

# The City of Boynton Beach



## City Commission Agenda

Wednesday, November 7, 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)  
VACANT (District IV)

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

#### **\*MISSION\***

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

*America's Gateway to the Gulfstream*



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

## **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).

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## **1. OPENINGS**

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

Invocation

Pledge of Allegiance to the Flag led by Commissioner Katz

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

## **2. OTHER**

- A. Informational items by Members of the City Commission

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

- A. Commission to declare the vacancy of Commission District IV seat.
- B. Proclaim November 15, 2018 as America Recycles Day.
- C. Proclaim November 10-18, 2018 as National Hunger and Homeless Awareness Week.
- D. Announcement by Mary DeGraffenreidt, Events and Programs Manager, regarding the 48th Annual Holiday Parade and Grand Marshal entry form upcoming deadlines.
- E. 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
- F. City Hall will be closed on Veterans Day, Monday, November 12, 2018.
- G. City Hall will be closed for the Thanksgiving holiday on Thursday, November 22 and Friday, November 23, 2018.
- H. Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding this year's theme of the City's Annual Calendar.
- I. Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the City Hall Demo Watch Party.
- J. Announce the annual reappointment of those advisory board seats with terms expiring in December 2018. The following boards will have openings:
- Arts Commission,
  - Building Board of Adjustments and Appeals,
  - Citizens Oversight Committee
  - Community Redevelopment Agency Advisory Board
  - Education and Youth Advisory Board,
  - Golf Course Advisory Committee
  - Historic Resources Preservation Board
  - Firefighters' Pension Trust Fund Board,
  - Police Officer' Retirement Trust Fund
  - Library Board,

- Planning and Development Board,
- Recreation and Parks Board and
- Senior Advisory Board.

Information on the boards and applications are available online. Applications can also be taken at the City Clerk's office in City Hall or sent to [cityclerk@bbfl.us](mailto:cityclerk@bbfl.us). All applicants must be registered voters in Palm Beach County.

#### 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  
 Community Redevelopment Advisory Bd.: 1 Reg  
 Recreation & Parks 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. R18-156** - Approve and authorize the City Manager to sign a land use agreement between the City of Boynton Beach and Ocean One, LLC for the 48th Annual Holiday Parade to be held December 1, 2018.
- B. **PROPOSED RESOLUTION NO. R18-157** - Authorize the City to apply for the 2018 Assistance to Firefighters Grant (AFG) for a total cost of \$529,282 of which the grant would be \$481,166 and the City would match \$48,116.
- C. **PROPOSED RESOLUTION NO R18-158** - Approve Task Order No. UT-2C-01 to CDM Smith in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by Commission on August 7, 2018 for work in connection with Hydraulic Evaluation of Downtown Stormwater System not to exceed \$62,040.
- D. **PROPOSED RESOLUTION NO. R18-159** - Authorize the City Manager to sign a Piggyback Agreement with Caterpillar, Inc. and a Purchase Order for rental of a 1.000 Kilowatt (KW) emergency backup generator and cables at the East Water Treatment Plant (EWTP) from Pantropic Power Cat in Miami, FL for a monthly cost of \$7,866, or an annual cost of \$94,392.
- E. **PROPOSED RESOLUTION NO. R18-160** - Amend the FY 2017-2018 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for Department or Fund Operating and Capital Budget.
- F. **PROPOSED RESOLUTION NO. R18-161** - Approve the City of Boynton Beach becoming a member of the American Flood Coalition.
- G. **PROPOSED RESOLUTION NO. R18-162** - Approve First Addenda to Agreements to add Scrutinized Companies language to all agreements entered into or renewed on or after July 1, 2018.
- H. **PROPOSED RESOLUTION NO. R18-163** - Approve and authorize the City Manager (or

designee) to apply for the State permit necessary to temporarily close Federal Highway on Saturday, December 1, for the 48th Annual Holiday Parade.

- I. Approve the purchase of the Diesel Exhaust Capture System, "Plymovent" for Fire Station No. 3, for an estimated amount of \$49,995.00 from Safe Air Corporation of Sarasota, FL as a sole source vendor.
- J. Approve purchase of four (4) Gear Dryers from Ram'd Air Gear Dryer, Ltd of Brandon, Manitoba, Canada for an estimated amount of \$35,799.29 as a sole source vendor.
- K. Approve utilization of the first extension of the City of Tamarac Two Year Agreement R-2016-99 (Bid No. 16-25B) for "Lime Sludge Removal, Hauling and Disposal" with WestWind Contracting, Inc. of Pembroke Park, FL for the removal of lime sludge at the East Water Treatment Plant for an estimated annual expenditure of \$95,000. The Finance Department has reviewed and determined that The City of Tamarac procurement process satisfies the City's competitive bid requirements.
- L. Approve purchasing from Classic Controls of Lakeland, FL for Yokagawa Instrument Products for an estimated annual amount of \$40,000 as a sole source vendor. Classic Controls is the authorized dealer for this equipment in the State of Florida.
- M. Approve utilizing the State of Florida contract no. 41120000-15-ACS with Fisher Scientific Company, LLC for the purchase of consumable laboratory supplies for the Utilities Department, for a not-to-exceed amount of \$45,000. The City of Boynton Beach's (City) purchasing policies allows for the utilization of State of Florida contracts.
- N. Approve release of two (2) performance bonds provided by First Genesis Lawn Service, Inc., one in the amount of \$40,325.00, and the other in the amount of \$111,230.00, for landscape maintenance in the City over the last five years.
- O. Accept the written report to the Commission for purchases over \$10,000 for the month of September 2018.
- P. Approve the purchase of replacement vehicles as approved in the fiscal year 2018-2019 budget in the estimated amount of \$394,142 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA18-VEL26.0 and FSA18-VEH16.0 for nine (9) replacement vehicles. The Florida Sheriff's Association Contracts satisfies the City's competitive bid requirements.
- Q. Approve the minutes from City Commission meetings held on October 2, 2018, October 16, 2018 and October 31, 2018.

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

**8. PUBLIC HEARING**

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

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

- A. **PROPOSED ORDINANCE NO. 18-028 - SECOND 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. 18-029 - SECOND READING** - Approve 1320 S. Federal Highway Future Land Use Map Amendment (LUAR 18-003) from Office Commercial (OC) to Mixed Use Low (MXL). Applicant: Exsorro One, Inc.

**PROPOSED ORDINANCE NO. 18-030 - SECOND READING** - Approve 1320 S. Federal Highway Rezoning (LUAR 18-003) from C-1, Office Professional to MU-1, Mixed Use 1. Applicant: Exsorro One, Inc.

- C. 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 7<sup>th</sup> so that final action is taken concurrent with final action taken on the corresponding ordinances)**
- D. 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 7<sup>th</sup> so that final action is taken concurrent with final action taken on the corresponding ordinances)**
- E. 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)**

**9. CITY MANAGER'S REPORT - None**

**10. UNFINISHED BUSINESS - None**

**11. NEW BUSINESS**

- A. Authorize the expenditure of \$1,000 from Mayor Grant's Community Support Funds to Boca Ratons Promise organization to assist the Boynton Beach Mental Health Committee.
- B. **PROPOSED RESOLUTION NO. R18-164** - Authorize the Mayor to accept the Department of Justice FY 2018 Technology Innovation for Public Safety (TIPS) Grant (2018-DG-BX-K009) and to sign any required documents associated with the grant, subject to the approval of the City Attorney.
- C. **PROPOSED RESOLUTION NO. R18-165** - Approve Resolution designating Canvassing Board for March 2019 Municipal Election.

**12. LEGAL**

- A. **PROPOSED ORDINANCE NO. 18-032 - FIRST READING** - Approval of Ordinance amending Chapter 4, Animals and Fowl, by adding a new section 4-39 adopting new regulations regarding the retail sale of dogs and cats.
- B. **PROPOSED ORDINANCE NO. 18-033 - FIRST READING** - Amending Part II. "Code Of Ordinances," Chapter 15, "Offences-Miscellaneous," Article I, "In General," Sections 15-8.1 Through 15-8.8; Creating Section 15-8.9 Entitled "Measurement Of Noise".
- C. Pursuant to Section 286.011(8), Florida Statutes, I am requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

SECURED HOLDINGS INC, Plaintiff, vs. QUANTUM OVERLAY DEPENDENT DISTRICT, EUGENE GERLICA and CITY OF BOYNTON BEACH, Defendants – Palm Beach County Circuit Court Case No. 502016CA005668XXXXMB

**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. The City Commission has cancelled the Commission Meeting that would normally be held on Tuesday, January 1, 2019.
- D. Mayor Grant requested discussion on the future of the Kapok trees scheduled to be taken down for Town Square project - TBD
- E. Discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission - TBD

#### **14. ADJOURNMENT**

##### **NOTICE**

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

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

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



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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner Katz

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

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**EXPLANATION OF REQUEST:**

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

**FISCAL IMPACT:** Non-budgeted

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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

**COMMISSION MEETING DATE:** 11/7/2018

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

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**EXPLANATION OF REQUEST:**

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Commission to declare the vacancy of Commission District IV seat.

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**EXPLANATION OF REQUEST:**

In accordance with the City Charter, in the event of a vacancy on the commission it shall be the duty of the remaining members at the next regular meeting, following the declaration of such vacancy, to appoint a duly qualified citizen to fill said vacancy until the next municipal election, at which time the balance of the original members term shall be filled by election.

The first step for the Commission to take following the vacancy created by Commissioner Casello's election to the Florida House of Representatives is to formally declare the vacancy . The City Clerk has already advertised that there would be a vacancy as of November 7, 2018 for District IV (see attached) and noted a deadline for applications as Noon on November 14, 2018. During "Announcements" the Mayor should announce the vacancy.

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

**FISCAL IMPACT:** None

**ALTERNATIVES:** None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type		Description
▯	Attachment	Charter Section 6A
▯	Attachment	Dist 4 Vacancy Advertisement

Inasmuch as the description formerly set out in section 6 was rendered obsolete by the above annexation ordinances, it has been omitted.

*State law reference—Municipal annexation or contraction, F.S. Ch. 171.*

#### **Sec. 6A. Filling vacancy on City Commission.**

In the event of a vacancy occurring in the members of the City Commission, except at the close of a regular term, it shall be the duty of the remaining members at the next regular meeting, or as soon thereafter as possible, following the declaration of such vacancy, to appoint a duly qualified citizen to fill said vacancy until the next municipal election, at which time the balance of the original members term shall be filled by election. In no event shall an appointment or election alter the term of the district seat. Municipal election shall mean the election held on the first Tuesday in November of the calendar year. If a majority of said remaining members are unable to agree upon the selection of a Commissioner to fill said vacancy after two (2) regular meetings have been held, the City Commission shall call a special election for that purpose. (Laws of Fla. 1947, Ch. 24398, § 16; Ord. No. 90-80, § 1, 1-2-91, election of 3-12-91; Ord. No. 01-25, § 7, 7-3-01; Ord. No. 02-043, § 4, 8-20-02, election of 11-5-02; Ord. No. 12-023, § 2, 1-15-13, election of 3-12-13)

*Editor's note—Ord. No. 02-043, § 2, 8-20-02, election of 11-5-02, deleted previous § 6 pertaining to the fixing of salaries by resolution. Said section was derived from Laws of Fla. 1947, Ch. 24398, § 27; Laws of Fla, Ch. 67-1119, § 1. Current § 6 was originally part of Article IV and designated § 51.*

#### **Sec. 6A. Deleted.**

*Editor's note—Ord. No. 02-043, § 2, 8-20-02, election of 11-5-02, deleted § 6A pertaining to boundaries and territory of greater Boynton Beach area. Said section was derived from Laws of Fla., Ch. 69-848, § 1.*

#### **Sec. 7. Reserved.**

*Editor's note—Ord. No. 97-43, § 2, adopted 8-19-97, repealed § 7 pertaining to general powers. Said section was derived from Laws of Fla. 1947, Ch. 24398, § 7, as amended by Laws of Fla. 1955, Ch. 30588, § 2; Laws of Fla., Ch. 61-1885; Laws of Fla., Ch. 61-1888, §§ 2, 3; Laws of Fla., Ch. 68-82, § 1.*

#### **Sec. 7. Authority to contract; execution; attestation and seal.**

The Commission shall have the power to enter into contracts on behalf of the City. All contracts shall be attested by the City Clerk with the seal of the City affixed thereto. (Laws of Fla. 1947, Ch. 24398, § 28; Ord. No. 02-037, § 2, 8-20-02, election of 11-5-02; Ord. No. 12-023, § 2, 1-15-13, election of 3-12-13)

*Cross reference—Contracts must be approved by City Attorney, § 23.*

#### **Sec. 7.1. Reserved.**

**NOTICE OF VACANCY  
CITY OF BOYNTON BEACH  
DISTRICT 4 COMMISSION SEAT**

The City of Boynton Beach announces that on November 7, 2018 there will be a vacancy in Commission District Seat 4 resulting from the resignation of Commissioner Joseph Casello who is running unopposed for Florida State House District 90. Once the vacancy occurs, it will be filled by appointment by the City Commission. The appointee will fill the vacancy until the municipal election in March, 2019.

To qualify for appointment, an individual must be an elector not less than 21 years of age who has resided in District 4 for not less than one (1) year prior to the date of appointment.

All interested qualified individuals who wish to be considered for appointment should submit to the City Clerk, prior to noon on November 14, 2018:

- A letter of interest setting forth the applicant's qualifications to serve as a City Commissioner, and
- A completed and signed City Advisory Board Application, and
- A signed City Residency Statement form, and
- Evidence of meeting the one year residency requirement such as a driver's license, voter registration card, residential property deed or lease, or other similar document(s)

Notwithstanding the November 14<sup>th</sup> deadline, the City Commission reserves the right to review other qualified individuals until such time as an appointment is made.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Proclaim November 15, 2018 as America Recycles Day.

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**EXPLANATION OF REQUEST:**

Each year, the United States generates more than 258 million tons of municipal solid waste that's more than 4 pounds per person per day. According to the Environmental Protection Agency, our nation has reached an overall recycling rate of 34.6 percent. Each year, our national recycling rate:

- Sends 89 million tons of material to a useful second life instead of the landfill
- Saves the same amount of energy consumed by over 10 million US households in a year
- Avoids greenhouse gas emissions equivalent to removing more than 38 million cars<sup>1</sup> from our roads
- Generates 757,000 jobs and \$36.6 billion in wages

But, much more can be done.

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

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

# *City of Boynton Beach*

## Proclamation

WHEREAS, to focus the nation's attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day and are encouraging friends, neighbors, and coworkers to pledge to learn more about recycling options in their community and commit to recycle more materials every day of the year;

WHEREAS, participating in America Recycles Day 2018 is one way citizens can help raise awareness about the economic and environmental benefits of reducing waste by reusing, recycling, and buying recycled-content products;

WHEREAS, Boynton Beach leaders can also use this as an opportunity to spread the word about the excellent recycling programs that have been established, the growth of markets for recyclable materials, and the importance of buying and job creating recycled products.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 15<sup>th</sup> day of November, Two Thousand Eighteen as:

### AMERICA RECYCLES DAY

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 7<sup>th</sup> day of November Two Thousand Eighteen.

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Steven B. Grant, Mayor

ATTEST:

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Judith A. Pyle, CMC  
City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Proclaim November 10-18, 2018 as National Hunger and Homeless Awareness Week.

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**EXPLANATION OF REQUEST:** For 30 years the Homeless Coalition has been the voice for the homeless advocating for their rights and a place they can call home. The Coalition has been a strong leader within the community by recommending policy changes to improve services for the homeless. It also identifies homeless strategies that can produce results, and gets the message out to the community for prompt rapid action. The Coalition's Policy and Legislative Committee brings issues forward and offers solutions. The Coalition constantly monitors national, state and local legislation and news to distribute information through the Coalition's communication network including the website and Social Media.

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

**FISCAL IMPACT:**

**ALTERNATIVES:** Not to Proclaim November 10-18 as National Hunger and Homeless Awareness Week.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

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

# *City of Boynton Beach*

## Proclamation

**WHEREAS**, people from all walks of life, including families with children, employed and unemployed workers, elderly residents, veterans, disabled individuals, youth, and individuals are impacted by hunger and homelessness, and;

**WHEREAS**, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Palm Beach County for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

**WHEREAS**, the theme of National Hunger and Homelessness Awareness Week 2018 is focused on bringing America home by eliminating barriers to accessing essential services, such as affordable housing, affordable health care, child care, education, and the costs of basic necessities that often contribute to hunger, food insecurity, and people experiencing homelessness on any given night in Palm Beach County, and;

**WHEREAS**, the intent of Hunger and Homelessness Awareness Week is consistent with the activities of the Homeless Advisory Board, Homeless Coalition, Homeless and Housing Alliance, Palm Beach County Food Bank, The Lords Place, Gulfstream Goodwill Industries, Adopt A Family, and other service providers in Palm Beach County.

**NOW THEREFORE**, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the week of November 10 of Two Thousand Eighteen as:

### **Hunger and Homelessness 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 7<sup>th</sup> day of November, Two Thousand Eighteen.

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Steven B. Grant, Mayor

ATTEST:

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Judith A. Pyle, CMC  
City Clerk



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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Announcement by Mary DeGraffenreidt, Events and Programs Manager, regarding the 48th Annual Holiday Parade and Grand Marshal entry form upcoming deadlines.

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**EXPLANATION OF REQUEST:**

The City of Boynton Beach is hosting its Annual Holiday Parade on Saturday, December 1 on Seacrest Blvd., beginning at S.E. 12th Avenue and ending on N.E. 1st Avenue. The City is encouraging bands, dance troupes, churches, businesses, and non-profit organizations to participate. The entry deadline is November 19. We encourage floats, bands, dance troupes, and non-profit organizations to join our parade by completing an entry application form.

The City is also seeking a Grand Marshal for this year's parade. Residents and businesses are encouraged to nominate an individual.

The deadline for both entries is Monday, November 19. Parade participation forms and Grand Marshal nomination forms are available in the back of the room, on our website and through the City's social media platforms.

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

**FISCAL IMPACT:** Budgeted The Holiday Parade is a budgeted item within the Marketing/Special Events Department budgets.

**ALTERNATIVES:** Do not make an announcement.

**STRATEGIC PLAN:** Redevelop Downtown, Boynton Beach Branding

**STRATEGIC PLAN APPLICATION:**

The Annual Holiday Parade will be held in Downtown Boynton Beach on Federal Highway beginning on S.E. 12th Avenue and ending on N.E. 1st Avenue - bringing residents and visitors to downtown area. The City's restaurants and businesses in the area will see increased business.

The City's 48th Holiday Parade boasts one of the largest participation of community bands than any other holiday parade in Palm Beach County.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---



Is this a grant? No

Grant Amount:

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	18 Holiday Parade Application
<input type="checkbox"/> Addendum	18 Grand Marshal Nomination



# BOYNTON BEACH HOLIDAY PARADE

**Saturday, December 1, 2018 at 4:00 p.m.**

**Theme: Catch the Holiday Spirit**

## **HOLIDAY PARADE INFORMATION**

The City of Boynton Beach is accepting applications for entries in their annual Holiday Parade. The theme is **"Catch the Holiday Spirit."** The parade will take place on Federal Highway in downtown Boynton Beach starting at SE 12th Avenue and ending at NE 1st Avenue (.8 miles).

## **HOLIDAY PARADE RULES**

The following rules have been established in order to provide a high quality, entertaining Holiday Parade.

- Completed applications must be received by **November 19, 2018**.
- ALL mobile entries, including cars & trucks towing floats, must be completely decorated.
- This is a family event. Inappropriate performances and inappropriate attire is strictly prohibited. Holiday music and appropriate behavior while performing is mandatory.
- Marching units will be expected to perform throughout the parade route.
- Any adult driving a vehicle in the parade may be asked to provide their license and proof of insurance.
- **Please do not include Santa Claus** as part of your entry.
- Throwing candy or other items into the crowd is not permitted.
- Hurry and get your application in ASAP! Only 75 applications will be accepted. Others will be placed on a waitlist.
- Per City ordinance, pets are not allowed.
- All entries will be judged. Awards will be presented at the January 15, 2019 City Commission meeting for the winners of the following categories:

***Most Outstanding Float***  
***Best Performance by a Marching Band***  
***Best Marching Unit***  
***Most Creative/Original***

Failure to comply with any of the parade rules outlined above will result in expulsion from the parade at lineup or throughout the route by parade officials.

**Apply using this form or online at [bit.ly/18BBParadeInfo](http://bit.ly/18BBParadeInfo)**





## 2018 HOLIDAY PARADE APPLICATION

### ENTRY INSTRUCTIONS

1. Fill out the Holiday Parade application completely (only completed entry forms will be accepted). Applications are also accepted online at [bit.ly/18BBParadeInfo](http://bit.ly/18BBParadeInfo).
2. Indicate the category in which your group should be entered. Each unit may enter into only one category.
3. Mail, fax or email application to: Boynton Beach Recreation & Parks Department; Attn: Stephanie Soplop, P.O. Box 310, Boynton Beach, FL 33425-0310. Fax number: 561-369-2418. Email address: [soplops@bbfl.us](mailto:soplops@bbfl.us). Phone number: 561-742-6649.
4. **Streets will be closed at 12:00 p.m. Line-up will begin at 2:00 p.m. All entries MUST be lined up by 3:30 p.m.**
5. Applications are due November 19, 2018.

### PARADE ENTRY CATEGORIES (Please Check One):

\_\_\_\_\_ Float    \_\_\_\_\_ Marching Unit    \_\_\_\_\_ Band    \_\_\_\_\_ Dance Troup    \_\_\_\_\_ Other (*Please Specify*)  
 \_\_\_\_\_ Does your entry include music?    \_\_\_\_\_ YES    \_\_\_\_\_ NO

### IMPORTANT

Give a brief description of your parade entry. This summary will be read by the commentators as your unit passes by the Viewing Stand. Include interesting information about your organization, holiday wishes, and number of years participating in the Holiday Parade:

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BUSINESS/ORGANIZATION NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ DAYTIME PHONE #: \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

-----

### AGREEMENT:

The rules of the parade are understood and our group agrees to comply with them. It is understood that our entry will be removed at any time from the parade if we do not adhere to the rules.

### GENERAL RELEASE:

I, THE UNDERSIGNED PARTICIPANT, in consideration for the CITY OF BOYNTON BEACH, do hereby (1) Assume all risks and responsibility of possible damage or injury involved through participation in the Holiday Parade. I understand I am to furnish my own insurance in case of injury; (2) Request permission to participate in the activity with full knowledge that said activity could result in damage or injury to me/him/her; (3) Agree to indemnify & hold harmless the City of Boynton Beach and/or its departments or agents from liability resulting from my participation of said activity; (4) Give the City of Boynton Beach permission to take photos and use them to publicize programs and use in media correspondence.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Help us find our 2018 Parade Grand Marshal!

On Saturday, December 1, the Grand Marshal will be first unit of the Holiday Parade followed by City Dignitaries. The parade begins at 4 p.m. and is expected to last 2 hours. At the end of the route, the Grand Marshal will exit his/her car at the viewing stand to enjoy the remainder of the parade.

### Nominate a Grand Marshal

We are seeking nominees who have made a lasting impact or significant contribution to the City of Boynton Beach. The Grand Marshal selection is based on criteria such as their community leadership qualities, experience as a mentor or through their personal efforts that reflect positively on the City.

- All nominations must include a short summary of why the nominee is deserving of this honor.
- Grand Marshals from previous Holiday Parades are not eligible.

Nominate deserving individuals here or online at [bit.ly/18BBParadeInfo](http://bit.ly/18BBParadeInfo). The deadline for completed Grand Marshal Nomination forms is **Monday, November 19**. The selected Grand Marshal will be notified on Tuesday, November 27.

For questions, please contact Stephanie Soplop at 561-742-6649 or [soplops@bbfl.us](mailto:soplops@bbfl.us). If needed, an additional sheet for nominee contributions is permissible.

### Nominee Information

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Contributions made by the nominee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nominated by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



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

**COMMISSION MEETING DATE:** 11/7/2018

**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:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** City Hall will be closed on Veterans Day, Monday, November 12, 2018.

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**EXPLANATION OF REQUEST:** In observance of Veterans Day, all City administrative offices will be closed on Monday, November 12, 2018 and will re-open at 8:00 a.m. on Tuesday, November 13, 2018.

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

**FISCAL IMPACT:** Budgeted N/A

**ALTERNATIVES:** This is a scheduled holiday for City employees.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** City Hall will be closed for the Thanksgiving holiday on Thursday, November 22 and Friday, November 23, 2018.

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**EXPLANATION OF REQUEST:** In observance of Thanksgiving, all City administrative offices will be closed on Thursday, November 22 and Friday, November 23, 2018. City Hall will re-open on Monday, November 26, 2018 at 8:00 a.m.

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

**FISCAL IMPACT:** Budgeted N/A

**ALTERNATIVES:** These two days are regularly scheduled holidays for City employees.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding this year's theme of the City's Annual Calendar.

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**EXPLANATION OF REQUEST:**

This year's theme is unsung heroes. We know there are many unsung heroes in Boynton Beach and we are asking the public to help us identify those that have never been recognized for contributing their time and/or resources to make Boynton Beach better.

The nomination process is easy! The criteria and nomination form are available on the City's website at [Boynton-Beach.org/heroes](http://Boynton-Beach.org/heroes). You may also call 561-742-6019 for a nomination form.

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

By engaging the community, it is our hope that highlighting and sharing remarkable individuals, and their untold stories, will inspire others to take actions that will enhance the Boynton Beach community.

**FISCAL IMPACT:** Budgeted The 2019 Calendar is budgeted in the City's Public Communications & Marketing Department.

**ALTERNATIVES:** Do not make an announcement on the City's 2019 Calendar.

**STRATEGIC PLAN:** Boynton Beach Branding

**STRATEGIC PLAN APPLICATION:**

Our annual calendars continue to brand our amenities each year. This year, unsung heroes will be photographed and featured each month. The photographs may include amenities to which the individuals have contributed their time and resources.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Addendum	18 Unsung Hero Flyer

# Boynton Beach

# UNSUNG HEROES



Seeking ordinary individuals doing extraordinary things

Can you help us? Do you know someone who is currently providing a significant contribution to our community?

Be it a 5-year-old or 95-year-old, we are seeking individuals who have not received recognition for their act(s) of kindness or service towards an individual, organization, animal(s) or the environment.

## We're Looking For Someone Who:

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- Lives or works in Boynton Beach (corporate limits)
- Has made a profound and positive impact
- Is passionate and determined
- Donates time and/or resources without receiving glory
- Is driven by purpose and inspired by hope
- Leads with integrity

## How to Nominate:

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Visit [Boynton-Beach.org/heroes](http://Boynton-Beach.org/heroes) and complete a nomination form. To request a nomination form, call 561-742-6019. **DEADLINE: NOVEMBER 19.**



Thirteen UNSUNG HEROES will be selected and highlighted in the 2019 City of Boynton Beach Calendar



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the City Hall Demo Watch Party.

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**EXPLANATION OF REQUEST:** The City of Boynton Beach is hosting a City Hall Demo Watch Party on Thursday, November 15 at the Schoolhouse Children's Museum and Learning Center from 4:30 p.m. to 6:00 p.m. This free event is family friendly.

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

Hosting the event at the Schoolhouse Children's Museum and Learning Center will provide the City an opportunity to reiterate that the Museum will remain open during the construction of Town Square. Buy one, Get one free (BOGO) coupons will be given to attendees.

Flyers will be distributed through the Museum and the event will be placed on City and Museum websites and social media outlets. The press will be invited to attend.

**FISCAL IMPACT:** Budgeted Town Square events are included in the City's Town Square marketing budget.

**ALTERNATIVES:** Do not make the announcement.

**STRATEGIC PLAN:** Redevelop Downtown, Boynton Beach Branding

**STRATEGIC PLAN APPLICATION:** The City Hall Demo Watch Party was planned to engage the public and showcase the redevelopment efforts of Town Square and the downtown area.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Announce the annual reappointment of those advisory board seats with terms expiring in December 2018.

The following boards will have openings:

- Arts Commission,
- Building Board of Adjustments and Appeals,
- Citizens Oversight Committee
- Community Redevelopment Agency Advisory Board
- Education and Youth Advisory Board,
- Golf Course Advisory Committee
- Historic Resources Preservation Board
- Firefighters' Pension Trust Fund Board,
- Police Officer' Retirement Trust Fund
- Library Board,
- Planning and Development Board,
- Recreation and Parks Board and
- Senior Advisory Board.

Information on the boards and applications are available online. Applications can also be taken at the City Clerk's office in City Hall or sent to [cityclerk@bbfl.us](mailto:cityclerk@bbfl.us). All applicants must be registered voters in Palm Beach County.

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**EXPLANATION OF REQUEST:** Advisory boards have been established with members appointed for specific staggered terms. Most boards have appointments that will expire in December of each year.

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

**FISCAL IMPACT:** Non-budgeted  
None

**ALTERNATIVES:** Do not make the announcement

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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Is this a grant? No

Grant Amount:

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Other	List of Appointments

## APPOINTMENTS FOR DECEMBER 4, 2018

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### Arts Commission

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Alt	2 yr term to 12/20

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### Building Board of Adjustments and Appeals

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/19
Alt	2 yr term to 12/20
Alt	2 yr term to 12/19

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### Citizens Oversight Committee

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20

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### Community Redevelopment Agency Advisory Board

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/19

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### Education and Youth Advisory Board

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Stu	2 yr term to 12/20
Stu	2 yr term to 12/19

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### Golf Course Advisory Committee

Reg	5 yr term to 20/23
Alt	5 yr term to 20/21

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### Historic Resources Preservation Board

Reg	2 yr term to 12/20
Alt	2 yr term to 12/20

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### Library Board

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Alt	2 yr term to 12/20

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### Municipal Firefighters' Pension Trust Fund

Reg	4 yr term to 20/20
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### Municipal Police Officers' Retirement Trust Fund

Reg	4 yr term to 20/22
Reg	4 yr term to 20/22

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### Planning & Development Board

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Alt	2 yr term to 12/20

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### Recreation & Parks Board

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Alt	2 yr term to 12/20
Alt	2 yr term to 12/20

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### Senior Advisory Board

Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Reg	2 yr term to 12/20
Alt	2 yr term to 12/20





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**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  
Community Redevelopment Advisory Bd.: 1 Reg  
Recreation & Parks Bd: 1 Reg

---

**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:**

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**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Other	Appointments

## APPOINTMENTS AND APPLICANTS FOR NOVEMBER 7, 2018

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### Building Board of Adjustments and Appeals

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

### Applicants

None

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### Community Redevelopment Agency Advisory Board

Mayor Grant	Reg	2 yr term to 12/19
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### Applicants

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### Education and Youth Advisory Board

I	Katz	Stu	2 yr term to 12/18 Tabled (3)
II	McCray	Stu	2 yr term to 12/19 Tabled (2)

### Applicants

None

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### Recreation and Parks Board

Mayor Grant	Reg	2 yr term to 12/20
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### Applicants

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R18-156** - Approve and authorize the City Manager to sign a land use agreement between the City of Boynton Beach and Ocean One, LLC for the 48th Annual Holiday Parade to be held December 1, 2018.

---

**EXPLANATION OF REQUEST:**

The City would like to utilize Ocean One, LLC property on Federal Highway as a public parking option during the 48th Annual Holiday Parade (Saturday, December 1, 2018). An Americans with Disabilities (ADA) parking area will also be available at this location.

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

Parking is limited due to the Town Square redevelopment project. This site will provide an alternative for public and ADA parking on December 1, 2018.

**FISCAL IMPACT:** Non-budgeted There is no cost related to the temporary use of Ocean One, LLC property December 1, 2018.

**ALTERNATIVES:**

Not approve the land use agreement between the City of Boynton Beach and Ocean One, LLC for property (parking) use on December 1, 2018 for the City's Annual Holiday Parade.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving Land Use Agreement with Ocean One for Holiday Parade
▣ Agreement	Land Use Agreement

**RESOLUTION NO. R18-**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A LAND USE AGREEMENT WITH OCEAN ONE, LLC., FOR THE 48<sup>TH</sup> ANNUAL HOLIDAY PARADE TO BE HELD DECEMBER 1, 2018; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City plans to use the Ocean One, LLC., property as a public parking option during the 48<sup>th</sup> Annual Holiday Parade on December 1, 2018; and

**WHEREAS**, While the City's Town Square is under construction parking is limited and this site will provide an alternative for public and ADA parking during the parade; and

**WHEREAS**, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign a Land Use Agreement between the City of Boynton Beach and Ocean One LLC., for the 48<sup>th</sup> Annual Holiday Parade to be held December 1, 2018.

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

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

**Section 2.** The City Commission hereby approves and authorizes the City Manager to sign a Land Use Agreement between the City of Boynton Beach and Ocean One LLC., for the 48<sup>th</sup> Annual Holiday Parade to be held December 1, 2018. A copy of the Agreement is attached hereto as Exhibit “A.”

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

30                   **PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2018.

31                                   CITY OF BOYNTON BEACH, FLORIDA

32		YES	NO
33			
34			
35	Mayor – Steven B. Grant	_____	_____
36			
37	Vice Mayor – Christina L. Romelus	_____	_____
38			
39	Commissioner – Mack McCray	_____	_____
40			
41	Commissioner – Justin Katz	_____	_____
42			
43	Commissioner – Vacant	_____	_____
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ATTEST:

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

(Corporate Seal)

### **AGREEMENT FOR USE OF PROPERTY**

**THIS AGREEMENT FOR USE OF PROPERTY** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Boynton Beach ("City"), **and Ocean One Boynton LLC** its officers, employees, successors and assigns ("Owner").

WITNESSETH:

**WHEREAS**, Owner warrants that it owns that certain property described in **Exhibit B**, (the "Property"); and

**WHEREAS**, the City desires to use the parking lot at Property for an event taking place on December 1, 2018 (the "Event");

**WHEREAS**, Owner desires to permit the City to use the Property for the Event;

**NOW, THEREFORE**, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. Foregoing Whereas clauses are incorporated as if fully set forth herein.
2. Owner agrees to allow the City to enter onto the Property for any and all uses related to the Event on the dates and times specified in the attached **Exhibit A**.
3. Owner agrees that the City shall be allowed to use the Property pursuant to this Agreement free of charge.
4. The City represents and acknowledges that:
  - a. Its activities and all participants are properly covered by appropriate insurance;
  - b. The City shall be responsible for any injuries to its employees, agents, contractors, guests, invitees, and third parties occurring on the Property for the Event and any other dates/times as set forth in Exhibit A;
  - c. The City shall be responsible for any damage to the Property caused by the City's use of the Property for the Event.
  - d. The City shall also be responsible for its own negligence.
  - e. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's own negligence or City's own activities on the Property during the dates specified in Exhibit A. Nothing in this paragraph or in this Agreement is considered a waiver of sovereign immunity by the City.
5. Owner hereby acknowledges and agrees that Owner shall receive no compensation

from the City in return for permitting the City to use the Property as provided for in this Agreement.

- 6. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Agreement. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.
- 7. This Agreement shall expire at midnight on December 1, 2018.
- 8. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.
- 9. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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

ATTEST:

**CITY OF BOYNTON BEACH**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)



**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

I HEREBY CERTIFY that in this day before me, an officer duly qualified to take acknowledgements, personally, appeared \_\_\_\_\_, as \_\_\_\_\_ of the City of Boynton Beach who is personally known to be the person described in, or who produced \_\_\_\_\_ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My Commission Expires:

ATTEST:

**OCEAN ONE BOYNTON LLC**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally, appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ who is personally known to be the person described in, or who produced \_\_\_\_\_ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My Commission Expires:

**Exhibit "A"**

1. Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event at any time on December 1, 2018.
2. In addition to the date listed above, the City may access the Property to perform maintenance and site preparation (including lawn mowing and light tower placement) before the Event. This access may occur anytime between November 26, 2018 and December 1, 2018, and may occur over multiple days.
  - a. The City will provide 24 hours' notice to Owner prior to entering the Property, and will only perform maintenance and site preparation activities between the hours of 8:30 a.m. and 5:30 p.m.
3. The City may install small, removable event parking and parking signs on the Property for the Event.

**Exhibit "B"**

The Property consists of the following properties:

Location	Parcel No.
114 N. Federal Hwy	08-43-45-27-01-000-0410



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R18-157** - Authorize the City to apply for the 2018 Assistance to Firefighters Grant (AFG) for a total cost of \$529,282 of which the grant would be \$481,166 and the City would match \$48,116.

---

**EXPLANATION OF REQUEST:**

The 2018 AFG is a FEMA based grant, the Fire Department has applied for \$481,166 of grant funding and the required City match would be \$48,116 for a total cost of \$529,282. The funds would be used to replace the departments advanced life support cardiac monitors/defibrillators.

Awards will be announced in March of 2019.

The deadline for the grant application was Monday, October 26, 2018. In accordance with the City's Grants Management Policy the City Manager authorized applying for the grant based the application deadline being prior to the Commission meeting.

The Grants policy states that if the deadline requires the City Manager to approval to apply for the grant the request for application will be place on the next available commission agenda and if the Commission does not approve the grant application the responsible department shall notify the appropriate funding agency to withdraw the grant application.

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

Applying for and receiving this grant will fund the replacement of our advanced life support equipment.

**FISCAL IMPACT:** Budgeted If awarded the City match would be \$48,116 and will be budgeted in Fiscal Year 2019/20.

**ALTERNATIVES:** Do not apply for this grant.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** Yes

**Grant Amount:** \$529,283

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving application for Assistance to Firefighters Grant
▣ Attachment	2018 AFG Application

- 1
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**WHEREAS**, the purpose of this program is to support local fire departments by helping with the acquisition of needed equipment, vehicles and services; and

**WHEREAS**, the Fire Department has applied for a grant to be used to replace the department's advanced life support cardiac monitors/defibrillators; and

**WHEREAS**, the estimated total project cost is \$529,282.00 and the grant is in the amount of \$481,166.00, therefore the City will match the remaining amount of \$48,116.00 from the Fire Department's grant match account; and

**WHEREAS**, the grant, if awarded, will be used for replacement of our advanced life support equipment.

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

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

Section 2. The City Commission approves and authorizes the City to apply for the Assistance to Firefighters Grant (AFG) from the Department of Homeland Security in the amount of \$481,166.00 for the replacement of the Fire Department's advanced life support equipment, a copy of which is attached hereto as Exhibit "A".

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

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

34

CITY OF BOYNTON BEACH, FLORIDA

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YES NO

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Mayor – Steven B. Grant

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Vice Mayor – Christina L. Romelus

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Commissioner – Mack McCray

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Commissioner – Justin Katz

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Commissioner – Vacant

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VOTE

48

ATTEST:

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Judith A. Pyle, CMC

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City Clerk

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56

(Corporate Seal)

57

**Entire Application**  
**DEPARTMENT OF HOMELAND SECURITY**  
**Federal Emergency Management Agency**  
**AFG Application (General Questions and Narrative)**

OMB No.: 1660-0054  
Expiration Date: August, 31 2019

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 9 hours per response for FEMA Form 080-0-2 "AFG Application (General Questions and Narrative)". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits.

You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

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**Applicant's Acknowledgements**

\* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.

\* As required per 2 CFR 2.25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.

\* I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).

\* I certify that the applicant organization is aware that this application period is open from 09/24 to 10/26/2018 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.

\* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: [http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/qpd\\_ehp\\_screening\\_form\\_51815.pdf](http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/qpd_ehp_screening_form_51815.pdf)

\* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by JEFFREY B DAVIDSON on 2018-10-09 17:26:32.0

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**Overview**



\* Did you attend one of the workshops conducted by an AFG regional fire program specialist?

Yes, I have attended workshop

\* Did you participate in a webinar that was conducted by AFG?

Yes

\* Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?

Yes, I am a member/officer of this applicant

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.

**Fields marked with an \* are required.**

#### Preparer Information

Preparer's Name

Address 1

Address 2

City

State

Zip

-  
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In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

#### Primary Point of Contact

* Title	DEPUTY FIRE CHIEF		
Prefix (select one)	N/A		
* First Name	JEFFREY		
Middle Initial	B		
* Last Name	DAVIDSON		
* Primary Phone	5617426326	Ext.	Type work
* Secondary Phone	9547709847	Ext.	Type cell
Optional Phone			Type
Fax			
* Email	davidsonJ@bbfl.us		

FEMA Form 080-0-2

#### Contact Information

## Alternate Contact Information Number 1

\* Title FIRE CHIEF  
Prefix (select one) N/A  
\* First Name GLENN  
Middle Initial  
\* Last Name JOSEPH  
\* Primary Phone 5617426339 Ext. Type work  
\* Secondary Phone 5617426300 Ext. Type cell  
Optional Phone Type  
Fax  
\* Email JosephG@bbfl.us

## Alternate Contact Information Number 2

\* Title DEPUTY FIRE CHIEF  
Prefix (select one) N/A  
\* First Name LATOSHA  
Middle Initial  
\* Last Name CLEMONS  
\* Primary Phone 5617426342 Ext. Type work  
\* Secondary Phone 5617426300 Ext. Type cell  
Optional Phone Type  
Fax  
\* Email ClemonsL@bbfl.us

FEMA Form 080-0-2

**Applicant Information**

EMW-2018-FO-00546

Originally submitted on 10/16/2018 by Jeffrey Davidson (Userid: schuldtk1)

**Contact Information:**

Address: 2080 High Ridge Rd.

City: Boynton Beach

State: Florida

Zip: 33426

Day Phone: 5617426326

Evening Phone:

Cell Phone:

Email: davidsonj@bbfl.us

**Application number is EMW-2018-FO-00546**

- \* Organization Name Boynton Beach Fire Rescue
- \* Type of Applicant Fire Department/Fire District
- \* Fire Department/District, Non-Affiliated EMS, and Regional applicants, select type of Jurisdiction City Served :  
If "Other", please enter the type of Jurisdiction

**SAM.gov (System For Award Management)**

- \* What is the legal name of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

City of Boynton Beach

- \* What is the legal business address of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

- \* Mailing Address 1 100 E Boynton Beach Blvd

Mailing Address 2

- \* City Boynton Beach

- \* State Florida

- \* Zip 33435 - 3838  
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- \* Employer Identification Number (e.g. 12-3456789)

Note: This information must match your SAM.gov profile.

59-6000282

- \* Is your organization using the DUNS number of your Jurisdiction? Yes

I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application (Required if you selected Yes above)



072247133

\* What is your 9 digit DUNS number?

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.

Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.

\* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?

Yes

\* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.



#### Headquarters or Main Station Physical Address

\* Physical Address 1

2080 High Ridge Rd.

Physical Address 2

\* City

Boynton Beach

\* State

Florida

\* Zip

33426 - 8714  
[Need help for ZIP+4?](#)

Mailing Address

\* Mailing Address 1

2080 High Ridge Rd.

Mailing Address 2

\* City

Boynton Beach

\* State

Florida

\* Zip

33426 - 8714  
[Need help for ZIP+4?](#)

#### Bank Account Information

\* The bank account being used is: (Please select one from the right)

Maintained by my Jurisdiction

Note: The following banking information must match your SAM.gov profile.

\* Type of bank account

Checking

\* Bank routing number - 9 digit number on the bottom left hand corner of your check

063000047

\* Your account number

001611435311

#### Additional Information

\* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

\* Is the applicant delinquent on any Federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

FEMA Form 080-0-2

### Fire Department/Fire District Department Characteristics (Part I)

\* Is this application being submitted on behalf of a Federal Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property? No

\* What kind of organization do you represent? All Paid/Career

If you answered "Combination", above, how many career members in your organization? (whole numbers only)

If you answered "Volunteer" or "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department? (whole numbers only)

\* What type of community does your organization serve? Urban

\* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters) No

\* What is the square mileage of your first-due response area? (whole number only) 20

\* What percentage of your response area is protected by hydrants? (whole number only) 98 %

\* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? Palm Beach County

\* Does your organization protect critical infrastructure? Yes

If "Yes", please describe the critical infrastructure protected below:

Boynton Beach Fire Rescue protects approximately five miles of coastline, ten miles of intra-coastal shoreline, .5 miles of inland water, ten miles of railroad line, and five miles of a 12-lane Interstate Highway System. Additionally, the Fire Department protects Natural Gas Pipelines, the potable water treatment plant, South Florida Water Management Drainage Canals and control devices, and a 400-bed community hospital. Potential hazards include Atlantic Hurricanes, tropical storms, tornadoes, flooding, plume exposure from the St. Lucie and Turkey Point Nuclear Power Plants, hazardous materials release from transportation or industry, surface and deep water rescue, and incidents that require tactical rescue.

\* What percentage of your primary response area is for agriculture, wildland, open space, or undeveloped properties? 12 %

\* What percentage of your primary response area is for commercial and industrial purposes? 23 %

* What percentage of your primary response area is used for residential purposes?	65 %
* What is the permanent resident population of your <u>Primary/First-Due Response Area or jurisdiction served?</u> (whole numbers only)	77720
* Do you have a seasonal increase in population?	Yes
If "Yes" what is your seasonal increase in population?	8000
* How many active firefighters does your department have who perform firefighting duties? (whole numbers only)	140
* How many members in your department/organization are trained to the level of EMR or EMT, Advanced EMT or Paramedic? (whole numbers only)	140
Does your department have a <u>Community Paramedic</u> program?	Yes
How many personnel are trained to the <u>Community Paramedic</u> level? (whole numbers only)	5
* How many stations are operated by your organization? (whole numbers only)	5
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes
* Do you currently report to the National Fire Incident Reporting System (NFIRS)?	
Note: You will be required to report to NFIRS for the entire period of the grant. AFG does not require NFIRS reporting for nonaffiliated EMS Organizations and State Fire Training Academy.	Yes
If you answered "Yes" above, please enter your <u>FDIN/FDID</u>	06032
* How many of your active firefighters are trained to the level of Firefighter I (or equivalent)? (whole numbers only)	140
* How many of your active firefighters are trained to the level of Firefighter II (or equivalent)? (whole numbers only, include all personnel who have attained Firefighter I)	140
Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?	No
If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the Firefighter II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.	
* What services does your organization provide?	
Advanced Life Support	Emergency Medical Responder
Basic Life Support	Haz-Mat Operational Level
<u>Community Paramedic</u>	Rescue Technical Level Structural Fire Suppression Wildland Fire Suppression
* Please describe your organization and/or community that you serve.	
Boynton Beach is located in southeastern Florida on the Atlantic coast, halfway between West Palm Beach and Boca Raton. Dubbed "America's Gateway to the Gulfstream", Boynton Beach offers a prime coastal retreat on Florida's Atlantic Shore, and attracts some of the finest fishing, boating and diving in the region. The City was incorporated in 1920 and was originally known for its production of tomatoes and pineapples. Boynton Beach Fire Rescue Department (BBFRD), established in 1924, is a municipal service provider with	

an Insurance Service Organization (ISO) rating of Class 2. This career department of 162 total personnel, provides fire suppression, advanced life support, emergency medical services (EMS), special operations and a Community Standards Division that conducts fire inspections, plans review and code enforcement services. The 2016 census report indicates that there are 77,720 residents in the city and over 2,900 businesses within the 16 square miles of incorporated Boynton Beach. The department provides the same services to four neighboring cities through inter-local agreements adding 5,227 residents and 3.51 square miles to our service area. The department also participates in municipal, county-wide and statewide mutual aid agreements. Boynton Beach has longstanding mutual aid agreements with Delray Beach, Boca Raton, and Palm Beach County Fire Rescue to protect the 1,397,710 residents of Palm Beach County located in 2,386 square miles. Our technical rescue team, Florida Urban Search and Rescue team #74, is a recognized asset of the Florida State Urban Search and Rescue response effort. Palm Beach County is the second largest county in the State of Florida and ranks third in population. As the third largest city in Palm Beach County, Boynton Beach has more than 36,289 housing units and 15,673 families contributing to the population density of 4,369.6 per square mile. Senior citizens are 21.4% of the population compared to the 17.3% average in the state. Residents living below poverty level is slightly higher (15.1%) than the state average of 14.7%. The rate of home ownership (67.2%) in this city is lower than the rest of the state (69%); the multi-housing market is significantly higher (45.3%) than the state average of 29.9%. Due to the high population of elders, the percentage of households living in poverty and a significantly higher ratio of multi-unit residences to single family units, contribute to a lower tax base and increase the number of requests for emergency services.

FEMA Form 080-0-2

**Fire Department Characteristics (Part II)**

	2017	2016	2015
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	3	6	2
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	6	7	4
* Over the last three years, what was your organization's operating budget?	23524949		
* How much of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	20779778		
Does your department have any rainy day reserves, emergency funds, or capital outlay?	No		
If Yes, what is the total amount currently set aside?			
If Yes, describe the planned purpose of this fund			
* What percentage of your annual operating budget is derived from:	2017	2016	2015
Enter numbers only, percentages must sum up to 100%			



<u>Taxes?</u>	91 %	91 %	91 %
<u>Bond Issues?</u>	0 %	0 %	0 %
<u>EMS Billing?</u>	6 %	6 %	6 %
<u>Grants?</u>	2 %	2 %	2 %
<u>Donations?</u>	0 %	0 %	0 %
<u>Fund drives?</u>	0 %	0 %	0 %
<u>Fee for Service?</u>	1 %	1 %	1 %

\* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control.

Boynton Beach Fire Rescue has a tremendous need for this grant funding request. As a municipal fire rescue department, Boynton Beach Fire Rescue's operating budget is funded primarily from ad valorem taxes which are based on local property values. Recent initiatives by the Florida State Legislature to cap ad valorem taxes for all taxing authorities within the State of Florida have created a budget deficit for the City of Boynton Beach. Under the Florida Constitution, every Florida homeowner can receive a homestead exemption up to \$50,000. With the City of Boynton Beach having a median home value of \$206,100, this exemption tremendously limits our ad valorem tax base. In addition to the homestead exemption, the Save-Our-Homes Amendment caps the amount of appreciation the City can tax. The change in tax cannot exceed the lesser value of either 3% of the prior year's evaluation or the percentage change of the Consumer Price Index. The devaluation of the real estate market has further reduced revenue. Given these significant limitations, the funding of vital equipment will not be possible at any time within the next several years. To compound our financial restraints, during the 2016 Fiscal Year, Boynton Beach Fire Rescue had a mandatory need to upgrade our entire fleet of self-contained breathing apparatus (SCBA), as our inventory was not compliant to the new NFPA standards. This mandatory upgrade was at a cost of \$744,600. Funding was impossible for the City, and because it was a requirement, we had to enter into a 5-year lease agreement, in order for our firefighters to safely operate in environments that are Immediately Dangerous to Life and Health (IDLH). Each year, through 2022, our lease payment is \$146,000, which is taken out of any budgeted safety equipment we may have. Mission critical equipment is purchased out of the remaining funding, such as dive packs for our dive team, a thermal imaging camera for our rapid intervention teams, and tactical equipment for our special operations team. The fire department budget in fiscal year 2016/2017 was \$21,789,868; personnel costs accounted for 86.6% (\$18,874,025) of the budget. In this fiscal year we merged the Fire and Life Safety Division with Code Compliance Division to form the Community Standards Division, which is under the Fire Department. The impact to the Fire Department budget was that the remaining balance of \$2,915,843 from the Fire Rescue budget was partially reallocated in the amount of \$849,724 (\$737,460 in personnel costs and the balance of \$112,264 to operational costs to fund Community Standards). The residual balance was allocated toward Fire Rescue operating costs, such as vehicle maintenance, equipment maintenance, fuel, water and electric, contractual services, fees and permits, and uniforms; this allowed only \$360,705 to be allocated to safety equipment, with \$146,000 being earmarked for our SCBA lease payment. The fire department budget in fiscal year 2017/2018 was \$23,514,949; personnel costs accounted for 88% (\$20,779,778) of the budget. The remaining balance of \$2,745,171 was allocated toward operating costs, such as vehicle maintenance, equipment maintenance, fuel, water and electric, contractual services, fees and permits, and uniforms; this allowed only \$210,000 to be allocated to safety equipment, with \$146,000 earmarked for our SCBA lease payment. Additionally, in each of the budget years cited above, the city was required to increase spending on health insurance, pension shortfalls, and vehicle replacement costs; as a result, there were significant reductions in funding for other operational costs and the much needed purchases to replace or upgrade mission critical equipment. Based on the financial status of Boynton Beach Fire Rescue, the funding for replacement of our non-compliant Cardiac Monitors/Defibrillators to the current standard, will be unattainable without the award of this grant request.

\* In cases of demonstrated economic hardship, and upon the request of the grant recipient, the FEMA Administrator may waive or reduce an AFG grant recipient's cost share requirement. Is it your department's intent to apply for cost share waiver? No



\* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.** ( Enter numbers only and enter 0 if you do not have any of the vehicles below. )

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	1	1	12
Ambulances for transport and/or emergency response:	5	2	28
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	5	2	42
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	0	0	0
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	1	0	6
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	1	1	8

FEMA Form 080-0-2

### Fire Department Call Volume

2017

2016

2015

\* **Summary** of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Fire - NFIRS Series 100	187	68	148
	17	15	15

Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200			
Rescue & Emergency Medical Service Incident - NFIRS Series 300	11737	10951	10561
Hazardous Condition (No Fire) - NFIRS Series 400	347	195	168
Service Call - NFIRS Series 500	1008	974	994
Good Intent Call - NFIRS Series 600	944	999	971
False Alarm & False Call - NFIRS Series 700	1143	496	985
Severe Weather & Natural Disaster - NFIRS Series 800	14	5	4
Special Incident Type - NFIRS Series 900	8	12	13

**FIRES**

\* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	34	31	30
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	42	20	34
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	35	29	23
What is the total acreage of all vegetation fires?	15	11	12

**RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS**

\* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	1159	1139	1055
Of the NFIRS Series 300 calls, how many are "Extractions from Vehicles" (NFIRS Code 352)	2	0	0
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	27	7	18
How many EMS-BLS Response Calls	2873	3189	1934
How many EMS-ALS Response Calls	8864	6579	6467
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

**MUTUAL AND AUTOMATIC AID**

\* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	21	19	15
How many times did your organization receive Automatic Aid?	0	0	0
How many times did your organization provide Mutual Aid?	8	9	14
How many times did your organization provide Automatic Aid?	0	0	0
Of the Mutual and Automatic Aid responses, how many were structure fires?	0	0	1

FEMA Form 080-0-2



**Request Information**

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application **you will need to submit separate applications..**

Program Name

Operations and Safety

2. Will this grant benefit more than one organization?

Yes

If you answered "Yes" to Question 2, please explain how this request benefits other organizations below:

Boynton Beach Fire Rescue also provides Fire and EMS Services to four contracted service areas, which include: The Town of Hypoluxo, Ocean Ridge, Briney Breezes and The Village of Golf. In addition, Boynton Beach Fire Rescue has mutual aid agreements with Palm Beach County Fire Rescue, Delray Beach Fire Rescue and Boca Raton Fire Rescue. Our mutual aid partners carry new and upgraded ECG monitor diagnostic devices. A receiving function of these systems is to provide mutual aid patient care and transport support. By utilizing the upgraded cardiac monitors, we can assure a smooth transition in patient transfer. Additionally, we will adhere to approved Firefighter Regional Rehab protocols by following NFPA 1584 recommended safety guidelines for screening of firefighters during mutual aid fire ground operations and rehab by identifying carbon monoxide poisoning and life threatening methemoglobinemia.

* 3. Is your department facing a new risk, expanding service to new area, or experiencing an increased call volume?	Yes
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If you answered "Yes" to Question 3., please explain how your department is facing a new risk, expanding service to new area, or experiencing an increased call volume

Boynton Beach Fire Rescue is experiencing an increase in call volume each and every year, without an increase in response apparatus or personnel. In 2015, the department handled 13,341 emergency responses to 911 calls received. In 2016, emergency responses increased to 14,348 and in 2017 the number of emergency responses handled increased to 15,468. As statistics show, from 2015 to 2017, Boynton Beach has had an increase of 16% in call volume, without an increase in response personnel or apparatus.

4. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

* 5. Are you requesting a Micro Grant?	No
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A Micro Grant is limited to \$50,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants.

FEMA Form 080-0-2

**Request Details**

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

**Activity Specific Questions for AFG Operations and Safety Applications**

OMB No.: 1660-0054

Expiration Date: August, 31 2019

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 4.6 hours per response for FEMA Form 080-0-2b "Activity Specific Questions for AFG Operations and Safety Applications". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

The activities for program Operations and Safety are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	1	\$ 529,282	\$ 0
Modify Facilities	0	\$ 0	\$ 0
Personal Protective Equipment	0	\$ 0	\$ 0
Training	0	\$ 0	\$ 0
Wellness and Fitness Programs	0	\$ 0	\$ 0

Grant-writing fee associated with the preparation of this request. \$0

## Equipment

### Equipment Details

- What equipment will your organization purchase with this grant? Monitor/Defibrillator - 15 leads
- \* Please provide a detailed description of the item selected above. Boynton Beach Fire Rescue will purchase thirteen (13) Cardiac Monitor/Defibrillators for pre-hospital Advanced Cardiac Life Support to be placed on each of our ALS emergency units. Our current inventory of cardiac monitors has exceeded its lifespan and has caused excessive costly maintenance and out of service time. With 11,737 call to emergency medical services in 2017, the newest technology in modern Cardiac Monitor/Defibrillators will increase the survival rates in cardiac patients.
2. Number of units: (whole number only) 13
3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.) \$ 40714
4. Generally the equipment purchased under this grant program will:  
Replace non-compliant equipment to current standard
- If you selected "Replace unusable/unrepairable equipment to meet current standard" or "Replace non-compliant equipment to 9

current standard" (from Q4) above, please specify the age of equipment in years.

5. Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? Yes

In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.

6. Is your department trained in the proper use of the equipment being requested? Yes

7. Are you requesting funding to be trained for these item(s)? No  
(Funding for requested training should be requested in the Equipment Additional Funding section).(Under the Action column select Update Additional Funding)

8. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? Yes

FEMA Form 080-0-2b

### Firefighting Equipment - Narrative

\* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. \*4000 characters

First, we would like to thank you for your time in reviewing our grant proposal and taking an interest in further enhancing the Operations and Safety of Boynton Beach Fire Rescue.

After careful consideration and prioritization, Boynton Beach Fire Rescue has determined the equipment being requested in this grant, which is most vital to our daily EMS operations, is the procurement of thirteen (13) Cardiac Monitor/Defibrillators.

Our current cardiac equipment has limited capabilities and lack the technological advances of the past several years that can very much enhance patient monitoring and care. They are obsolete and cannot be upgraded with any new technology or capabilities. This includes the inability to transmit 12 lead analyses without additional hardware, to the receiving hospital or to monitor patient Carbon Monoxide levels. Current monitors on the market have a vast number of improvements over the units we currently have in service that can dramatically affect patient and responder care.

A vital concern is the monitoring of Carbon Monoxide levels for both responders and patients. Each year, carbon monoxide claims the lives of nearly 3,800 Americans and is the most commonly reported form of poisoning in the United States. NFPA 1854 also recommends the monitoring of CO in firefighters during rehab operations.

Boynton Beach Fire Rescue would like to improve ALS patient care through replacement of these outdated units that are the cornerstone of EMS response service. We respectfully request \$529,283 in aid from the Assistance to Firefighters Grant for purchase of thirteen (13) replacement 12 lead biphasic cardiac monitor /defibrillators, capable of 360 Joules, transmittable 12 lead analyses, pulse oximetry, CO2 detector, and Carbon Monoxide monitoring, which have become the standard in our county.

The requested equipment will be placed in service on all of our ALS Transport Rescues, ALS Engines, Truck and Heavy Rescue, and Paramedic Battalion Chief. Boynton Beach Fire Rescue commits to the 10% match, in the amount of approximately \$48,116, required of the grant should the grant be received, and also commits to all maintenance and training needs to keep the units in a constant state of readiness. The cost was taken



from an approximation from different manufacturer prices of the units with the same capabilities.

This equipment will allow us to meet our State and County Medical Direction and protocols to have full 12 lead capabilities. This equipment will also bring us into compliance with current training, patient care, and equipment standards including, but not limited to: NFPA Standards 450, 473, and 1584 and FDA Standards (21CFR870.5300: Performance Standard for DC-Defibrillator Including Paddles, 21CFR870.1025: Performance Standard for Arrhythmia Detector and Alarm).

Upon receipt of the units, hands-on training will be held for all Boynton Beach Fire Rescue personnel, along with continued annual training.

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\* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. \*4000 characters

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Protecting lives and property is the core mission of Boynton Beach Fire Rescue. The benefits of receiving funding would be exponential to the 77,720 residents of Boynton Beach, the four contracted service areas, and the three mutual aid cities we provide service to. The following is a list of issues existing with our current inventory of cardiac monitors:

NFPA standards for CO monitoring were not met until 2013.

Firefighter and patient health are at risk due to potential CO exposure during smoke and fire related incidents. 11,737 patients were treated without the technology that is available to easily identify ST elevation.

Electrocardiograms are not easily sent to the receiving cardiac hospital without the use of external devices and modems.

Monitor displays are hard to read in bright conditions.

Unit components have continuously failed or break, causing a maintenance agreement of almost \$20,000 per year.

A lack of monophasic/biphasic technology in the deliverance of defibrillation, which causes increased damage to the cardiac muscle.

Lack of the ability for continuous body temperature monitoring which is imperative in the return of spontaneous circulation in cardiac arrest patients, and is necessary to meet NFPA 1584 standards on firefighter rehabilitation.

One hundred percent of Boynton Beach Fire Rescue response areas will benefit from this life-saving cardiac equipment, enabling the receiving Cardiac Care Hospitals in our city to diagnose what type of cardiac patient is enroute to their facility, which increases the survivability of these patients. Firefighter/Paramedics will be able to identify and treat cardiac issues quicker and more efficiently due to having the most current technology available. This will reduce morbidity and increase the quality of care as a result of rapid intervention during cardiac emergencies.

The total cost for new cardiac monitor/defibrillators is \$529,283. Boynton Beach has 77,720 residents and the new monitors have a usable life of 8 years, which equates to \$1.17 (one dollar and seventeen cents), per resident, per year, to provide the most technologically advanced Cardiac Monitor/Defibrillators available to the residents of Boynton Beach.

In the effort to control costs, equipment has only been requested for our primary response units, all of which are ALS Transport Rescues, ALS Pumpers, an ALS Heavy Rescue and Tower Ladder, and a Paramedic Battalion Chief.

In the event Boynton Beach Fire Rescue would not receive funding towards the purchase of Cardiac Monitors/Defibrillators, the Paramedics and their patients would remain limited to older, less precise electrocardiogram monitoring, defibrillating, pacing and monitoring. The city is unable to keep pace with the cost of the technology of modern medicine, and Boynton Beach is a growing city with critical infrastructure, and needs to be able to treat all of our patients with the highest standard of pre-hospital care and management.

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\* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? \*4000 characters

In 2017, Boynton Beach Fire Rescue responded to 11,737 calls for Emergency Medical Services; an increase of 11% from 2016, and an increase of 11% from 2015. AFG funding will allow us to provide better patient care for our response area and fire department personnel. The cardiac monitor/defibrillator will be utilized on every medical response for vital sign monitoring. Additionally, the patient's odds of survival will be vastly improved when Paramedics acquire 12 lead ECGs in response to chest pain or other cardiac emergencies. Rapid identification and treatment has been shown to preserve cardiac function, limit infarct size, and reduce morbidity and mortality. In short, minimal time to treatment yields maximum patient benefit. As stated, many technological improvements have been made to the newest generation cardiac monitor/defibrillators. A sampling of these improvements include the latest algorithm for confirming cardiac activity; the ability to confirm/verify tube placement (ETCO<sub>2</sub>); the ability to view ST trending; a CPR metronome which effectively guides compression rates; carboxyhemoglobin (CO detection in the blood) monitoring, which also meets NFPA 1584 standards.

The 12-lead ECG performed and transmitted from the field is vital in the early detection and prompt treatment of patients with acute myocardial infarction. The procedure takes five minutes or less to perform and, when transmitted or interpreted on scene or en route, has been shown to shorten time to in-hospital treatment by roughly 30 to 60 minutes. The receiving Emergency Department can prepare for immediate patient assessment and rapid treatment with thrombolytic therapy or percutaneous transluminal coronary angioplasty (PTCA). Patients may also benefit from triage and transport to the most appropriate facility. Documentation of transient or intermittent arrhythmias (irregular heart beat) and other electrophysiologic events that occur in the prehospital setting can assist in diagnosis and treatment decisions in the Emergency Department. The prehospital 12-lead ECG not only provides a diagnostic quality ECG for use in the detection of AMI but also allows the knowledgeable paramedic to determine the area of myocardial injury, anticipate associated potential complications, and implement treatment strategies accordingly.

The additional capability of CO detection to our existing response capabilities would greatly enhance our ability to expeditiously make the proper field diagnosis and render the appropriate care and transport decisions, thus reducing morbidity and mortality from CO intoxication for both the public and firefighters.

The procurement of this equipment will allow the Department to meet 4 target capabilities. These capabilities include Emergency Triage and Pre-Hospital Treatment, Medical Surge, 12 lead telemetry and increased Responder Safety and Health.

This request meets the priorities of the Assistance to Firefighters Grant, in that the greatest benefits of funding will be achieved by supporting department's existing mission and to replace used or obsolete equipment.

We sincerely thank you for your consideration of our request, and hope for a favorable reply to replace our obsolete equipment for ALS service.

FEMA Form 080-0-2b

## Budget

### Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0



d. Equipment	\$ 529,282
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0

## Federal and Applicant Share

Federal Share	\$ 481,166
Applicant Share	\$ 48,116
Applicant Share of Award (%)	10

\* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 48,116)

a. Applicant	\$ 48,116
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

**Total Budget****\$ 529,282**

FEMA Form 080-0-2b

**Narrative Statement**

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For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

**Assurances and Certifications****FEMA Form SF 424B**

**You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.**

**Note: Fields marked with an \* are required.**

**O.M.B Control Number 4040-0007**

**Assurances Non-Construction Programs**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination

provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **JEFFREY DAVIDSON** on **10/08/2018**

**Form 20-16C**

**You must read and sign these assurances.**

**Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.**

**Note: Fields marked with an \* are required.**

**O.M.B Control Number 1660-0025**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

**1. Lobbying**

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

**2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)**

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street

City

State

Zip

Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by JEFFREY DAVIDSON on 10/08/2018



**FEMA Standard Form LLL**

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**Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.**

## Submit Application

### Application 100% complete, Submitted

Please click on any of the following links to visit a particular section of your application. Once all areas of your application are complete, you may submit your application.

Application Area	Status
Applicant's Acknowledgements	<a href="#">Complete</a>
Overview	<a href="#">Complete</a>
Contact Information	<a href="#">Complete</a>
Applicant Information	<a href="#">Complete</a>
Applicant Characteristics (I)	<a href="#">Complete</a>
Applicant Characteristics (II)	<a href="#">Complete</a>
Department Call Volume	<a href="#">Complete</a>
Request Information	<a href="#">Complete</a>
Request Details	<a href="#">Complete</a>
Budget	<a href="#">Complete</a>
Assurances and Certifications	<a href="#">Complete</a>

#### PLEASE READ THE FOLLOWING STATEMENTS BEFORE YOU SUBMIT.

- **YOU WILL NOT BE ALLOWED TO EDIT THIS APPLICATION ONCE IT HAS BEEN SUBMITTED.** If you are not yet ready to submit this application, save it, and log out until you feel that you have no more changes.
- **When you submit this application, you, as an authorized representative of the organization applying for this grant, are certifying that the following statements are true:**

**To the best of my knowledge and belief, all data submitted in this application are true and correct.**

**This application has been duly authorized by the governing body of the applicant and the applicant will comply to the Assurances and Certifications if assistance is awarded.**

**To sign your application, check the box below and enter your password in the space provided. To submit your application, click the Submit Application button below to officially submit your application to FEMA.**

**Note: The primary contact will be responsible for signing and submitting the application. Fields marked with an asterisk (\*) are required.**

**I, JEFFREY B DAVIDSON, am hereby providing my signature for this application as of 16-Oct-2018.**





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO R18-158** - Approve Task Order No. UT-2C-01 to CDM Smith in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by Commission on August 7, 2018 for work in connection with Hydraulic Evaluation of Downtown Stormwater System not to exceed \$62,040.

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**EXPLANATION OF REQUEST:** CDM Smith, when authorized, will perform the necessary data collection required to update the City's 1989 Hydraulic Model of the Downtown Stormwater conveyance and treatment system. Outputs generated from the model will be utilized to assist with updating the Town Square Development Environmental Resources Permit (ERP). The model will be capable of assessing stormwater impacts from different rainfall intensities and durations.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** This updated hydraulic model will allow the City to accurately manage stormwater runoff received from the Town Square Development within the downtown watershed.

**FISCAL IMPACT:** Budgeted The funds have been budgeted in Utility CIP account 403-538-5010-65.09, Project STM031

**ALTERNATIVES:** An alternative would be not to update the hydraulic model and utilize dated information when permitting development and redevelopment in the downtown watershed.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving Task Order UT-2C-01
▣ Contract	CDM Smith Gen Consulting Contract
▣ Task Order	CDM Scope C Task Order 1 Budget
▣ Task Order	CDM Smith Task Order 1

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12           **WHEREAS**, CDM Smith was awarded a General Consulting Services Contract, Scope  
13   C, on August 7, 2018 in accordance with RFQ No. 046-2821-17/TP; and

14           **WHEREAS**, CDM Smith will perform the necessary data collection require to update  
15   the City’s 1989 Hydraulic Model of the Downtown Stormwater conveyance and treatment  
16   system;

17           **WHEREAS**, this updated hydraulic model will allow the City to accurately manage  
18   stormwater runoff received from the Town Square Development within the downtown  
19   watershed; and

20           **WHEREAS**, staff is recommending that the City Commission approve and authorize  
21   the City Manager to sign Task Order No. UT-2C-01 with CDM Smith, Inc., for work in  
22   connection with Hydraulic Evaluation of Downtown Stormwater System in an amount not to  
23   exceed \$62,040.00 utilizing the City’s existing contract RFQ 046-2821-17/TP “GENERAL  
24   CONSULTING SERVICES”.

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign Task Order No. UT-2C-01 with CDM Smith, Inc., for work in connection with Hydraulic Evaluation of Downtown Stormwater System in an amount not to exceed \$62,040.00 utilizing the City's existing contract RFQ 046-2821-17/TP "GENERAL CONSULTING SERVICES", a copy of the Task Order is attached hereto as Exhibit "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 – Mack McCray \_\_\_\_\_

Commissioner – Justin Katz \_\_\_\_\_

Commissioner – Vacant \_\_\_\_\_

VOTE

ATTEST:

Judith A. Pyle, CMC  
City Clerk

(Corporate Seal)



## GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT<sup>1</sup> is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CDM SMITH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

### ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
<input checked="" type="checkbox"/>	Scope Category B	Infrastructure Improvements and Evaluations
<input checked="" type="checkbox"/>	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

### 1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

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<sup>1</sup> The term "Agreement" has the same meaning as the term "contract".



- 1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.
- 1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.
- 1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.
- 1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.
- 1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or
- 1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

- of general market conditions.
- 1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.
  - 1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.
  - 1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.
  - 1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.
  - 1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.
- 1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- 1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

- 1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.
  - 1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.
  - 1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.
  - 1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.
  - 1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.
  - 1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.
  - 1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.
- 1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully completed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

- 1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.
- 1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.
- 1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.
- 1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.
- 1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:
  - ❖ Conducting all pre-construction conferences;
  - ❖ Conducting all necessary construction progress meetings;
  - ❖ Observation of the work in progress to the extent authorized by the CITY;
  - ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
  - ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY's activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

### **1.3 ADDITIONAL SERVICES**

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting



proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

## **1.4 CITY'S RESPONSIBILITIES**

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- 1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.
- 1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.
- 1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:
  - 1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;
  - 1.4.1.6 Appropriate professional interpretations of all of the foregoing;
  - 1.4.1.7 Environmental assessment and impact statements;
  - 1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;
  - 1.4.1.9 Property descriptions;
  - 1.4.1.10 Zoning, deed and other land use restrictions;
  - 1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and
  - 1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.
  - 1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

## 1.5 SEQUENCE OF EVENTS

- 1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.
- 1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.
- 1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds \$25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.
- 1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT, failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.
- 1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.
- 1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.
- 1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

- 1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

## 1.6 DEFINITION OF DEFAULT

- 1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

- 1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

## **ARTICLE 2 - TERM**

- 2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.
- 2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

## **ARTICLE 3 - TIME OF PERFORMANCE**

- 3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

## **ARTICLE 4 - PAYMENT**

- 4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:
- ❖ Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
  - ❖ Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - ❖ Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- ❖ The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- ❖ In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.
- ❖ Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.
- ❖ Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.
- ❖ Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.
- ❖ The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- ❖ The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or 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 may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

#### **ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS**

- 5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

#### **ARTICLE 6 - FUNDING**

- 6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

#### **ARTICLE 7 - WARRANTIES AND REPRESENTATIONS**

- 7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

**ARTICLE 8 - COMPLIANCE WITH LAWS**

- 8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

**ARTICLE 9 - INDEMNIFICATION**

- 9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.
- 9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT



## **ARTICLE 10 - INSURANCE**

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of \$1,000,000 per claim/aggregate.

- 10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.
- 10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR**

- 11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.
- 11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

#### **ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES**

- 12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE**

- 13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.
- 13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

**ARTICLE 14 - SUBCONTRACTING**

- 14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:
- 14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.
- 14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

**ARTICLE 15 - DISCRIMINATION PROHIBITED**

- 15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

**ARTICLE 16 - ASSIGNMENT**

- 16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

#### **ARTICLE 17 - NON-WAIVER**

- 17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **ARTICLE 18 - TERMINATION**

- 18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.
- 18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

#### **ARTICLE 19 - DISPUTES AND VENUE**

- 19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

#### **ARTICLE 20 - UNCONTROLLABLE FORCES**

- 20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

- 20.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

**ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES**

- 21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

**ARTICLE 22 – ESTIMATES AND PROJECTIONS**

- 22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

**ARTICLE 23 – THIRD PARTIES**

- 23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

**ARTICLE 24 - NOTICES**

- 24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

Copy to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CDM Smith, Inc.
Attn: Suzanne Mechler, P.E.
621 NE 53 <sup>rd</sup> Street
Suite 265
Boca Raton, FL 33487

**ARTICLE 25 - INTEGRATED AGREEMENT**

- 25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.
- 25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

**ARTICLE 26 - SOVEREIGN IMMUNITY**

- 26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.
- 26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

## **ARTICLE 27 – PUBLIC RECORDS**

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**(CITY CLERK)  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA, 33425  
561-742-6061.  
PYLEJ@BBFL.US**

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 20<sup>th</sup> day of August, 2018.

CITY OF BOYNTON BEACH

Lari Salasane  
City Manager

[Signature]  
CONSULTANT

Attest/Authenticated:

City Clerk  
Title

Judith A. Ryb  
City Clerk



Approved as to Form:

[Signature]  
Office of the City Attorney

Attest/Authenticated:

Paul Milligan  
Secretary



EXHIBIT "A"  
FEE SCHEDULE

FIRM: CDM SMITH INC.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Principal	\$270.00
Project Manager	\$250.00
Senior Engineer	\$220.00
Process Engineer	\$220.00
Sr Electrical Egn.	\$230.00
Elec. Egn.	\$160.00
Process Control/Inst. Egn.	\$210.00
Sr. Mechanical Engineer	\$230.00
Mechanical Engineer	\$160.00
Engineer	\$160.00
Designer	\$140.00
GIS Specialist	\$180.00
CADD/Technician	\$140.00
Public Relations Specialist	\$150.00
Construction Inspector	\$165.00
Sr. Rate analyst	\$240.00
Clerical/Administrative	\$120.00

Reimbursable Expenses:

Direct costs such as postage, prints, delivery  
service will be billed at cost.

**EXHIBIT "B"**  
**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.)*

<u>TYPE</u>	(Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
<hr/>			
General Liability		General Aggregate	\$ 1,000,000.00
Commercial General Liability		Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)		Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability		Each Occurrence	\$ 1,000,000.00
Professional Liability		Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers		Med. Expense (any one person)	\$ 5,000.00
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			
<hr/>			
Automobile Liability		Combined Single Limit	\$ 500,000.00
Any Auto	Bodily Injury (per person)		to be determined
All Owned Autos	Bodily Injury (per accident)		to be determined
Scheduled Autos	Property Damage		to be determined
Hired Autos	Trailer Interchange	\$	50,000.00
Non-Owned Autos			
PIP Basic			
Intermodal			
<hr/>			
Garage Liability		Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$	100,000.00
Garage Keepers Liability	Each Accident		\$ 1,000,000.00
	Aggregate		\$ 1,000,000.00
<hr/>			
Excess Liability		Each Occurrence	to be determined
Umbrella Form		Aggregate	to be determined
<hr/>			
Worker's Compensation			Statutory Limits
Employer's Liability	Each Accident		\$ 100,000.00
	Disease, Policy Limit		\$ 500,000.00
	Disease Each Employee		\$ 100,000.00
<hr/>			
Property			
Homeowners Revocable Permit			\$ 300,000.00
Builder's Risk			Limits based on Project Cost
<hr/>			
Other - As Risk Identified			to be determined
<hr/>			

EXHIBIT “C”  
PERFORMANCE EVALUATION FORM  
CONSULTING ENGINEERS

Date:		Name of Firm:						
Office Location:								
1.	Service:	(Check One)	<input type="checkbox"/>	Planning/Study Activity, Report, Other				
			<input type="checkbox"/>	Design/Engineering Services/Preliminary Bid Document				
			<input type="checkbox"/>	Final Document/Bidding/Contractor Award				
			<input type="checkbox"/>	Construction Phase/Completion				
2.	Name of Project:							
3.	Project Manager:							
CONSTRUCTION CONTRACT DATA								
5.								
a.	Engineer's estimate:	\$		Final Cost:	\$			
b.	Substantial Construction Completion Date:							
c.	Final Construction Completion Date:							
6.	Overall Rating	(Check One)	<input type="checkbox"/>	Unsatisfactory				
			<input type="checkbox"/>	Poor				
			<input type="checkbox"/>	Fair				
			<input type="checkbox"/>	Good				
			<input type="checkbox"/>	Excellent				
7.	Recommended for Future Contracts?		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.								
8.	Name, title, and office of rating officer (e.g. Utilities Director):							
9.	Signature of rating officer:							

**EXHIBIT "C"**  
**PERFORMANCE EVALUATION FORM**  
**CONSULTING ENGINEERS (CONTINUED)**

**DESIGN/ENGINEERING SERVICES AND PRELIMINARY**  
**BID DOCUMENT PREPARTION PHASE**

Rate numerically 1 to 5 with 5 being the highest score    N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

\*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

**FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT**

Rate numerically 1 to 5 with 5 being the highest score    N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

**EXHIBIT “C”**  
**PERFORMANCE EVALUATION FORM**  
**CONSULTING ENGINEERS (CONTINUED)**

**CONSTRUCTION PHASE COMPLETION**

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"  
PERFORMANCE EVALUATION FORM  
CONSULTING ENGINEERS  
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/02/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE  INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: New Hampshire Insurance Company 23841 INSURER C: American Home Assurance Co. 19380 INSURER D: Illinois National Insurance Co 23817 INSURER E: Lloyd's Syndicate No. 2623 AA1128623 INSURER F:
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COVERAGES CERTIFICATE NUMBER: 570072564350 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL3629894	01/01/2018	01/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			CA 1921822 AOS CA 1921821 MA	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC014649625 AOS WC014649626 AK,AZ,VA	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Archit&Eng Prof			PSDEF1800033 Professional/Claims Made	01/01/2018	01/01/2019	Each Claim Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Boynton Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included under the General Liability policy where required by written contract. Contractual Liability is included under the General Liability policy where required by written contract.

CERTIFICATE HOLDER  City of Boynton Beach Attn: Charles J. Magazine Risk Manager 100 E. Boynton Beach Blvd. PO Box 310 Boynton Beach FL 33435-0310 USA	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  <i>Aon Risk Services Northeast, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570072564350			
CARRIER See Certificate Number: 570072564350	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES      If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2018	01/01/2019		
D		N/A		WC014649628 FL	01/01/2018	01/01/2019		
B		N/A		WC014649629 IL, KY, NC, NH, UT, VT	01/01/2018	01/01/2019		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2018	01/01/2019		
B		N/A		WC014649631 NJ, PA	01/01/2018	01/01/2019		



**Hydraulic Analysis for Downtown Stormwater System**  
**Task Order No. UT-2C-01**  
**Budget**  
**Task 1 Town Square Permit Support**

<i>Task No.</i>	<i>Description</i>	<i>Principal</i>	<i>Project</i>	<i>Engineer</i>	<i>GIS</i>	<i>CADD/ Technician</i>	<i>Clerical</i>	<i>Total</i>	<i>Total</i>	<i>ODCs</i>
		<i>\$270</i>	<i>\$250</i>	<i>\$160</i>	<i>\$180</i>	<i>\$140</i>	<i>\$120</i>	<i>Hours</i>	<i>Labor</i>	
		<i>Hrs</i>	<i>Hrs</i>	<i>Hrs</i>	<i>Hrs</i>	<i>Hrs</i>	<i>Hrs</i>	<i>Hrs</i>	<i>\$</i>	<i>\$</i>
1	Kickoff & ERP Pre-Application Meetings	2	8	8		16	1	35	\$ 6,180	\$ 200
	<b><i>SUB-TOTAL</i></b>	2	8	8	0	16	1	35	\$ 6,180	\$ 200
	<b><i>Total Fee</i></b>									<b>\$6,380</b>

**Hydraulic Analysis for Downtown Stormwater System**  
**Task Order No. UT-2C-01**  
**Budget**  
**Task 2 Downtown Watershed Permit Update**

<i>Task No.</i>	<i>Description</i>	<i>Principal \$270 Hrs</i>	<i>Project Manager \$250 Hrs</i>	<i>Engineer \$160 Hrs</i>	<i>GIS Specialist \$180 Hrs</i>	<i>CADD/ Technician \$140 Hrs</i>	<i>Clerical \$120 Hrs</i>	<i>Total Hours Hrs</i>	<i>Total Labor \$</i>	<i>ODCs \$</i>
2.1	Data Collection, Evaluation, & Supplemental Survey									
2.1.1	Data Collection and Evaluation	2	4	8	8	0	2	24	\$ 4,500	\$ 50
2.1.2	Field Reconnaissance	0	2	8	2	8	0	20	\$ 3,260	\$ 100
2.1.3	Supplemental Survey Request	0	0	0	0	0	0	0	\$ -	\$ -
2.2	Stormwater Model Update	8	8	16	8	48	0	88	\$ 14,880	
2.3	ERP Permit Application	4	16	50	0	24	16	110	\$ 18,360	\$ 1,200
2.4	Project and Quality Management Meetings									
2.4.1	Project Meetings	4	12	12	0	0	3	31	\$ 6,360	\$ 300
2.4.2	Project Quality Management	8	1	8	0	0	0	17	\$ 3,690	\$ -
2.4.3	Project Status Reports	0	8	0	0	0	8	16	\$ 2,960	
	<b>SUB-TOTAL</b>	26	51	102	18	80	29	306	\$ 54,010	\$ 1,650
	<b>Total Project</b>									\$55,660



## **Hydraulic Analysis for Downtown Stormwater System**

**Contract No.: 046-2821-17/TP – General Consulting Services**

### **Scope Category “C”**

Task Order No. UT-2C-01

#### **Background**

This Task Authorization – Hydraulic Analysis for Downtown Stormwater System, when executed, shall become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (CONSULTANT) dated August 20, 2018 as it relates to supporting the preparation of a South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) modification for the CITY's Town Square and Fire Station No. 1 (Town Square) redevelopment project being designed by Kimley Horn and Associates (KHA) and preparing an application for modification of the SFWMD ERP for the Downtown Watershed, originally issued by SFWMD in January 1999 (No, 50-04166-P). The Town Square is located within the Downtown Watershed and tributary to the downtown regional stormwater facility (Pond B).

#### **Scope of Work**

To support the ERP modification for the Town Square project, the CONSULTANT will provide an update to CONSULTANT's technical memorandum dated September 18, 2018. The CONSULTANT will then update the existing model as described herein to provide the technical basis for an update to the ERP for the Downtown Watershed to be developed by CONSULTANT. As part of the Downtown Watershed ERP update CONSULTANT will review available topographic map data and stormwater infrastructure data within the permit area that may alter the hydrologic and/or hydraulic representation of the stormwater model for the downtown watershed. These data will be incorporated into the updated permit model for purposes of supporting the permit application.

#### **Task 1 – Update to Pond B Capacity Evaluation Memorandum**

CONSULTANT's memorandum dated September 18, 2018 documented updates made to the Downtown Watershed Stormwater Model and the results of model simulations representing stormwater infrastructure performance for pre and post Town Square project condition. This was done for the 10 year and 100-year storm events. CONSULTANT will update the memorandum to be included as part of the Town Square project ERP update to be prepared by Kimley Horn for submission to SFWMD. The memorandum will document the results of simulations of up to two additional storm events using the previously updated Model. No updates to the Model will be completed as part of this task. It is expected that Kimley Horn will provide Town Square site discharge hydrographs for the additional storm events.

Budget has been included additional modelling and reporting of results for one Request for Additional Information from the District.

## **Task 2 – Update to Downtown Watershed ERP**

Following completion Task 1, Consultant will prepare an application for updating the ERP for the Downtown Watershed. This permit will incorporate area tributary to Pond B including the original permit area with improvements and Best Management Practices (BMPs) that have been completed since the time the permit was issued as well as additional area added through permit modification. The results of this work will be a single comprehensive permit that will account for the existing condition as well as an up to date model that could be used for planning future development within the Downtown Watershed.

### **Task 2.1 – Data Collection & Supplemental Survey**

The CONSULTANT will collect the following data if available for the Downtown Watershed.

#### *Subtask 2.1.1 – Data Collection*

The CONSULTANT will collect the following data for the Downtown Watershed as available from the noted source:

##### The City of Boynton Beach

- Stormwater structure inventory data.
- Stormwater infrastructure permit data.
- Roadway improvement plans containing stormwater infrastructure data.
- 2018 and Build-out land use data (2 scenarios).
- Historical flood complaint logs.

##### South Florida Water Management District

- ERP data for the Downtown Watershed available on the SFWMD permitting web site.
- Topographic map data.
- Aerial imagery.

##### Florida Department of Transportation

- Stormwater infrastructure construction drawings within the Downtown Watershed.

The CONSULTANT will incorporate the data collected into a geodatabase using the Geographic Information System (GIS) ArcMap Version 10.5 software from ESRI. Only the data needed to update the hydrologic and hydraulic representation of the Downtown Watershed stormwater model will be included in the geodatabase developed under this Task Authorization.

#### *Subtask 2.1.2 – Field Reconnaissance*

The CONSULTANT will conduct a field reconnaissance of the permit area that will include the following:

- Windshield survey of roadside swales.
- Observed inlets not included in the CITY provided stormwater GIS inventory.

The CONSULTANT will capture these data in a geodatabase. Note that only general location information will be captured using a data collector GIS tool (no geometric data or subsurface data). For budgeting purposes, the CONSULTANT has allocated 1-field days using a 2-person crew. In the event additional elevation/survey needs are identified, these needs will be relayed to the City. The City will be responsible for providing required elevation/survey data.

### **Task 2.2 – Downtown Watershed Stormwater Model Update**

The CONSULTANT will update the 2018 SWMM5 hydrologic and hydraulic data using the information collected under Task 2.1.1 and 2.1.2. The stormwater model uses the Environmental Protection Agency (EPA) Stormwater Management Model Version 5 (SWMM5) and PCSWMM 17, which is a Graphical User Interface (GUI) for the EPA SWMM5. The model update will include the area tributary to Pond B:

- Convert the existing model from the National Geodetic Vertical Datum of 1929(NGVD29) to NAVD88.
- HU runoff parameters (flow width, infiltration, imperviousness, etc.)
- Overland flow connectivity to modeled system (e.g., street overflows)

Once the updates have been made to the stormwater model, the CONSULTANT will simulate the following design storm events and check for computational stability. The model will be deemed numerically stable if the mass balance of inflows versus outflows is within 5 percent or less.

- 100-Year/72-Hour Design Storm
- 25-Year/72-Hour Design Storm
- 10-Year/72-Hour Design Storm

The SFWMD rainfall distribution will be used for each design storm event. The CONSULTANT will confirm with both the CITY and the SFWMD on total rainfall volume to be used for each design storm event. Peak stages and flows predicted by the stormwater model will be tabulated. The CONSULTANT will also use the existing LiDAR data to prepare a flood inundation map to help identify flood risk areas within the CITY. It should be noted that alternatives analysis for identified flooding problems as well as flood risk associated with sea level rise are not part of this Task Authorization.

### **Task 2.3 – Conceptual ERP Permit Application**

The CONSULTANT will prepare an ERP modification application for the Downtown Watershed. The ERP will require completion of Sections A and E. The following assumptions have been made for this effort:

- The CONSULTANT assumes that the SFWMD will agree that no significant wetland/surface impacts will occur that would require ecological analysis (e.g., UMAM), mitigation, or survey.
- The CONSULTANT will respond to 1 additional Request for Additional Information (RAI) from the SFWMD.
- The CONSULTANT will include the cost of the ERP application fee as part of this Task Assignment as a direct cost.

## **Task 2.4 – Project and Quality Management Meetings**

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT's standards and the CITY's requirements. Specific activities included are identified below:

### *Subtask 2.4.1 –Progress Meetings*

The CONSULTANT will meet with the CITY at regular intervals during the duration of the project to discuss the progress of the project. A total of three progress meetings have been planned for budget estimating purposes. The CONSULTANT will prepare meeting notes of each meeting as appropriate. This task also includes internal team meetings.

### *Subtask 2.4.2 – Project Quality Management*

The CONSULTANT maintains a quality management system (QMS) for CITY projects performed by the CONSULTANT. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

### *Subtask 2.4.3 – Project Status Reports*

The CONSULTANT's project manager will prepare and submit a monthly written status report and invoice for anticipated project duration of 4 months. Additionally, the CONSULTANT will provide email updates as requested by the CITY.

## **Assumptions**

The above described engineering services have been based upon the following assumptions:

- KHA will be responsible for providing the CITY and the CONSULTANT the discharge hydrographs from the Town Square redevelopment site for use in the CONSULTANT's stormwater model for 4 design storm events (Task 1).
- The CONSULTANT assumes that the SFWMD will agree that no significant wetland/surface impacts will occur that would require ecological analysis (e.g., UMAM), mitigation, or survey (Task 2.3).
- The CONSULTANT will respond to 1 additional Request for Additional Information (RAI) from the SFWMD (Task 2.3).
- The CITY will make the relevant data available to the CONSULTANT (Task 2.3).

- Additional survey needs identified in Task 3 will be provided by the CITY following their approval of the need (Task 2.3).

### **Deliverables**

The CONSULTANT will provide the following deliverables to the CITY:

- Meeting notes for the project kickoff meeting, SFWMD meetings, and project status review meetings.
- Environmental Resource Permit (ERP) modification for the CITY's Town Square and Fire Station No. 1 redevelopment
- Response to one ERP Request for Additional Information.
- One DVD containing a digital copy of GIS data in a geodatabase format; updated EPA SWMM5 stormwater model input and output files for the 3 design storm events.

### **Fee**

For the services performed under this Task Authorization, the CITY agrees to pay the CONSULTANT the lump sum fees for Task 1 and Task 2 as summarized below. The fee build-up for the lump sum amount are presented in the attached tables.

**Task 1 - \$6,380**

**Task 2 - \$55,660**

### **Schedule**

The CONSULTANT shall complete the work within 4 months of receipt of the notice-to-proceed from the City. A project schedule will be developed following the project kickoff meeting with CITY staffs.

cc: Suzanne Mechler  
Brian Mack



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-159** - Authorize the City Manager to sign a Piggyback Agreement with Caterpillar, Inc. and a Purchase Order for rental of a 1,000 Kilowatt (KW) emergency backup generator and cables at the East Water Treatment Plant (EWTP) from Pantropic Power Cat in Miami, FL for a monthly cost of \$7,866, or an annual cost of \$94,392.

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**EXPLANATION OF REQUEST:**

**Contract Period:** January 29, 2018 - January 29, 2022

Following the failure of the backup generator at the EWTP a backup generator has been rented while decisions are made on the best long term solution for power supply at the plant. It has now been determined that the best solution, based upon the favorable electric rates utilizing the FPL curtailment program, is to install backup diesel generator(s). A task order is being prepared to cover the necessary engineering design.

The operating permit for the plant requires backup power systems to enable operations to continue during any loss of supply from Florida Power and Light.

The pricing is based upon Sourcewell/NJPA Contract # 120617-CAT and Pantropic is an authorized Caterpillar Dealer. Pantropic The finance department has reviewed and determined that the Sourcewell procurement process satisfies the City's competitive bid requirements. The NJPA contract terms include a minimum of a 10% discount from list for the rental price. The list price for the unit we are renting is \$11,000/month compared to our price of \$6,600 which exceeds the 10% threshold.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** The rental of this emergency generator will provide the necessary power during an outage to ensure continuity of operations at the EWTP thus maintaining uninterrupted supply of drinking water to our customers.

**FISCAL IMPACT:** Budgeted Funding will be charged to account 401-2811-536-44.30

**ALTERNATIVES:** Since a backup power supply is required for the EWTP there is no feasible alternative.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution approving piggy-back of Sourcewell for rental of emergency backup generator
<input type="checkbox"/> Agreement	Piggy-back agreement with Caterpillar
<input type="checkbox"/> Attachment	Pantropic Monthly cost
<input type="checkbox"/> Attachment	Form C Authorizing Caterpillar Dealers
<input type="checkbox"/> Attachment	Caterpillar Dealers
<input type="checkbox"/> Attachment	Sourcewell/NJPA #120617-CAT
<input type="checkbox"/> Attachment	120617-CAT Acceptance

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**RESOLUTION NO. R18-**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A PIGGYBACK AGREEMENT WITH CATERPILLAR, INC. AND A PURCHASE ORDER FOR RENTAL OF A 1.000 KILOWATT (KW) EMERGENCY BACKUP GENERATOR AND CABLES AT THE EAST WATER TREATMENT PLANT (EWTP) FROM PANTROPIC POWER CAT IN MIAMI, FL FOR A MONTHLY COST OF \$7,866, OR AN ANNUAL COST OF \$94,392; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** City staff has confirmed that Sourcewell's procurement process satisfies the City of Boynton Beach's competitive bid requirements; and

**WHEREAS,** upon recommendation of staff, it is the City's desire to piggy-back the Sourcewell NJPA Contract #120617-CAT for rental of an emergency backup generator and cables at the East Water Treatment Plant from Pantropic Power Cat in Miami, FL for an annual cost of \$94,392.00.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves piggy-backing the Sourcewell NJPA Contract #120617-CAT for rental of an emergency backup generator and cables at the East Water Treatment Plant from Pantropic Power Cat in Miami, FL for an annual cost of \$94,392.00.

Section 3. The City Manager is hereby authorized to sign a contract with

31 Caterpillar, Inc, and purchase order with Pantropic Power Cat, it's authorized dealer, a copy  
32 of which is attached hereto as Exhibit "A".

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

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

35 CITY OF BOYNTON BEACH, FLORIDA

36 YES NO

37  
38 Mayor – Steven B. Grant \_\_\_\_\_

39  
40 Vice Mayor – Christina L. Romelus \_\_\_\_\_

41  
42 Commissioner – Mack McCray \_\_\_\_\_

43  
44 Commissioner – Justin Katz \_\_\_\_\_

45  
46 Commissioner – Vacant \_\_\_\_\_

47  
48 VOTE \_\_\_\_\_

49 ATTEST:

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51

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

54 City Clerk

55

56

57 (Corporate Seal)

58

## CONTRACT FOR GENERATOR RENTAL

This Agreement is by and between Caterpillar, Inc., a foreign Corporation authorized to do business in the State of Florida, with offices at 100 N.E. Adams Street, Peoria, IL 61629 (“CATERPILLAR”), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with a mailing address of Post Office Box 310, Boynton Beach, FL 33425 (the “City”).

### RECITALS

**WHEREAS**, following the failure of the backup generator at the EWTP a backup generator has been rented while decisions are made on the best long term solution for power supply at the plant. It has now been determined that the best solution, based upon the favorable electric rates utilizing the FPL curtailment program, is to install backup diesel generator(s) ; and

**WHEREAS**, CATERPILLAR, has agreed to allow the City to piggy-back the Sourcewell NJPA Contract #120617-CAT for rental of an emergency backup generator through Pantropic , it’s authorized dealer in an estimated annual amount of \$94,392.00.

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

### AGREEMENT

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

Section 2. The City and CATERPILLAR agree that Pantropic shall provide rental backup generator at the East Water Treatment Plant in an estimated annual amount of \$94,392.00 at prices based on Sourcewell NJPA Contract 120617-CAT, a copy of which is attached hereto as Exhibit “A”, except as hereinafter provided:

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

B. **Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days

from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

C. VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Palm Beach County, Florida

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

City: Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, Florida 33425  
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

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

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

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

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

Section 6. In all other aspects, the terms and conditions of the Sourcewell Contract are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

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

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

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

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

CATERPILLAR, INC.

WITNESSES:

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

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

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
Date

**EXHIBIT A**  
**AGREEMENT BETWEEN SOURCEWELL**  
**AND CATERPILLAR, INC.**





**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26 / Page 22	Vendors' certificate(s) must include all subcontractors as additional insureds under its policies	Caterpillar Dealers cannot be named as additional insureds on this certificate.	NJPA Accepts
7.16 / Page 26 -27	The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period.	As a large international enterprise, Caterpillar Inc. can manage numerous litigation and other proceedings all over the globe for itself and for its subsidiaries and its affiliates. Caterpillar Inc. agrees to provide the information requested in 7.16 for activities that directly impact Caterpillar Inc.'s performance obligations under the NJPA contract.	NJPA Accepts
8.9 / Page 28	Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member	Caterpillar Inc. will use its subcontractors, who are independently owned and operated Dealers, to provide services to NJPA Members. Caterpillar Dealer's will comply with the applicable prevailing wage legislation required for the services provided to NJPA Members in their jurisdictions.	NJPA Accepts

Proposer's Signature:

A handwritten signature in black ink, appearing to be 'Burt M...', is written over a horizontal line.

Date: 11/21/2017**NJPA's clarification on exceptions listed above:**

Review and Approved:

A handwritten signature in black ink, appearing to be 'Jli', is written over a horizontal line.

NJPA Legal Department



# FIND YOUR DEALER

Need help finding a Cat dealer near you? To use the Cat dealer locator below, simply enter your address and select the type of equipment you're looking for. Or, if you already know the name of the dealer you're searching for, you can type in the dealer's name for a list of locations.

Address, City and State OR Country and Postal Code

## MORE SEARCH OPTIONS

Show this type of location

- ☐ Sales
- ☐ Parts & Services
- ☒ Rental

For this type of Equipment

- ☐ Machines
- ☒ Electrical Power
- ☐ Industrial And Rail Engines
- ☐ Oil & Gas
- ☐ Marine Engines
- ☐ Vocational Trucks
- ☐ On-Highway Truck Engines



Dark Gray pins Represent Home Dealer for Your Area

OR

Dealer Name

**FIND LOCATIONS**

## SEARCH RESULTS

UNITS: ☒ US ☐ METRIC

1 - 5 of 11 Listings

☐ 1 ☐ 2 ☐ 3 ☐

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### PANTROPIC POWER CAT

5460 OKEECHOBEE BLVD  
West Palm Beach Florida, 33417

13.6 Miles

[Driving Directions](#)

[View on Map](#)

### Electric Power

1 561 640-7894 - FAX  
1 561 640-0818 - GENERAL INFO

### E-Mails:

[Marketing@KELLYTRACTOR.COM](mailto:Marketing@KELLYTRACTOR.COM)

### Web:

[www.kellytractor.com](http://www.kellytractor.com)

### Electric Power:

MONDAY 730 - 1730  
TUESDAY 730 - 1600  
WEDNESDAY  
FRIDAY 730 - 1730  
SATURDAY 800 - 1200

## SERVICES OFFERED

- 2 **PANTROPIC POWER CAT**  
1881 W STATE ROAD 84 STE 103  
Fort Lauderdale Florida, 33315  
29.4 Miles  
[Driving Directions](#)  
[View on Map](#)

**Electric Power**  
1 954 791-7719 - FAX  
1 954 797-7972 - GENERAL INFO

**E-Mails:**  
[kellytractorleads@kellytractor.com](mailto:kellytractorleads@kellytractor.com)

**Web:**  
[www.kellytractor.com](http://www.kellytractor.com)

**Electric Power:**  
TUESDAY 730 - 1600  
WEDNESDAY 730 - 1600  
THURSDAY  
FRIDAY 730 - 1730  
SATURDAY 730 - 1200

#### SERVICES OFFERED

- 3 **PANTROPIC POWER CAT**  
8205 NW 58TH ST  
Miami Florida, 33166  
49.3 Miles  
[Driving Directions](#)  
[View on Map](#)

**Electric Power**  
1 305 477-1943 - FAX  
1 305 592-4944 - GENERAL INFO

**E-Mails:**  
[kellytractorleads@kellytractor.com](mailto:kellytractorleads@kellytractor.com)

**Web:**  
[www.kellytractor.com](http://www.kellytractor.com)

**Electric Power:**  
MONDAY 730 - 1600  
WEDNESDAY 730 - 1600  
THURSDAY 730 - 1600  
FRIDAY 730 - 1600  
SATURDAY 730 - 1200

#### SERVICES OFFERED

- 4 **M & E LIMITED CAT**  
QUEENS HIGHWAY  
Freeport City Of Freeport,  
87.4 Miles  
[Driving Directions](#)  
[View on Map](#)

**Electric Power**  
1 242 352-5998 - FAX  
1 242 352-5981 - GENERAL INFO

**E-Mails:**  
[leads@me-ltd.com](mailto:leads@me-ltd.com)

**Web:**  
[www.me-ltd.com](http://www.me-ltd.com)

#### SERVICES OFFERED

- 5 **PANTROPIC POWER CAT**  
9650 KELLY TRACTOR DR  
Fort Myers Florida, 33905  
104.8 Miles  
[Driving Directions](#)  
[View on Map](#)

**Electric Power**  
1 239 337-4211 - FAX  
1 239 337-4222 - GENERAL INFO

**E-Mails:**  
[kellytractorleads@kellytractor.com](mailto:kellytractorleads@kellytractor.com)

**Web:**  
[www.kellytractor.com](http://www.kellytractor.com)

**Electric Power:**  
MONDAY 730 - 1600  
TUESDAY 730 - 1730  
WEDNESDAY 730 - 1730  
THURSDAY 730 - 1600  
FRIDAY 730 - 1600

#### SERVICES OFFERED

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26 / Page 22	Vendors' certificate(s) must include all subcontractors as additional insureds under its policies	Caterpillar Dealers cannot be named as additional insureds on this certificate.	NJPA Accepts
7.16 / Page 26 -27	The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period.	As a large international enterprise, Caterpillar Inc. can manage numerous litigation and other proceedings all over the globe for itself and for its subsidiaries and its affiliates. Caterpillar Inc. agrees to provide the information requested in 7.16 for activities that directly impact Caterpillar Inc.'s performance obligations under the NJPA contract.	NJPA Accepts
8.9 / Page 28	Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member.	Caterpillar Inc. will use its subcontractors, who are independently owned and operated Dealers, to provide services to NJPA Members. Caterpillar Dealer's will comply with the applicable prevailing wage legislation required for the services provided to NJPA Members in their jurisdictions.	NJPA Accepts

Proposer's Signature: Date: 11/21/2017**NJPA's clarification on exceptions listed above:**

Review and Approved:

NJPA Legal Department

Contract Award  
RFP #120617

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: November 21, 2017

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

Contact Person: Seth Charna Title: Industry Representative

Authorized Signature: Bart Myers   
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CAT

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title General Manager - IPSD Power Generation

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Bart Myers  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on January 26, 2018

NJPA Contract # 120617-CAT

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: (309) 675-1000

E-mail Address: Contact Seth Charna: Charna\_Seth@cat.com

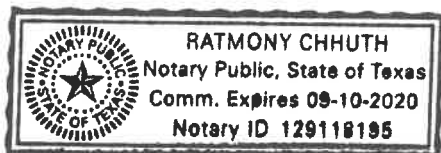
Authorized Signature: 

Authorized Name (printed): Bart Myers

Title: General Manager - IPSPD Power Generation

Date: November 21, 2017

**Notarized**



Subscribed and sworn to before me this 21 day of November, 20 17

Notary Public in and for the County of Harris State of Texas

My commission expires: 9/10/2020

Signature: 





**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Seth Charna

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly equivalent to local competition. Payment terms will be made very clear to potential NJPA customers upon quotation.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Caterpillar Financial offers financial tools for NJPA Members through the Caterpillar Dealer Network on a case by case basis. Leasing terms that Caterpillar Dealers would offer to NJPA Members vary by dealers, but are most certainly equivalent to local competition. Leasing terms will be made very clear to potential NJPA customers upon quotation.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The order process will not change compared to the current NJPA contract. The NJPA Member references the NJPA contract number on the P.O., which is then presented directly to their local Caterpillar Dealer.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

## **Warranty**

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

Please reference the following attachments in response to these questions specifically for the Power Generation products listed in this proposal. There are no geographic regions of the United States or Canada for which Caterpillar cannot provide a certified technician to preform warranty repairs.

Additionally, when purchased through the NJPA contract, select products will automatically include options for Extended Service Coverage in 2018. Customized Extended Service Coverage is also available through the Caterpillar Dealer Network on a case by case basis.

See Attached: Caterpillar Standard Warranty SELF5709.pdf

See Attached: Olympian Standard Warranty LEXF3074.pdf

See Attached: 2018 ESC NJPA Announcement Letter – October 6 2017.pdf

6) Describe any service contract options for the items included in your proposal.

Service contracts that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly at least equal to local competition. Service contract terms will be made very clear to potential NJPA customers upon quotation.

## **Pricing, Delivery, Audits, and Administrative Fee**

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Caterpillar is offering a full line of diesel and natural gas packaged generator sets from 40 to 4000 kW. Caterpillar is also offering our XQ Products, which is our mobile generator line including trailers. Other popular and almost necessary equipment included to enhance generator set purchases are Automatic Transfer Switches, Switchgear, EPIC paralleling gear, and Microgrid components all provided from Caterpillar. The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Percentage Discount from Manufacturer's and Dealer's List Pricing per the included documentation along with product price lists. The discounts included are typically higher than standard discount for each product solution. There may be specific cases with specific options or attachments where the NJPA discount is not as deep as the non-NJPA offer. Caterpillar does have the ability to make additional discounts for NJPA members and non-NJPA customers on a case by case basis. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018. Please note, there are some items in the provided Caterpillar price lists that are marked as "Net" pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services.

See Attached: Caterpillar Gen Disc List RFP December 2017.xlsx  
See Attached: List of Caterpillar Price Lists by Product Family.zip

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Overall pricing from published list price is discounted from 10% up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018.

See Attached: Caterpillar Gen Disc List RFP December 2017.xlsx  
See Attached: List of Caterpillar Price Lists by Product Family.zip

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Volume discounts or rebate programs are not offered. The best discounting has been included in this RFP response for Caterpillar solutions.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

There are some items in the provided Caterpillar price lists that are marked as “Net” pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services. The percentage mark-up offered by Caterpillar Dealers to NJPA Members will vary by dealer, but is certainly equivalent to local competition. Exercising the ability to offer cost plus a percentage for “Net” items will ensure more clarity for the Caterpillar Network regarding NJPA offers because the current contract makes it difficult to calculate “Net” items since they cannot be discounted by Caterpillar. For a majority of sales including EPA Tier 2 or EPA Tier 3 platforms, the “Net” items on average are no more than 1 - 2.5% of the total customer list pricing. EPA Tier 4f platforms have a higher percentage of “Net” items due to the significant amount of set priced emissions components required for EPA certification.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All transactions will take place and be negotiated between a Caterpillar Dealer and an NJPA member. Only those generator set items specifically included in a Caterpillar List Price are subject to the NJPA administration fee. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

These programs and policies vary with products and geographic regions. Each quote from a Caterpillar Dealer to an NJPA member will have unique shipping fees. These fees may include shipment from the Caterpillar factory and, in some cases, additional local shipping fees either to a third-party packager or to the customer when factory shipment timing doesn’t align with customer requirements. Shipping fees will be handles on a case-by-case basis between the selling Caterpillar Dealer and the NJPA member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery are included in question 14. These items vary by Caterpillar Dealer due to the different geographic locations. The Caterpillar Network located in Alaska, Hawaii, Canada, or other offshore location is aware of their local shipment requirements and is knowledgeable on how to quote shipping to NJPA customers.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Caterpillar offers a factory freight program specific to certain product lines. Where applicable, this program utilizes economies of scale to ensure the best shipment cost to the local Caterpillar dealer from our factories. This portion of the freight cost to customers will pass through the Caterpillar network as it did before, but is managed by Caterpillar for the first point of delivery.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach NJPA members purchasing prices per the NJPA contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as an NJPA sale on their order and they must also send a report to the Caterpillar designated NJPA custodian, Seth Charna, including the product order number and NJPA member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to NJPA. The Caterpillar designated NJPA custodian, Seth Charna, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to NJPA members as well as the quarterly administration fee process.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The proposed administrative fee payable to NJPA is proposed to be 1% of transaction price, in line with the previous two Caterpillar contracts, for all NJPA contract sales of generator sets. This 1% is the same percent as outlined in our current NJPA contract #080613-CAT

Should Caterpillar be exclusive, like the previous two Caterpillar contracts, this is valuable to the Caterpillar Dealer Network and Caterpillar would be willing to increase the administrator fee to 1.25% of transaction price.

#### **Industry-Specific Questions**

- 19) Please specify product and voltage range the generator equipment that you are offering.

Caterpillar offers factory voltage options for the majority of customer requirements. In general, here's a snapshot of the factory options based on the diesel product line. Voltage options may slightly differ on the natural gas product line and the full Caterpillar price list should be consulted to determine which specific ratings can be configured with the voltages listed below. There may also be a few exceptions where the Caterpillar Dealer Network can work towards custom solutions when necessary.

100 kW and Below Single Phase:	240V
750 kW and Below Three Phase:	480V, 600V, 208V, 240V
1000 kW up to 1250 kW:	480V, 600V, 208V, 240V, 400V, 380V
1500 kW up to 4000 kW:	480V, 600V, 240V, 440V, 380V, 2400V, 416V, 4160V, 6300V, 6600V, 6900V, 12470V, 13200V, 13800V

- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.

The XQ product line is included in the Caterpillar proposal. These units are offered with trailers for mobile use and for the most part they include switchable voltage options, which is preferred since they can be utilized at multiple customer locations with unique voltage requirements. The following XQ products are available and are EPA Tier 4f certified for mobile usage. We are working on a platform between the XQ125 and XQ425 that will be available/added to an awarded contract once released. The number represents the kVA rating of the generator and not the kW output.

XQ35  
XQ60  
XQ125  
XQ425  
XQ570



21) If you are providing trailers as part of a turnkey package, please provide details.

All XQ packages described in question 20 include trailers with selectable options including the ball size and brake type. These are the only factory product offerings that can be configured on trailers due to EPA emissions requirements.

It is important to note that the Caterpillar Dealer Network can also place Caterpillar genset packages on trailers when necessary as long as EPA regulations for stationary applications are met (EPA requires the generator to remain stationary for a specific period of time).

22) Describe how you will include customization and the pricing of such for the units.

The Caterpillar Dealer Network can offer custom shop work, installation, “turn-key” solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members’ product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.

The Caterpillar Dealer Network will be the provider of all Caterpillar and non-Caterpillar components and services required to meet the NJPA members’ local requirements.

24) Describe any preventative maintenance or extended service coverage agreements.

Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
- b. What are recommended service intervals?

The Caterpillar Dealer Network will be the provider of all preventative maintenance plans / programs that are specific to the product being provided to the NJPA member. Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

26) Describe your rental agreements and pricing schedule.

Rental agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

27) Will you include used equipment and if so, provide a pricing strategy for these units.

Used product agreements in addition to the standard product offering are covered in the “Caterpillar Gen Disc List RFP December 2017.xlsx” file.

28) Provide a general overview of your products EPA compliance.

Caterpillar offers a full range of products for use in the United States per EPA compliance guidelines. Per these guidelines, the application determines the EPA emissions level that is required for that specific product. For diesel emergency standby ratings (most of the market for <1000 kW) Caterpillar offers both EPA Tier 2 and EPA Tier 3 emissions levels and the specific emissions level is auto selected based on the EPA defined brake horsepower requirements. For non-emergency and/or mobile applications, Caterpillar has select ratings available with EPA Tier 4f factory certification. The Caterpillar Dealer Network is familiar with EPA regulations and can direct the NJPA member to the applicable product line required for their application.

29) Identify the lifecycle cost of ownership of your generator solutions.

The Caterpillar Dealer Network will be the provider of all preventative maintenance and lifecycle costs at the request of NJPA members. Due to the vast differences across geographic locations and product lines, this request will be handled on a case-by-case basis.

Signature:  Date: 11/21/2017

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CAT

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title General Manager - IPSD Power Generation

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Bart Myers  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on January 26, 2018

NJPA Contract # 120617-CAT





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-160** - Amend the FY 2017-2018 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for Department or Fund Operating and Capital Budget.

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### EXPLANATION OF REQUEST:

The FY 17/18 Budget was adopted in September of 2017. As such, the FY17/18 Adopted Budget for both Operating and Capital Improvement Projects Funds related accounts need to be adjusted at the end of the fiscal year. This type of budget amendment is part of the annual budget process. The Budget adjustment will increase or decrease the Fund's total appropriation which requires City Commission approval, see Exhibit A.

The City's staff has been able to identify revenue sources and unspent appropriations which can be reallocated to other accounts. Under best budgeting practices and governmental accounting standards, we should re-appropriate these funds to provide the continued spending authority for these accounts.

Accordingly, during FY2017-18 necessary budget modifications have been made in various Operating and Capital Improvement Accounts/Funds (between department/divisions) for which the City Manager is authorize to approve. Staff is requesting approval for the budget adjustments made at the Fund level in FY2017-18.

- The General Fund will be amended from \$93,253,628 to \$87,487,222 due to possible cost related to E2L for Town Square Project Development that did not materialized since the City moved to Phase II of the Town Square Project in FY17/18.
- The Traffic Safety Fund will be amended from \$1,067,500 to \$1,130,500 to provide appropriations for contracts approved in FY17/18.
- The Capital Improvement Fund will be amended for Fund 302 from \$1,990,327 to \$3,590,327. This will amend the current appropriations for General Government capital projects due to encumbrances and/or expenditures.
- The Cemetery Fund will be amended from \$306,131 to \$321,131 to provide appropriations for contracts approved in FY17/18.

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

The City would continue to follow good and appropriate budgeting practices.

**FISCAL IMPACT:** Budgeted None.

### ALTERNATIVES:

None.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Reso Budget Amendment FY17-18
<input type="checkbox"/> Addendum	FY 2017-18 Budget Amendment

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**WHEREAS,** a final budget was approved by the City Commission on September 19, 2017, for the fiscal year 2017-2018; and

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

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

Section 2. Hereby amending the appropriated FY 2017-2018 budget for the General Fund from \$93,253,628 to \$87,487,222.

Section 3. Hereby amending the appropriated FY 2017-2018 budget for the Traffic Safety Fund from \$1,067,500 to \$1,130,500.

Section 4. Hereby amending the appropriated FY 2017-2018 budget for the General Government Capital Improvement Fund from \$1,990,327 to \$3,590,327.

Section 5. Hereby amending the appropriated FY 2017-2018 budget for the Boynton Beach Memorial Park Fund from \$306,131 to \$321,131.

Section 6. A copy of such amendment and/or adjustment is attached hereto as Exhibit “A” and the appropriations set out therein for the fiscal year beginning October 1, 2017 and ending September 30, 2018, to maintain and carry on the government of the City

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That there is hereby appropriated revised amounts to various funds

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All Resolutions or parts of Resolutions in conflict herewith are hereby

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This Resolution shall become effective immediately upon passage.

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CITY OF BOYNTON BEACH  
EXPENDITURE & REVENUE AMENDMENTS  
FISCAL YEAR 2017 - 2018

Exhibit A

		2017/18 CURRENT BUDGET	CITY MANAGER Budget Adjustment		2017/18 AMENDED BUDGET
			Revenue	Expenditures	
<u>General Fund</u>					
001-0000-389-91.00	FUND BALANCE APPROPRIATED	5,884,506	-5,766,406		118,100
	Adopted Fund Total Revenues	93,253,628	-5,766,406		87,487,222
001-1211-512.34-55	TOWN SQUARE AGREEMENT	10,012,551		-5,766,406	4,246,145
	Adopted Fund Total Expenses	93,253,628		-5,766,406	87,487,222
<u>Traffic Safety Fund</u>					
103-0000-354-05.00	VIOLATIONS LOCAL ORD.	1,010,000	63,000		1,073,000
	Adopted Fund Total Revenues	1,067,500	63,000		1,130,500
103-2110-521.31-11	LEGAL FEES & COSTS	30,000		18,000	48,000
103-2110-521.44-30	EQUIPMENT RENTAL	745,000		45,000	790,000
	Adopted Fund Total Expenses	1,067,500		63,000	1,130,500
<u>Capital Improvement Fund</u>					
302-0000-369.22-00	CRA REIMBURSEMENT	0	1,600,000		1,600,000
	Adopted Fund Total Revenues	1,990,327	1,600,000		3,590,327
302-4121-580.63-00	IMPVTS OTHER THAN BLDGS.	0		1,600,000	1,600,000
	Adopted Fund Total Expenses	1,990,327		1,600,000	3,590,327
<u>Boynton Beach Memorial Park Fund</u>					
631-0000-343.81-00	OPENINGS/CLOSINGS	40,000	5,000		45,000
631-0000-343.83-00	CEMETERY-SALE OF LOTS	40,000	10,000		50,000
	Adopted Fund Total Revenues	306,131	15,000		321,131
631-3110-539.99-05	REFUND ON CEMETERY LOTS	0		15,000	15,000
	Adopted Fund Total Expenses	306,131		15,000	321,131



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** PROPOSED RESOLUTION NO. R18-161 - Approve the City of Boynton Beach becoming a member of the American Flood Coalition.

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### **EXPLANATION OF REQUEST:**

The American Flood Coalition (AFC) is a nonpartisan coalition of cities, elected officials, civic groups, military leaders, and businesses that have come together to advocate for national solutions to sea level rise and flooding. The coalition formed based on the principle that protecting communities vulnerable to flooding and sea level rise is a national issue that must be met with national solutions. The AFC proactively addresses the threat of flooding by advocating for smarter planning and investments that protect our nation's residents, economy, and military installations. As of September 2018, at least 23 coastal municipalities in Florida have joined the coalition.

Staff recommends that Boynton Beach consider joining the coalition because membership will provide the following benefits to the City:

- Advocacy for federal funding and national solutions to sea level rise as part of a strong national nonpartisan group with D.C. presence and resources
- A forum for best practices and support in developing local and state-level responses to sea level rise flooding and access to a national network of members
- A platform and tools to communicate with residents on sea level rise challenges and solutions

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

The City is revising its Climate Action Plan to include greater focus on climate adaptation and resilience initiatives. Membership in the American Flood Coalition will enhance the City's resilience planning and implementation by exposing us to best practices in addressing challenges of flooding and sea level rise. It will assist in community engagement programs by providing communication tools, and will connect us to potential future funding opportunities. There are no costs or legal obligations associated with joining the AFC and members are free to withdraw at any point.

**FISCAL IMPACT:** Non-budgeted

There is no impact to the City's budget.

### **ALTERNATIVES:**

Not adopt the proposed resolution.

### **STRATEGIC PLAN:**

### **STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** Yes

**CLIMATE ACTION DISCUSSION:**

Joining the American Flood Coalition will support the City's ability to plan and implement initiatives in the Climate Action Plan that address challenges of sea level rise and flooding.

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution approving and authorizing joining the American Flood Coalition
<input type="checkbox"/> Attachment	AFC fact sheet

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**WHEREAS**, flooding during king tides is already a costly nuisance and a problem that if unaddressed will grow worse as sea levels continue to rise; and

**WHEREAS**, the Unified Regional Sea Level Rise Projection for Southeast Florida presents a sea level rise of 6 to 10 inches by 2030 and 14 to 26 inches by 2060, above the 1992 baseline, as well as a higher curve for long-term, risk-intolerant investments; and

**WHEREAS**, sea level rise poses a unique threat to all Florida given the limestone bedrock beneath much of the state which allows rising sea water to infiltrate sewage systems and threaten groundwater supplies via salt water intrusion; and

**WHEREAS**, national coordination and support are necessary for coastal towns to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities; and

**WHEREAS**, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions; and

**WHEREAS**, joining the American Flood Coalition will aid the City's efforts to protect against flooding without requiring any financial support or dues from the City; and



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**WHEREAS**, the City of Boynton Beach achieved Class 6 in the National Flood Insurance Program's Community Rating System for implementing flood protection policies beyond the minimum NFIP requirements, and has updated the Coastal Management Element of its Comprehensive Plan to consider sea level rise and other factors that increase flood risk; and

**WHEREAS**, the City Commission finds that joining the American Flood Coalition will promote the welfare of City residents and ensure the prosperity of the City economy by accelerating solutions to sea level rise and flooding.

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

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

Section 2. The City of Boynton Beach approves and authorizes the City of Boynton Beach becoming a member of the American Flood Coalition.

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 – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Vacant	_____	_____
VOTE	_____	

ATTEST:

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

(Corporate Seal)



## Who we are

We're a nonpartisan coalition advocating for national solutions to flooding and sea level rise. We proactively address the growing threat of higher seas, stronger storms, and more frequent floods by advocating for smarter planning and investments that protect our nation's residents, economy, and military installations.



## What we do

- ▶ **Unite voices in a powerful nonpartisan coalition** to advocate for federal funding and better policy
- ▶ **Leverage best-in-class communication tools** to engage citizens on sea level rise challenges and solutions
- ▶ **Share best practices in a national forum** to support local and state-level responses to flooding and sea level rise.

The American Flood Coalition is a member-driven nonprofit organization. There are no costs or legal obligations associated with joining and members are free to withdraw at any point.

## Our 4 pillars for solutions to flooding and sea level rise



### Economy

Invest in infrastructure and natural solutions that boost the economy and protect property values



### Rebuilding

Build back stronger to protect communities from future flooding



### Communities

Use smart planning to keep communities safe and save taxpayer dollars



### Military

Ensure our military installations are ready to deploy 365 days a year



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED RESOLUTION NO. R18-162** - Approve First Addenda to Agreements to add Scrutinized Companies language to all agreements entered into or renewed on or after July 1, 2018.

---

### EXPLANATION OF REQUEST:

The contract addenda which are attached to this agenda item have been created to comply with a new Florida law. These addenda are for existing City contracts. During this past legislative session, the Florida Legislature passed House Bill 545, which became Chapter Law 2018-52, Laws of Florida when it was signed by Governor Scott on March 22, 2018. This new law, which became effective on July 1, 2018, prohibits the City from contracting with companies who fail to certify that they are not on the Scrutinized Companies that Boycott Israel or that are engaged in a boycott of Israel (the "Israel List"), for goods or services in any amount. **Effective, July 1, 2018, Chapter Law 2018-52, Laws of Florida, prohibits the City from contracting with companies on the Israel List for any goods or services, regardless of the amount.**

#### Scrutinized Companies

§ 287.135, Florida Statutes, currently prohibits the City from contracting or renewing an agreement for goods or services of \$1 million or more with a company that is:

- On the Scrutinized Companies that Boycott Israel List (the "Israel List");
- That is engaged in a boycott of Israel;
- On the Scrutinized Companies with Activities in Sudan List; or,
- On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (collectively known as the "Scrutinized Companies").

A company that submits a bid or proposal for, or enters into, or renews any contract with the City must provide a written certification that the company is not participating in a boycott of Israel or is otherwise on the list of Scrutinized Companies. Additionally, any contract or agreement entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of the contract, at the City's option, if the company is placed on the Israel List or is engaged in a boycott of Israel.

The addenda which are attached to this agenda item contain the necessary language to comply with the new Florida "scrutinized company" law described above.

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

**FISCAL IMPACT:** n/a

**ALTERNATIVES:**

None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution approving the first group of First Addenda to Agreements for Scrutinized Companies language
<input type="checkbox"/> Addendum	Signed First Addenda for Scrutinized Companies language

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3                   **A RESOLUTION OF THE CITY OF BOYNTON BEACH,**  
4                   **FLORIDA, APPROVING AND AUTHORIZING THE**  
5                   **CITY MANAGER TO SIGN THE FIRST ADDENDA TO**  
6                   **AGREEMENTS TO ADD SCRUTINIZED COMPANIES**  
7                   **LANGUAGE TO ALL AGREEMENTS ENTERED INTO**  
8                   **OR RENEWED ON OR AFTER JULY 1, 2018; AND**  
9                   **PROVIDING AN EFFECTIVE DATE.**

11           **WHEREAS,** a company that submits a bid or proposal for, or enters into, or renews  
12       any contract with the City must provide a written certification that the company is not  
13       participating in a boycott of Israel or is otherwise on the list of Scrutinized Companies; and

14           **WHEREAS**, any contract or agreement entered into or renewed on or after July 1, 2018,  
15       must contain a provision that allows for the termination of the contract, at the City's option,  
16       if the company is placed on the Israel List or is engaged in a boycott of Israel; and

17           **WHEREAS**, the addenda which are attached hereto contain the necessary language to  
18   comply with the new Florida “scrutinized company” law described above; and

19           **WHEREAS**, upon recommendation of staff, the City Commission has determined  
20   that it is in the best interests of the residents of the City to approve and authorize the City  
21   Manager to sign First Addenda to Agreements adding the scrutinized companies  
22   language to all agreements entered into or renewed on or after July 1, 2018.

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

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

29           Section 2.       The City Commission hereby approves and authorizes the City

30 Manager to sign First Addenda to Agreements adding the scrutinized companies  
31 language to all agreements entered into or renewed on or after July 1, 2018, copies of  
32 the First Addenda are attached hereto as Composite Exhibit “A”

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

34 **PASSED AND ADOPTED** this 7th day of November, 2018.

35 CITY OF BOYNTON BEACH, FLORIDA

36		YES	NO
37			
38			
39	Mayor – Steven Grant	_____	_____
40			
41	Vice Mayor – Christina L. Romelus	_____	_____
42			
43	Commissioner – Mack McCray	_____	_____
44			
45	Commissioner – Justin Katz	_____	_____
46			
47	Commissioner – Vacant	_____	_____
48			
49			
50		VOTE	_____

51 ATTEST:

52  
53  
54 \_\_\_\_\_  
55 Judith A. Pyle, CMC  
56 City Clerk  
57

58  
59  
60 (Corporate Seal)

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND CAROLLO ENGINEERS, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Carollo Engineers, a Delaware corporation, with principal offices located at 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598, (Contractor) agree to amend the Agreement dated August 22, 2018 for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Date

ATTEST:

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


\_\_\_\_\_  
Date

Approved as to Form:

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



ATTEST:

  
\_\_\_\_\_  
(Corporate Secretary)

Michael W. Barnes  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)



Carollo Engineers  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Elizabeth Fujikawa, Vice President

  
\_\_\_\_\_  
Lyle Munce, Vice President

10/16/18  
\_\_\_\_\_  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND KIMLEY-HORN AND ASSOCIATES, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Kimley-Horn and Associates, Inc , a North Carolina corporation, with principal offices located at 1920 Wekiva Way, Suite 200, West Palm Beach, Florida, (Contractor) agree to amend the Agreement dated August 20, 2018 for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Bryan T. Rapp  
(Corporate Secretary)  
Asst.

Bryan T. Rapp  
Type/Print Name of Corporate Secy.

(CORPORATE SECRETARY)



Kimley-Horn and Associates, Inc.

Company Name

Signature of Principal

James M. Sumislaski

Type/Print Name of Principal

October 17, 2018

Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND INSITUFORM TECHNOLOGIES, LLC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and INSITUFORM TECHNOLOGIES, LLC., a corporation authorized to do business in the State of Florida, with principal offices located at 17988 Edison Avenue, Chesterfield, MD 63005, (Contractor) agree to amend the Agreement dated July 24, 2018 for Palm Beach Leisureville Cured-In-Place Pipe Lining (CIPP) Phase 5.2, RFQ No. 057-2821-16/TP, by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Date

ATTEST:


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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

  
(Corporate Contracting and Attesting Officer)

Christlanda Adkins  
Type/Print Name of Corporate Contracting and Attesting Officer

(CORPORATE SEAL)

INSITUFORM TECHNOLOGIES, LLC.

Company Name

  
Signature of Contracting and Attesting Officer

Diane Partridge  
Type/Print Name of Contracting and Attesting Officer

9/17/18  
Date


**INSITUFORM TECHNOLOGIES, LLC**

**PRESIDENT APPOINTMENT OF  
CONTRACTING AND ATTESTING OFFICERS**

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: June 29, 2018

  
Frank R. Firsching  
President



**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Gentile Glas Holloway O'Mahoney & Associates, Inc., a S corporation, with principal offices located at 1907 Commerce Lane, Suite 101, Jupiter, FL 33458, (Contractor) agree to amend the Agreement dated August 20<sup>th</sup>, 2018 for Architectural and Landscaping Design Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

  
\_\_\_\_\_  
(Corporate Secretary)

Emily O'Mahoney  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Gentile Glas Holloway O'Mahoney &  
Associates, Inc.,  
Company Name

  
\_\_\_\_\_  
Signature of Sr. Partner/President

George G. Gentile  
Type/Print Name

September 13, 2018  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND ARCADIS U.S., INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Arcadis U.S., Inc., a corporation, with principal offices located at 1500 Gateway Boulevard, Suite 200, Boynton Beach FL 33426, (Contractor) agree to amend the Agreement dated September 13, 2018 for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Leah Richter Torres  
(Corporate Secretary)

LEAH RICHTER TORRES  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)



Arcadis U.S., Inc.  
Company Name

[Signature]  
Signature of Senior Vice President

CARLTON SERRETTE  
Type/Print Name of Senior Vice President

9/14/18  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND WEST ARCHITECTURE + DESIGN, LLC.,**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and WEST ARCHITECTURE + DESIGN, LLC, a limited liability company, with principal offices located at 820 N. 4<sup>th</sup> St., Lantana, FL 33462, (Contractor) agree to amend the Agreement dated 22<sup>nd</sup> day of August, 2018, for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

  
\_\_\_\_\_  
(Corporate Secretary)

Matthew F. West  
\_\_\_\_\_  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

WEST ARCHITECTURE + DESIGN, LLC, By  
WEST CONSTRUCTION, INC., Sole Owner  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of President

Martha A. Morgan  
\_\_\_\_\_  
Type/Print Name of President

  
\_\_\_\_\_  
Date



**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND GLOBALTECH, Inc.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Globaltech, Inc., a Florida corporation, with principal offices located at 6001 Broken Sound Parkway NW, Suite 610., Boca Raton, FL 33487, (Contractor) agree to amend the Agreement dated \_\_\_\_\_, 2018 for Engineering Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Rebecca Thomas  
(Corporate Secretary)

Rebecca Thomas  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Globaltech, Inc.  
Company Name

Troy L. Lyn  
Signature of Executive Vice President

Troy L. Lyn  
Type/Print Name of Executive Vice President

September 13, 2018  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
7 AND WEST ARCHITECTURE + DESIGN, LLC.,**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and WEST ARCHITECTURE + DESIGN, LLC, a limited liability company, with principal offices located at 820 N. 4<sup>th</sup> St., Lantana, FL 33462, (Contractor) agree to amend the Agreement dated 22<sup>nd</sup> day of August, 2018, for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:



(Corporate Secretary)

Matthew F. West

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

WEST ARCHITECTURE + DESIGN, LLC, By  
WEST CONSTRUCTION, INC., Sole Owner  
Company Name



Signature of President

Martha A. Morgan

Type/Print Name of President

9/14/18

Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND PFM FINANCIAL ADVISORS LLC**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and PFM FINANCIAL ADVISORS LLC, a limited liability company authorized to do business in the State of Florida, with principal office located at 1735 Market Street, 43rd Floor, Philadelphia, PA 19103, (Contractor) agree to amend the Agreement dated August 2, 2018 for Financial Advisory Services, by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_

Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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



ATTEST:

Cheryl D. Maddox  
(Corporate Secretary)  
Company

Cheryl D. Maddox  
Type/Print Name of Corporate Secy.  
Company

~~(CORPORATE SEAL)~~

PFM FINANCIAL ADVISORS LLC

Company Name

James W. Glover  
Signature

James W. Glover

Type/Print Name

9/18/18

Date



**CERTIFICATE OF AUTHORITY**

July 23, 2018

As President and Managing Director of PFM Financial Advisors LLC ("PFM"), I affirm that James W. Glover is a Managing Director of PFM and, as such, is authorized to execute and deliver on behalf of PFM, each document and all other agreements, documents and certificates to be delivered by PFM.

PFM Financial Advisors LLC

---

John H. Bonow  
President and Managing Director

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND MERCURY ASSOCIATES, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and MERCURY ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, with principal offices located at 7361 Calhoun Place, Suite 680, Rockville, MD 20855, (Contractor) agree to amend the Agreement dated July 24, 2018 for Comprehensive Analysis – Fleet Operations, by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST

  
(Corporate Secretary)

BRAD KELLEY  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

MERCURY ASSOCIATES, INC.

Company Name

Paul T. Lauria  
Signature of President

Paul T. Lauria

Type/Print Name of President

9/18/18  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND MERCURY ASSOCIATES, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and MERCURY ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, with principal offices located at 7361 Calhoun Place, Suite 680, Rockville, MD 20855, (Contractor) agree to amend the Agreement dated July 24, 2018 for Comprehensive Analysis – Fleet Operations, by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

\_\_\_\_\_  
(Corporate Secretary)

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

MERCURY ASSOCIATES, INC.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
*Paul T. Lauria*  
Signature of President

\_\_\_\_\_  
Paul T. Lauria

\_\_\_\_\_  
Type/Print Name of President

\_\_\_\_\_  
*9/18/18*  
Date



**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND CH2M HILL ENGINEERS, INC.**

The CITY OF BOYNTON BEACH (the CITY), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and CH2M HILL ENGINEERS INC. (the CONSULTANT) agree to amend the Agreement dated August 22, 2018 for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, CONSULTANT certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ATTEST:

CH2M Hill Engineers, Inc.

Company Name

Signature of \_\_\_\_\_

Sirpa Hall P.E., ENV SP

Type/Print Name of

Date \_\_\_\_\_

(CORPORATE SEAL)



**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND CH2M HILL ENGINEERS, INC.**

The CITY OF BOYNTON BEACH (the CITY), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and CH2M HILL ENGINEERS INC. (the CONSULTANT) agree to amend the Agreement dated August 22, 2018 for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, CONSULTANT certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONSULTANT been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ATTEST:

*Cheryl Rimas*  
Asst (Corporate Secretary)

*Cheryl Rimas*  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)



CH2M Hill Engineers, Inc.  
Company Name

*Sirpa Hall*  
Signature of

Sirpa Hall P.E., ENV SP  
Type/Print Name of

Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND BELTMANN GROUP, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and BELTMANN GROUP, INC., a corporation authorized to do business in the State of Florida, with principal offices located at 2480 Long Lake Road, Roseville, MN 55113, (Contractor) agree to amend the Agreement dated August 15, 2018 for Municipal Complex Relocation Services, by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Paul Zagarin  
(Corporate Secretary)

Paul Zagarin  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

done

BELTMANN GROUP, INC.

Company Name

David W. Battina  
Signature of CEO

DAVID W. BATTINA  
Type/Print Name of CEO

Date

9/18/18

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND ANZCO, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and ANZCO, INC., a Florida corporation, with principal offices located at 9671 Carousel Circle South, Boca Raton, FL 33434, (Contractor) agree to amend the Agreement dated August 20, 2018 for Minor Construction Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.



IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

  
(Corporate Secretary)

CAROL L. ZAK  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

ANZCO, INC.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of

JOHN B. ZAK PRESIDENT  
Type/Print Name of

9/21/18  
\_\_\_\_\_  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND BAXTER & WOODMAN INC.**

**(DBA Mathews Consulting, a Baxter & Woodman Company)**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Baxter & Woodman, Inc., (DBA Mathews Consulting, a Baxter & Woodman company), an Illinois corporation, with principal offices located at 477 S. Rosemary Ave., Suite 330, West Palm Beach, FL 33401, (Contractor) agree to amend the Agreement dated August 20, 2018 for general consulting services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Deborah Finn

(Corporate Secretary)

Deborah Finn

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Baxter & Woodman, Inc. DBA Mathews  
Consulting a Baxter & Woodman Company  
Company Name

Rebecca Travis

Signature of Vice President

Rebecca Travis

Type/Print Name of Vice President

9/14/18

Date



**FIRST ADDENDUM TO AGREEMENT**  
**BETWEEN THE CITY OF BOYNTON BEACH**  
**AND COM Smith, Inc.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and \_\_\_\_\_, a corporation, with principal offices located at \_\_\_\_\_, (Contractor) agree to amend the Agreement dated August 20, 2018 for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Paul Molligan  
(Corporate Secretary)

Paul Molligan  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)



CDM Smith Inc.  
Company Name

[Signature]  
Signature of

Suzanne E. Mechler, P.E.  
Type/Print Name of

9/20/18  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND ALEXIS KNIGHT ARCHITECT, INC.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Alexis Knight Architect, Inc., a S corporation, with principal offices located at 100 NE 6<sup>th</sup> Street, Suite 201, in Boynton Beach, Florida, (Contractor) agree to amend the Agreement dated August 22, 2018 for design services offered under 046-2821-17/TP by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.



IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

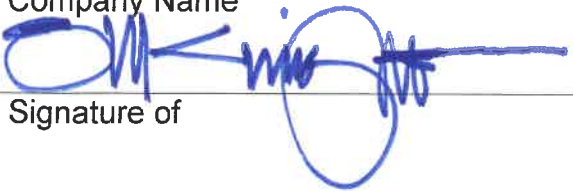
By: \_\_\_\_\_  
James A. Cherof, City Attorney


ATTEST:

  
(Corporate Secretary)

Connor Peede  
Type/Print Name of Corporate Secy.



Alexis Knight Architect, Inc.  
Company Name  
  
Signature of

Steven W. Knight  
Type/Print Name  
  
Date

**FIRST ADDENDUM TO AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH  
AND Calvin, Giordano & Associates, Inc.**

The CITY OF BOYNTON BEACH (City), a municipal corporation with principal offices located at 3301 Quantum Boulevard, Boynton Beach FL 33426, and Calvin, Giordano & Associates, Inc., a Florida corporation, with principal offices located at 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316 (Contractor) agree to amend the Agreement dated August 20, 2018 for General Consulting Services by incorporation of this First Addendum, which shall become a part of the original Agreement:

The following terms and conditions are hereby incorporated into the original Agreement:

**Scrutinized Companies**

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the parties hereby have made and executed this Addendum on the respective dates under each signature, the City of Boynton Beach signing and Contractor signing by and through its authorized representative duly authorized to execute same.

CITY OF BOYNTON BEACH

\_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

ATTEST:

Dawn Hopkins  
(Corporate Secretary)

Dawn Hopkins  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Calvin, Giordano & Associates, Inc.  
Company Name

Shelley Eichner  
Signature of Shelley Eichner

Shelley Eichner  
Type/Print Name of Shelley Eichner

9/13/18  
Date



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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R18-163** - Approve and authorize the City Manager (or designee) to apply for the State permit necessary to temporarily close Federal Highway on Saturday, December 1, for the 48th Annual Holiday Parade.

---

**EXPLANATION OF REQUEST:**

Federal Highway, between Woolbright Road and N.E. 1st Avenue, serves as the route for the Annual Holiday Parade. The closing of this road requires a permit from the Florida Department of Transportation (FDOT) and pursuant to Chapter 14-65 of the Florida Administrative Code, FDOT requires local governments to submit a Request for Temporary Closing/Special Use of State Road along with a resolution authorizing the event.

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

The Parade is scheduled to start at 4:00 P.M. on Saturday, December 1. It will travel north on Federal Highway beginning at SE 12th Avenue and ending at N.E. 1st Avenue. It will be necessary to close Federal Highway beginning at 12:00 P.M. from Boynton Beach Boulevard south to Woolbright Road. It is expected that the road will re-open between 9:00 P.M. and 10:00 P.M.

**FISCAL IMPACT:** Budgeted

The Holiday Parade is a budgeted item within the Marketing/Special Events Department budgets.

**ALTERNATIVES:** Do not permit closure of Federal Highway for the 48th Annual Holiday Parade.

**STRATEGIC PLAN:** Redevelop Downtown, Boynton Beach Branding

**STRATEGIC PLAN APPLICATION:**

The Annual Holiday Parade will be held in Downtown Boynton Beach on Federal Highway beginning on S.E. 12th Avenue and ending on N.E. 1st Avenue - bringing residents and visitors to downtown area. The City's restaurants and businesses in the area will see increased business.

The City's 48th Holiday Parade boasts one of the largest participation of community bands than any other holiday parade in Palm Beach County.

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Resolution	Resolution - Road Closure Permit

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

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

38 **PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2018.

39  
40 CITY OF BOYNTON BEACH, FLORIDA

42		YES	NO
43			
44	Mayor – Steven B. Grant	_____	_____
45			
46	Vice Mayor – Christina L. Romelus	_____	_____
47			
48	Commissioner – Mack McCray	_____	_____
49			
50	Commissioner – Justin Katz	_____	_____
51			
52	Commissioner – Vacant	_____	_____
53			
54			
55	VOTE	_____	

56     ATTEST:

60 Judith A. Pyle, CMC  
61 City Clerk

64 (Corporate Seal)



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Approve the purchase of the Diesel Exhaust Capture System, "Plymovent" for Fire Station No. 3, for an estimated amount of \$49,995.00 from Safe Air Corporation of Sarasota, FL as a sole source vendor.

---

**EXPLANATION OF REQUEST:**

On July 13, 2018, Boynton Beach Fire Rescue was awarded a FEMA Grant, "Assistance to Firefighters Grant", in the amount of a \$81,931 Federal Share with a 10% cost match in the amount of \$8,193.

The intent of this grant application was to:

1. Purchase a diesel exhaust capture system for Fire Station No. 3, based upon the age of the fire station; and
2. Purchase of (4) Gear Dryers for the Fire Department.

This purchase will provide Fire Station No. 3, with the means to exhaust contaminated air into the outside environment.

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

This purchase is a part of the commitment to the Health and Safety of our firefighters, enhancing our health and wellness programs.

**FISCAL IMPACT:** Budgeted

The utilization of grant funding to purchase the exhaust system will take away the need to put these items into our capital improvement budget.

**ALTERNATIVES:** Do not purchase and forego the grant.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** Yes

**Grant Amount:** \$81,931

---

**ATTACHMENTS:**

Type	Description
▣ Addendum	REQUEST FOR PURCHASE
▣ Addendum	RESOLUTION 18-107



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 10/1/2018

Requesting Department: FIRE RESCUE Contact Person: QUIDA/ CHIEF DAVIDSON

**Explanation for Purchase:**

AFG awarded Grant for a Diesel Exhaust Capture System at Station #3.

Recommended Vendor SAFE AIR

Dollar Amount of Purchase \$49,995.00

**Source for Purchase (check and attach backup materials):**

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input checked="" type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input checked="" type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: #R18-107

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

**Fund Source for Purchase:**

Account #105-3323-522-64-02

**Approvals:**

Department Head 

Date 10/3/18

Purchasing Agent \_\_\_\_\_

Date \_\_\_\_\_

Asst City Manager \_\_\_\_\_

Date \_\_\_\_\_

City Manager \_\_\_\_\_

Date \_\_\_\_\_

October 1, 2018

To Whom It May Concern,

The purpose of this letter is to confirm that Safe Air Corp. is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the states of Alabama, Florida and Georgia. As the only Plymovent dealer in these territories, Safe Air Corp. is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

For over 40 years, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards,  
PLYMOVENT CORP.



Brad Pitzl  
President/General Manager



**Air Filtration & Environmental Products**

Boynton Beach FRD -3501 N Congress Ave, Boynton Beach, FL 33426 – FS3 - 3 Vehicles

**Qty. 3- SafeAir/ PlymoVent Model VSRX-60-1 Exhaust Hose Rail Systems ✓**

- 60' Extruded Aluminum Rail Profile for one truck and one in future
- Magnetic Grabber patented tailpipe nozzle for 5"x 5" hose System
- Safety Breakaway handle (Patented) for 4" hose system for Hose Safety
- MG conical truck/ Snag Free tailpipe adapter for trucks- Meets NPFA 1901 Standard

**Qty. 1- SafeAir/ Plymovent Source Capture Blower Model –TEV-559 ✓**

- Blower Automatic Start/Stop Motor Starter Package –WD-OLD- 208-230 VAC -24 VAC Control
- Blower motor 5 HP TEFC – 208-230 VAC -3 Phase - Wash down type
- Epoxy powder coated blower housing with mounting hardware
- Class –B - AMCA spark proof rating

**Qty. 2- General Ventilation Exhaust Fan(s) for providing Outside Air per IIC-2015 ✓**

- Interface Relays for Ventilation Exhaust Fan (s) Type EFRS or Allen Bradley OLD -24 volt
- General Ventilation Exhaust Fan – EF-2 – Existing in Station
- Back Draft Wall Damper and Inlet Grill – EF-2 – Existing in Station

**Qty. 1- Safe Air WD-4E-UL Electrical Control Box with Email Reporting ✓**

- NEMA 12 Enclosure with Safety Disconnect Switch
- Auto Start Receiver for (4) Vehicles
- Carbon Monoxide Sensor - Real time with email reporting
- Nitrogen Dioxide Sensor - Real time with email reporting
- Motor Starter Controller for EF - 2
- Temperature Thermostat for EF -2 Exhaust Fan
- Dirty Filter Alarm- Red LED Lifetime - Real time with email reporting
- 95DbA Alarm Horn for Audible Gas Alarm
- Strobe Light Tower for Visual Gas Alarm- Yellow/Red
- Email/ Text Dialer for 6 lifestyle and safety alarms (See Specs)
- Smoke Detector Alarm – Strobe and Alarm with Real time email reporting
- Firefighter Push to Call for service with email reporting

**Qty. 1- SafeAir Clamping Ductwork System for Source Capture System ✓**

- 16 Ga Galv. Ductwork with clamps – No Leak Laser Welded Seams
- 16 Ga Galv. Ductwork 30 Degree Branch s – Reducers - Elbows
- Ductwork Hangers – Dampers – Wall Flashings – Hardware
- Back-Draft Stack Head for outdoor location

**Qty. 1- Mechanical Installation Hardware Kit ✓**

- Strut – Clamps – Hangers – Bolts – Nuts – Rod – Screws -Plated and Stainless Steel

**Qty. 1 – Mechanical Installation Labor of System ✓**

**Qty. 1- Electrical Installation of System -120-230 v1PH or 208-230v-3 PH ✓**

- Electrical Conduit – Electrical Metal Tubing (EMT with Water-Tight Fittings)
- Electrical Sub Panel (IF) required for final connections
- High Voltage THHN Multi Strand Conductor Wire Sized for Load as per NFPA Code
- Electrical Panel Breakers – As pre the original panel Mfg. (AB-SD-Eton-Other)
- 24 Low Voltage Wiring in conduit for controls
- CAT 5 Wiring for Email reporting system (Open Port By Others)
- Labor for Electrical Wire and Install

**Qty. 1 – Inbound Freight – FOB Boynton Beach FL ✓**

**Qty. 3 – Truck Tailpipe Modifications ✓**

**Qty. 1 – Onsite Project Management and Start-Up ✓**

**Qty. 1 – 1 Year Parts (Plymovent) and labor (SafeAir) System Warranty ✓**

**Total Cost Price - \$49,995.00**

Note: Price does not include permits fees or state and local taxes

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**RESOLUTION NO. R18-107**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AWARD AGREEMENT AND ALL DOCUMENTS ASSOCIATED WITH THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$81,931; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the purpose of this program is to support local fire departments by helping with the acquisition of needed equipment, vehicles and services; and

**WHEREAS,** the estimated total project cost is \$90,124, since the grant is in the amount of \$81,931, the City will match the remaining amount of \$8,193 from the Fire Department's grant match account; and

**WHEREAS,** the grant, if awarded, will be used to purchase NEPA 1851 compliant structural turnout gear dryers and vehicle exhaust extraction system.

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

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

Section 2. The City Commission approves and authorizes the City Manager to sign the grant award agreement and all related documents to accept the Assistance to Firefighters grant from the Department of Homeland Security in the amount of \$81,931, a copy of which is attached hereto as Exhibit "A".

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

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**PASSED AND ADOPTED** this 7<sup>th</sup> day of August, 2018.

**CITY OF BOYNTON BEACH, FLORIDA**

**YES NO**

Mayor – Steven B. Grant ✓     

Vice Mayor – Christina L. Romelus ✓     

Commissioner – Mack McCray ✓     

Commissioner – Justin Katz ✓     

Commissioner – Joe Casello ✓     

VOTE 5-0

ATTEST:

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

(Corporate Seal)





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Approve purchase of four (4) Gear Dryers from Ram'd Air Gear Dryer, Ltd of Brandon, Manitoba, Canada for an estimated amount of \$35,799.29 as a sole source vendor.

---

**EXPLANATION OF REQUEST:**

On July 13, 2018, Boynton Beach Fire Rescue was awarded a FEMA Grant, "Assistance to Firefighters Grant", in the amount of a \$81,931 Federal Share with a 10% cost match in the amount of \$8,193.

The intent of this grant application was to:

1. Purchase a diesel exhaust capture system for Fire Station No. 3, based upon the age of the fire station; and
2. Purchase of (4) Gear Dryers for the Fire Department

This purchase of the Gear Dryers will provide each fire station with the means to maintain their issued personal protective equipment in accordance with NFPA 1851 standards.

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

This purchase is a part of the commitment to the Health and Safety of our firefighters, enhancing our health and wellness programs.

This equipment also meets NFPA 1851 standards, which will allow personal protective equipment to achieve its maximum lifespan.

**FISCAL IMPACT:** Budgeted The utilization of grant funding to purchase the gear dryers will take away the need to put these items into our annual budget.

**ALTERNATIVES:** Do not purchase the gear dryers and forego the grant.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** Yes

**Grant Amount:** \$81,931

---

**ATTACHMENTS:**

Type	Description
▣ Addendum	RESOLUTION 18-107
▣ Addendum	REQUEST FOR PURCHASE

RESOLUTION NO. R18-107

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AWARD AGREEMENT AND ALL DOCUMENTS ASSOCIATED WITH THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM THE DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF \$81,931; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of this program is to support local fire departments by helping with the acquisition of needed equipment, vehicles and services; and

WHEREAS, the estimated total project cost is \$90,124, since the grant is in the amount of \$81,931, the City will match the remaining amount of \$8,193 from the Fire Department's grant match account; and

WHEREAS, the grant, if awarded, will be used to purchase NEPA 1851 compliant structural turnout gear dryers and vehicle exhaust extraction system.

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

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

Section 2. The City Commission approves and authorizes the City Manager to sign the grant award agreement and all related documents to accept the Assistance to Firefighters grant from the Department of Homeland Security in the amount of \$81,931, a copy of which is attached hereto as Exhibit "A".

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

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**PASSED AND ADOPTED** this 7<sup>th</sup> day of August, 2018.

**CITY OF BOYNTON BEACH, FLORIDA**

**YES NO**

Mayor – Steven B. Grant

✓       

Vice Mayor – Christina L. Romelus

✓       

Commissioner – Mack McCray

✓       

Commissioner – Justin Katz

✓       

Commissioner – Joe Casello

✓       

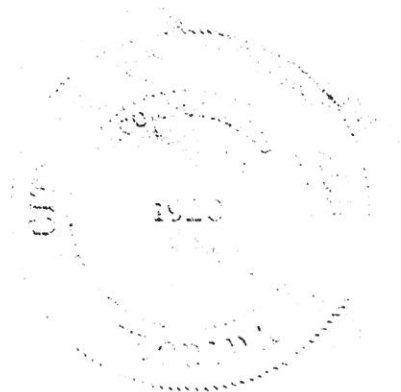
**VOTE**

5-0

**ATTEST:**

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

(Corporate Seal)





## CITY OF BOYNTON BEACH

### REQUEST FOR PURCHASE OVER \$10,000

Date: 10/1/2018

Requesting Department: Fire Rescue

Contact Person: Ouida/ Deputy Davidson

**Explanation for Purchase:**

Ram'd Air Gear Dryer Systems for the stations.  
Station#3, #4 and #5.

**Recommended Vendor** RAM'D AIR GEAR DRYER LTD.

**Dollar Amount of Purchase** \$35,799.29

**Source for Purchase (check and attach backup materials):**

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input checked="" type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

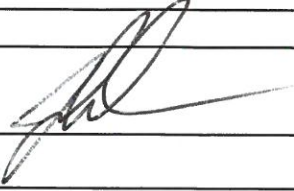
Contract Number: \_\_\_\_\_

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

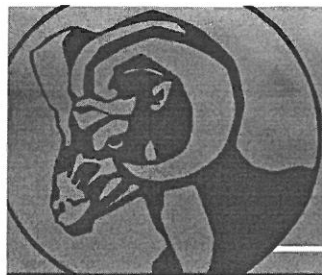
**Fund Source for Purchase:**

We will be using account #105-3323-522-64-02

**Approvals:**

Department Head   
Purchasing Agent \_\_\_\_\_  
Asst City Manager \_\_\_\_\_  
City Manager \_\_\_\_\_

Date 10/3/18  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_



# RAM<sup>-D</sup> AIR GEAR DRYER LTD.

how *clean* and *dry* is your gear?

1502 Patricia Avenue  
Brandon, Manitoba R7A 7K7  
Phone: 204.724.5188  
Email: [ldornn@wcgwave.ca](mailto:ldornn@wcgwave.ca)  
[www.ramairgeardryer.com](http://www.ramairgeardryer.com)



11/30/17

To: Boynton Beach Fire Rescue

Attn: Jeffery Davidson Deputy Chief M.S. – Emergency Manager

Ram'd Air Gear Dryer also operating as Ram Air Gear Dryer is the sole manufacturer for dryers model T4-MU, T4-HMU, T6-MU, T6-HMU, and T4-IHT for Florida.

Any questions or concerns, please give me a call.

Best regards,

Dave

David Adams – Director of Sales, USA

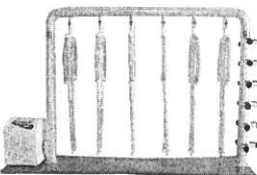
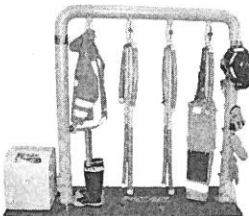
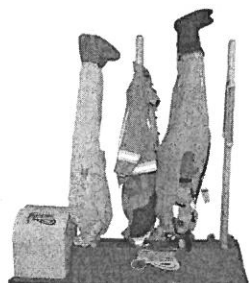
Ram Air Gear Dryer Inc.

[david@ramairgeardryer.com](mailto:david@ramairgeardryer.com)

[www.ramairgeardryer.com](http://www.ramairgeardryer.com)

1-855-393-3379 (Toll Free)

1-970-217-1440 (Cell Phone)





Company Address 1502 Patricia Ave  
Brandon, MB R7A7K7  
Canada

Created Date 8/15/2018  
Expiration Date 1/1/2019  
Quote Number 00001474

Prepared By Darren Kachkowski  
Email darren@ramairgeardryer.com

Contact Name Jeffery Davidson  
Phone (561) 742-6326  
Email davidsonj@bbfl.us

Bill To Name Boynton Beach F&R  
Bill To 2080 High Ridge Rd  
Boynton Beach, FL 33426

Ship To Name Boynton Beach F&R  
Ship To 1919 S. Federal Highway  
Boynton Beach, FL 33435

Product	Model Number	List Price	Sales Price	Quantity	Total Price
4-Place Ram Air Gear Dryer with Touchscreen Control	T4-MU	\$8,061.00	\$7,861.00	1.00	\$7,861.00
Shipping & Handling		\$0.00	\$555.07	1.00	\$555.07

Subtotal \$8,416.07  
Discount 0.00%  
Total Price \$8,416.07  
Tax Amount \$0.00  
Grand Total \$8,416.07



Company Address 1502 Patricia Ave  
Brandon, MB R7A7K7  
Canada

Created Date 8/15/2018  
Expiration Date 1/1/2019  
Quote Number 00001475

Prepared By Darren Kachkowski  
Email darren@ramairgeardryer.com

Contact Name Jeffery Davidson  
Phone (561) 742-6326  
Email davidsonj@bbfl.us

Bill To Name Boynton Beach F&R  
Bill To 2080 High Ridge Rd  
Boynton Beach, FL 33426

Ship To Name Boynton Beach F&R  
Ship To 2615 W. Woolbright Ave  
Boynton Beach, FL 33426

Product	Model Number	List Price	Sales Price	Quantity	Total Price
6-place Ram Air Gear Dryer with Touchscreen Control	T6-MU	\$8,794.00	\$8,599.00	1.00	\$8,599.00
Shipping & Handling		\$0.00	\$630.58	1.00	\$630.58

Subtotal \$9,229.58  
Discount 0.00%  
Total Price \$9,229.58  
Tax Amount \$0.00  
Grand Total \$9,229.58





Company Address 1502 Patricia Ave  
Brandon, MB R7A7K7  
Canada

Created Date 8/15/2018  
Expiration Date 1/1/2019  
Quote Number 00001473

Prepared By Darren Kachkowski  
Email darren@ramairgeardryer.com

Contact Name Jeffery Davidson  
Phone (561) 742-6326  
Email davidsonj@bbfl.us

Bill To Name Boynton Beach F&R  
Bill To 2080 High Ridge Rd  
Boynton Beach, FL 33426

Ship To Name Boynton Beach F&R  
Ship To 2080 High Ridge Rd  
Boynton Beach, FL 33426

Product	Model Number	List Price	Sales Price	Quantity	Total Price
6-place Ram Air Gear Dryer with Touchscreen Control	T6-MU	\$8,794.00	\$8,599.00	2.00	\$17,198.00
Shipping & Handling		\$0.00	\$935.64	1.00	\$935.64



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Approve utilization of the first extension of the City of Tamarac Two Year Agreement R-2016-99 (Bid No. 16-25B) for "Lime Sludge Removal, Hauling and Disposal" with WestWind Contracting, Inc. of Pembroke Park, FL for the removal of lime sludge at the East Water Treatment Plant for an estimated annual expenditure of \$95,000. The Finance Department has reviewed and determined that The City of Tamarac procurement process satisfies the City's competitive bid requirements.

---

**EXPLANATION OF REQUEST:**

The City of Boynton Beach's (City) East Water Treatment Plant (East WTP) generates lime sludge as a by-product of the water treatment process. This sludge is stockpiled on site and the storage bin is currently full. In the past, the amount of sludge in the bin was managed by allowing road construction firms and facilities such as nurseries and farms to take any amount they wanted at no charge. However, such usage has decreased with more stringent road construction requirements. Further, the sludge has to be disposed of via a Florida Department of Environmental Protection (FDEP) or Environmental Protection Agency (EPA) approved method or disposal land site. Additionally, an accurate record of how much sludge is removed from the site is also required. Thus, a licensed, qualified hauler is necessary to transport and dispose of the sludge.

The City of Tamarac signed an agreement with WestWind Contracting, Inc. for the awarded price of \$10.75/cubic yard, as the result of the bid award for the removal, hauling and disposal of lime sludge. The City of Tamarac's bid documents allow for other governmental entities to utilize the contract issued as a result of the bid award. The original agreement allowed for up to two additional 2 year extensions and the City of Tamarac has approved the first on September 26, 2018. The revised agreement does allow for increases or decreases in price based upon actual expenditure by Westwind Contracting but does not permit any increase in the profit margin. WestWind Contracting, Inc. has agreed to extend the terms, conditions and pricing of the City of Tamarac Agreement to the City of Boynton Beach.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** If sludge is not removed from the site, the sludge lagoon eventually fills to the point that the waste stream can no longer be discharged and the plant has to cease operations. Thus, removal is necessary to ensure continued operations of the East Water Treatment Plant so there is no interruption in potable water supply to the City's consumers.

**FISCAL IMPACT:** Budgeted

Funds for this expenditure are available in account: 401-2811-536-49-17, previous years expenses:

FY 17/18	\$53,965
FY 16/17	\$85,333
FY 14/15	\$68,445
FY 13/14	\$79,992

**ALTERNATIVES:** Do not piggyback the City of Tamarac's bid and issue a formal bid.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Extension to Agreement
<input type="checkbox"/> Addendum	Memo on extension
<input type="checkbox"/> Addendum	Original Bid

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2018- 120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH WESTWIND CONTRACTING, INC. FOR BID NO. 16-25B, LIME SLUDGE REMOVAL, HAULING AND DISPOSAL PROJECT AUTHORIZING AN EXPENDITURE OF FUNDS FOR AN AMOUNT NOT TO EXCEED THE APPROVED ANNUAL BUDGET, AND AUTHORIZING CONTRACT ESCALATION / DE-ESCALATION AS PROVIDED UNDER THE AGREEMENT BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2020, TO EXERCISE THE FIRST TWO-YEAR RENEWAL OPTION; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE SAID AMENDMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

---

WHEREAS, lime sludge is a by-product of the water treatment process and must be removed, hauled and disposed of from the City's Water Treatment Plant; and

WHEREAS, the City Commission of the City of Tamarac awarded an agreement to Westwind Contracting, Inc., via Resolution #R-2016-99 on September 14, 2016 in response to a publicly advertised Bid #16-25B "Lime Sludge Removal, Hauling and Disposal", a copy of said resolution and original bid file are on file with the City Clerk; and

WHEREAS, the original agreement provides for the exercising of two (2) two-year renewal options based on receipt of satisfactory service and upon mutual agreement of the City of Tamarac and Westwind Contracting, Inc.; and

WHEREAS, the city and Westwind Contracting, Inc. wishes to exercise the first two-year renewal option, with one additional two-year renewal option remaining; and

WHEREAS, sufficient funds for this project are available from the Water Treatment Plant Operating accounts; and

WHEREAS, in the original Bid #16-25B, the contract provides for an escalation/de-escalation of prices, which allows for documented pass-through cost increases/decreases at six-month intervals, but does not allow for any increases to the vendor's profit margin; and

WHEREAS, although the Contractor is seeking additional capacity for disposal, the Agreement Amendment No. 1 includes a "Termination Due to Exhausted Capacity" Clause in the event the vendor is unable to obtain new capacity and must abandon the contract; and

WHEREAS, it is the recommendation of the Director of Public Services, Director of Financial Services, and the Purchasing & Contracts Manager that the City Commission approve Amendment No. 1 to the Agreement with Westwind Contracting, Inc. for a period beginning October 1, 2018 through September 30, 2020 with an additional two-year renewal option remaining, and that the appropriate City Officials be authorized to execute said Amendment, a copy of Amendment No. 1 is attached hereto as "Exhibit 1"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to approve and to authorize the appropriate City Officials to execute Amendment #1 to exercise the first two-year renewal option of the Agreement for "Lime Sludge Removal, Hauling and Disposal" with Westwind Contracting, Inc. for a period beginning October 1, 2018 through September 30, 2020, for an amount not to exceed the approved annual budget.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits referenced herein are incorporated within this resolution and made a specific part hereof.

SECTION 2: The City Commission HEREBY approves Amendment No. 1 to the Agreement between the City of Tamarac and Westwind Contracting and the appropriate City Officials are HEREBY authorized to execute said Amendment, attached hereto as "Exhibit 1".

SECTION 3: Expenditures for Lime Sludge Removal, Hauling and Disposal per Amendment No. 1 to the Agreement with Westwind Contracting, Inc. are hereby authorized and shall not exceed the approved budget including any approved budget amendments.

SECTION 4: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent renewal options to this Agreement, initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code, and close the contract award, which includes, but is not limited to, making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

"The remainder of this page is intentionally left blank."

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 26 day of September 2018.

  
\_\_\_\_\_  
HARRY DRESSLER  
MAYOR

ATTEST:

  
\_\_\_\_\_  
PATRICIA TEUFEL, CMC  
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER

yes

DIST 1: COMM. BOLTON

yes

DIST 2: V/M GOMEZ

yes

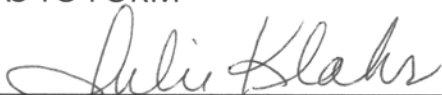
DIST 3: COMM. FISHMAN

yes

DIST 4: COMM. PLACKO

yes

I HEREBY CERTIFY THAT I HAVE  
APPROVED THIS RESOLUTION  
AS TO FORM

  
\_\_\_\_\_  
for SAMUEL S. GOREN  
CITY ATTORNEY

**AGREEMENT AMENDMENT #1  
BETWEEN THE CITY OF TAMARAC  
AND  
WESTWIND CONTRACTING INC.**

The CITY OF TAMARAC (City) and Westwind Contracting, Inc., Hereinafter referred to as ("Contractor"), a Florida Corporation with principal offices located at 3799 W. Hallandale Beach Boulevard, Pembroke Park, Florida 33023 (the "Contractor"), agree to amend the original Agreement to provide for Lime Sludge Removal, Hauling and Disposal from the City Water Treatment Plant Lagoon located at 7803 NW 61<sup>st</sup> Street, Tamarac, Florida 33321 agree to amend the contract dated September 19, 2016 as follows:

1. Pursuant to the terms of Section 4, "*Contract Term*" of the original Agreement dated September 19, 2016, the City and Contractor agree to exercise the first two (2) year renewal option for the period effective October 1, 2018 through September 30, 2020.

2. Please add Paragraph 17.3 to Section 17, "*Termination*" to read as follows:

17.3 **Termination Due to Exhausted Capacity:** The Contractor shall be responsible for obtaining delivery locations for lime sludge collected from the City. In the event that the Contractor's existing capacity is exhausted during the term of this Agreement, Contractor shall make every effort to acquire additional capacity from a new location or locations. The Contractor will be eligible to receive a cost adjustment for hauling to a new location in accordance with the provisions of Section 5 "**Contract Sum and Contract Escalation/De-Escalation**" at the time that hauling to such location or locations will commence. In the event that the Contractor is unable to obtain any new capacity and must abandon the contract, Contractor shall indemnify the City against loss pertaining to this termination. This contract may also be terminated for convenience by Contractor upon ninety (90) business days of Contractor's written notice to the City.

3. Please delete the current language shown in Section 18, "*Public Records*", and replace it with the following amended language per Florida statute:

**18) Public Records**

18.1 *The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:*

18.1.1 *Keep and maintain public records required by the City in order to perform the service;*

18.1.2 *Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.*

*18.1.3 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 CONTRACTOR does not transfer the records to the City.*

*18.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of CONTRACTOR, or keep and maintain public records required by the City to perform the service. If CONTRACTOR transfers all public records to the City upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically 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.*

*18.2 During the term of the contract, CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. CONTRACTOR agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.*

4. Please Add to Section 28, titled "Scrutinized Companies F.S. 287.135 and 215.473" as required by Florida Statutes.

**28) Scrutinized Companies -- 287.135 and 215.473**

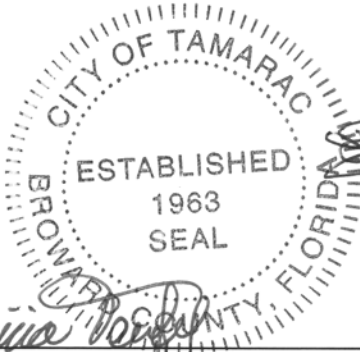
*By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to CONTRACTOR of the City's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to*

*refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.*

5. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager as authorized by the City Commission, and Contractor signing by and through its President duly authorized to execute same.

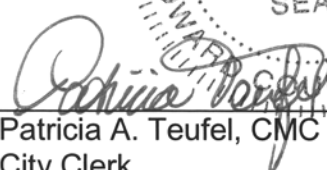


CITY OF TAMARAC

  
Michael C. Cernech, City Manager

Date

9-27-18

  
Patricia A. Teufel, CMC  
City Clerk

Date

10/1/18

Approved as to form and legal sufficiency:

  
Samuel S. Goren, City Attorney

Date

9/12/18

ATTEST:

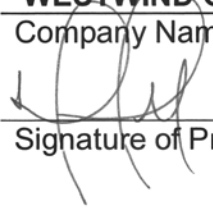
  
Signature of Corporate Secretary

Adair Hagar  
Type/Print Name

(CORPORATE SEAL)

**WESTWIND CONTRACTING, INC.**

Company Name

  
Signature of President

Waldemar "Waldy" Polizzi  
Name of President

Date

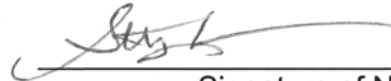
09/04/18

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FLORIDA :  
:SS  
COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Waldemar "Waldy" Polizzi, President of Westwind Contracting, a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 04 day of SEPT., 2018 .



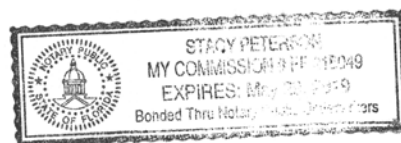
Signature of Notary Public  
State of \_\_\_\_\_ at Large

Print, Type or Stamp  
Name of Notary Public

☒ Personally known to me or  
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or  
☒ DID NOT take an oath.



**CITY OF TAMARAC  
INTEROFFICE MEMORANDUM  
PUBLIC SERVICES DEPARTMENT**

**TO:** Michael C. Cernech, City  
Manager

**DATE:** September 7, 2018

**THROUGH:** Jack Strain, P.E.,  
Director of Public Services

**FROM:** Anthony Licata, Water  
Treatment Plant Superintendent

**RE:** TR #13164 - Lime Sludge  
Removal, Hauling and Disposal  
Renewal – September 26, 2018  
Commission Meeting

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**RECOMMENDATION:**

I recommend that the City Commission approve Amendment No. 1 to the Agreement with Westwind Contracting, Inc. for Lime Sludge Removal, Hauling, and Disposal, utilizing the pricing per Bid No. 16-25B, in an amount not to exceed the approved annual budget for said purpose, and authorize the appropriate City Officials to execute said Amendment; and that this item be placed on the September 26, 2018 Commission Agenda.

**ISSUE:**

To approve Amendment No. 1 to the Agreement with Westwind Contracting, Inc. for Lime Sludge Removal, Hauling, and Disposal, utilizing the pricing per Bid No. 16-25B, in an amount not to exceed the approved annual budget for said purpose, and authorize the appropriate City Officials to execute said Amendment;

**BACKGROUND:**

Lime sludge is a by-product of the water treatment process and must be removed, hauled and disposed of from the City's Water Treatment Plant.

The City has maintained an agreement for lime sludge hauling for many years, as sludge accumulates in the existing pond located at the Water Treatment Plant, on a fairly regular basis. The current Agreement was awarded by City Commission via Resolution No. R-2016-99, dated September 14, 2016.

Dumping locations for lime sludge are becoming ever more difficult to locate, and as a result, the City of Tamarac established an agreement providing for an initial term of two (2) years, and two (2) additional two-year terms. This proposed Amendment authorized the first of two (2) two-year renewals.

In order to accommodate the possible increased disposal costs for this type of waste product, the City of Tamarac has included a price escalation / de-escalation clause,

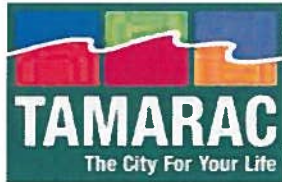
which will allow for documented pass-through cost increases or decreases at six-month intervals, but will not allow for any increases to the vendor's profit margin.

The vendor has recently informed the City of Tamarac, that the current disposal site has an estimated 12 to 16 months capacity left; however, the vendor is actively seeking new disposal sites. Therefore, the City must be ready to accommodate a change in the disposal site, disposal cost, etc. Therefore, a "Termination Due to Exhausted Capacity" Clause has been added in the event the vendor is unable to secure a new disposal location, in addition to a Termination for Convenience with a 90-day notice.

**FISCAL IMPACT:**

The expense for the contract award is budgeted in Account No. 425-6020-533-4311 entitled, "Sludge Removal". The amount budgeted for Fiscal Year 2018 Adopted Budget is \$110,500.00. The actual amount spent, to date for FY 2018, is \$53,750.00; in FY 2017, the total cost for sludge disposal was approximately \$51,000.00 and in FY 2016, it was approximately \$80,200.00.





## SUBMIT BID TO:

CITY OF TAMARAC  
PURCHASING AND CONTRACTS DIVISION  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321  
954-597-3570

## INVITATION FOR BID

### Bidder Acknowledgement

BID NO.: **16-25 B**

BID TITLE: **LIME SLUDGE REMOVAL, HAULING & DISPOSAL**

BID OPENING DATE/TIME: **3:00 P.M., July, 20 2016**

BUYER NAME: **ANDREW J ROZWADOWSKI**

BUYER PHONE: **954-597-3569**

BUYER EMAIL: **PRE-BID CONFERENCE/SITE INSPECTION: JULY 06,2016 Site inspection is mandatory Room 105**

BONDING: **Not required for this bid.**

### GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid such change in the Instructions to Bidders or in the special conditions of the bid. Any and all special conditions that may vary from these general conditions shall prevail over any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

### SEALED BIDS

This form should be submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: WESTWIND CONTRACTING, INC

COMPANY ADDRESS: 3799 W. Hallandale Beach Blvd

COMPANY PHONE: 954 275-4576

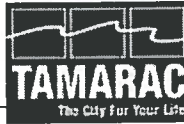
NAME OF AUTHORIZED AGENT: Waldemar "Waldy" Polizzi

TITLE OF AUTHORIZED AGENT: President

AUTHORIZED AGENT EMAIL ADDRESS: waldyp@westwindcontracting.com

BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 59-2655272

I certify that this Bid Acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities and/or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid as an agent for the Bidder.



**COMPANY NAME: (Please Print):** WESTWIND CONTRACTING, INC

**Phone:** 954 275-4576 **Fax:** 954 961-7222

**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

1. ☒ Carefully read the General Terms & Conditions, Special Conditions and Special Provisions.
2. ☒ Properly fill out the **Bid Forms and the Schedule of Bid Prices**.
3. ☒ Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
4. ☒ Sign the **Certification** page. **Failure to do so may result in your Bid being deemed non-responsive.**
5. ☒ Fill out the **Bidder's Qualification Statement**.
6. ☒ Fill out the **References** page.
7. ☒ Sign the **Vendor Drug Free Workplace Form**.
8. ☒ Fill out the **List of Subcontractors**.
9. ☒ **Include a 5% Bid Guaranty. Failure to provide the stipulated bond or guaranty will result in automatic rejection of your bid.** Payment and Performance Bonds will be required and **must** be submitted on the City's forms, included herein.
10. ☒ **Include proof of insurance.**
11. ☒ **Include copy of State Certified or County Competency License(s)**

*PLA  
PER ADDENDUM #1  
on 7/12/16*

**Submit one (1) original document, marked "Original" on its exterior and two (2) copies, prior to the bid opening deadline as well as a PDF copy on a USB Flash Drive or CD.**

**Make sure your Bid is submitted PRIOR to the deadline.  
Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

**THIS SHOULD BE THE FIRST PAGE OF YOUR BID.**





## BID SCHEDULE

### LIME SLUDGE REMOVAL, HAULING & DISPOSAL

Bidder, hereby declares that he or she has carefully examined the site of the proposed work, have read all terms and conditions of this solicitation and fully understands the specifications contained herein, and does hereby agree to furnish all labor, materials, tools, equipment, insurance, bonds, and incidentals and to sustain all the expenses incurred in performing the work in strict accordance with the Bid, specifications, plans and drawings, addendums, if applicable, which are made a part thereof at the following prices offered.

<b>PROPOSED PRICE PER CUBIC YARD</b> (Estimated Volume = 5,000 C.Y. per year)	\$10.75
<b>TOTAL BID PRICE PER YEAR</b> (Multiplier = 5,000)	\$ 53,750.00

**TOTAL BID AMOUNT: \$ 53,750.00** (Fifty three thousand, seven hundred fifty dollars, 00/100).

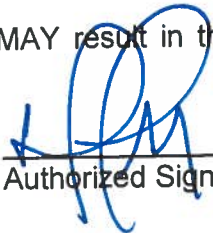
**Please provide the proposed location where your firm plans to dispose of lime sludge waste removed from City premises:**

Site Name Meekins Lake (Operated by Westwind Contracting, Inc)  
EPGMD License Number: SW-BP00045-15

Site  
Address: 3501 W. Hallandale Beach Blvd, Pembroke Park, FL 33023

Failure to provide the information requested above MAY result in the disqualification of your bid response.

Westwind Contracting, Inc  
Company Name

  
Authorized Signature

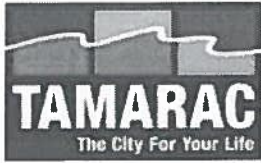
Waldemar "Waldy" Polizzi (CGC#1512900)  
Print Name

President  
Title

waldyp@westwindcontracting.com  
Email Address

(954) 275-4576  
Direct Phone Number

### BID FORM



**CITY OF TAMARAC**  
**PURCHASING AND CONTRACTS DIVISION**  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321  
"Committed to Excellence...Always"

July 12, 2016

**Addendum No. 1**

**16-25 B - Lime Sludge Removal, Hauling & Disposal**

**This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 16-25 B - Lime Sludge Removal, Hauling & Disposal.**

Q: = Question  
A: = Answer

**TO ALL PROSPECTIVE BIDDERS:**

Please note that all clarifications and answers to questions are shown in *italic and bold* font.

- 1) Q: Is a Bid Bond required?  
A: **No**
- 2) Q: Is a Payment and Performance Bond required?  
A: **No**
- 3) Q: How much is currently paid for this service. Please publish the current price per cubic yard.  
A: ***\$11.04 per cubic yard with the discussion of the contract escalation/de-escalation discussed in the pre-bid conference.***
- 4) Q: Please send a copy of the Sign-In sheet.  
A: **See attachment A**

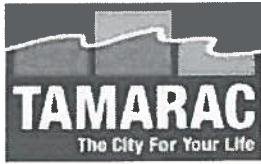
**Please return and/or acknowledge this Addendum No.1 with your bid submittal due **07/20/2016 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88<sup>th</sup> Ave., Tamarac, FL 33321.****

Sincerely,

Andrew J. Rozwadowski  
Senior Procurement Specialist

**WESTWIND CONTRACTING, INC.**

**Please Acknowledge Receipt and Review of this Addendum:**

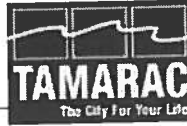


**CITY OF TAMARAC**  
**PURCHASING AND CONTRACTS DIVISION**  
7525 NW 88<sup>TH</sup> AVENUE  
TAMARAC, FL 33321  
*"Committed to Excellence...Always"*

Company Name: WESTWIND CONTRACTING, INC

Authorized Signature:  Date: 7/20/16

Printed Name: Waldemar Polizzi



**BID NO. 16-25 B**

**LIME SLUDGE REMOVAL, HAULING & DISPOSAL**

Submitted by: Westwind Contracting, Inc Date 7/20/16

THIS BID IS SUBMITTED TO:

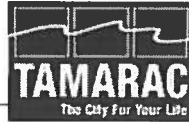
City of Tamarac  
Purchasing and Contracts Manager  
7525 Northwest 88<sup>th</sup> Avenue  
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
  - a. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - b. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

**BID FORM**  
(continued)**BID NO. 16-25 B****LIME SLUDGE REMOVAL, HAULING & DISPOSAL**

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Waldemar "Waldy" Polizzi\_\_\_\_\_  
Typed/Printed Name\_\_\_\_\_  
954 275-4576\_\_\_\_\_  
Telephone\_\_\_\_\_  
954 961-7222\_\_\_\_\_  
Fax\_\_\_\_\_  
WESTWIND CONTRACTING, INC.\_\_\_\_\_  
Company Name\_\_\_\_\_  
3799 W. Hallandale Beach Blvd\_\_\_\_\_  
Address\_\_\_\_\_  
Pembroke Park, FL 33023\_\_\_\_\_  
City, State, ZIP\_\_\_\_\_  
59-2655272\_\_\_\_\_  
Federal Tax ID Number\_\_\_\_\_  
waldyp@westwindcontracting.com\_\_\_\_\_  
Email address for above signer (if any)\_\_\_\_\_  
CGC# 1512900\_\_\_\_\_  
Contractor's License Number



**BID FORM**  
(continued)

**BID NO. 16-25 B**

**LIME SLUDGE REMOVAL, HAULING & DISPOSAL**

Bidder's Name: WESTWIND CONTRACTING, INC.

**TERMS: 0.5 % (percent discount, if any, if payment made within 5 DAYS; otherwise, terms are NET 30 days.**

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☒ No

Delivery/completion: 2 calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

To be considered eligible for award, **one (1) original and two (2) copies of this bid form should** be submitted with the Bid. One original bid **must** be submitted at time of bid opening. Copies **must** be provided within 3 business days of City's request.

**NOTE:** Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

**NOTE:** Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

**IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:**

**Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.**

**N/A**

**X**

**NON-COLLUSIVE AFFIDAVIT**State of FLORIDA )

)ss.

County of BROWARD )

Waldemar Polizzi being first duly sworn, deposes  
and says that:

He/she is the PRESIDENT, (Owner, Partner, Officer, Representative  
or Agent) of Westwind Contracting, Inc, the Offeror that has submitted the  
attached Proposal;

5. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
6. Such Proposal is genuine and is not a collusive or sham Proposal;
7. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
8. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By

Waldemar Polizzi

Printed Name

President

Title



**ACKNOWLEDGMENT  
NON-COLLUSIVE AFFIDAVIT**

State of Florida  
County of Broward

On this the 20<sup>th</sup> day of JULY, 2016, before me, the undersigned Notary Public of the State of Florida, personally appeared

Waldemar Polizzi and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Stacy Peterson

(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

☒ Personally known to me, or  
☐ Produced identification:

N/A  
(Type of Identification Produced)

☒ DID take an oath, or ☐ DID NOT take an oath



**CERTIFICATION**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

Indicate which type of organization below:

INDIVIDUAL ☐

PARTNERSHIP ☐

CORPORATION ☒ OTHER ☐

If "Other", Explain: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Westwind Contracting, Inc  
Company Name

\_\_\_\_\_  
Waldemar "Waldy" Polizzi  
Typed/Printed Name

\_\_\_\_\_  
3799 W. Hallandale Beach Blvd  
Address

\_\_\_\_\_  
954 275-4576  
Telephone

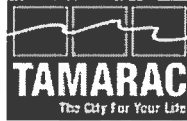
\_\_\_\_\_  
Pembroke Park, FL 33023  
City, State, ZIP

\_\_\_\_\_  
954 961-7222  
Fax

\_\_\_\_\_  
59-2655272  
Federal Tax ID Number

\_\_\_\_\_  
waldyp@westwindcontracting.com  
Email address for above signer (if any)

\_\_\_\_\_  
CGC# 1512900  
Contractor's License Number



### **BIDDER'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company Westwind Contracting, Inc  
 Address 3799 W. Hallandale Beach Blvd  
 City State Zip Pembroke Park, FL 33023  
 Telephone 954 275-4576  
 Fax Number 954 961-7222

1. How many years has your organization been in business under its present name?  
29 Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: N/A
3. Under what former name(s) has your business operated?  
N/A

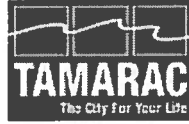
List former address(es) of that business (if any).

3501 W. Hallandale Beach Blvd, Pembroke Park, FL 33023

4. Are you Certified? Yes ☒ No ☐ If Yes, attach copy of Certification
5. Are you Licensed? Yes ☒ No ☐ If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes ☐ No ☒

If Yes, explain: \_\_\_\_\_

7. Are you a Sales Representative ☐ Distributor ☐ Broker ☐ or Manufacturer ☐ of the commodities/services bid upon? NO
8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☒ No ☐ If yes, explain (date, service/project, bid title etc.)  
We performed several contracts for FDOT and several municipalities. At this time we are under contract to perform the same type of work for The City of Pembroke Pines, City of Miramar, The City of North Miami Beach, The City Coral Springs and The City of Sunrise.
9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☒ If yes, explain: \_\_\_\_\_
10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☒ If yes, explain: \_\_\_\_\_



### REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

**Your Company Name** WESTWIND CONTRACTING, INC  
**Address** 3799 W. Hallandale Beach Blvd  
**City State Zip** Pembroke Park, FL 33023  
**Phone/Fax** 954 275-4576 phone & 954 961-7222 fax

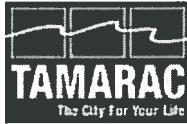
**Agency/Firm Name:** City of Sunrise  
**Address** 4350 Sprngtree Drive  
**City State Zip** Sunrise, FL 33351  
**Phone/Fax** 954 572-2424  
**Contact Name** Jim Dolam (City of Sunrise Water Plants Manager)  
**Email** jdolam@cityofsunrise.com

**Agency/Firm Name:** City of Pembroke Pines Water Plant  
**Address** 7960 Johnson Street  
**City State Zip** Pembroke Pines, FL  
**Phone/Fax** 954 347-0580 cell.  
**Contact Name** Richard DeNova  
**Email**

**Agency/Firm Name:** City of Miramar - Miramar East Water Plant  
**Address** 13900 Pembroke Rd  
**City State Zip** Miramar, FL 33027  
**Phone/Fax** 954 883-6806 phone & 954 602-4708  
**Contact Name** Ron Eyma P.E. (Water Resources Manager)  
**Email** rreyma@miramarfl.gov

**Agency/Firm Name:** City of Boynton Beach  
**Address** 124 E. Wolbright Rd  
**City State Zip** Boynton Beach, FL 33435  
**Phone/Fax** 561 742-6420  
**Contact Name** Bevis Pigott (Boynton Beach Utilities - Division Manager)  
**Email** Pigottb@bbfl.us

**Agency/Firm Name:** City of Coral Springs  
**Address** 3800 NW 85th Ave (Water Plant address)  
**City State Zip** Coral Springs, FL 33065  
**Phone/Fax** 954 345-2162 phone & 954 345-2169 fax  
**Contact Name** Bryan Heller (water plant manager)  
**Email** bheller@coralsprings.org



### **VENDOR DRUG-FREE WORKPLACE**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State 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.

9. 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.
10. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
11. 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 each conviction.
12. 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.
13. 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 form complies fully with the above requirements.

Authorized Signature

WESTWIND CONTRACTING, INC  
Company Name





## CERTIFIED RESOLUTION

I, ADAIR HAGAR (Name), the duly elected Secretary of Westwind Contracting (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Waldemar Polizzi (Name)", the duly elected President (Title of Officer) of Westwind Contracting (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>WALDEMAR POLIZZI</u>	<u>PRESIDENT</u>	<u>[Signature]</u>
<u>MARION L. MOSELY</u>	<u>CEO</u>	<u>[Signature]</u>

Given under my hand and the Seal of the said corporation this 20 day of July, 2016.

(SEAL)

By: Adair Hagar Secretary  
Secretary Corporate Title

## NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**BID BOND**

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the City of Tamarac, a municipal corporation of  
the State of Florida in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money on the  
United States, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, executors, administrators and successors jointly and severally, firmly by these  
presents.

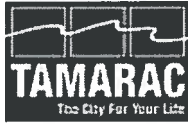
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has  
submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_,  
for:

Bid No. \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to  
said City the appropriate Contract Documents, and shall in all respects fulfill all  
terms and conditions attributable to the acceptance of said Bid, then this obligation  
shall be void; otherwise, it shall remain in force and effect, it being expressly  
understood and agreed that the liability of the Surety for any and all claims  
hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and  
its bond shall be in no way impaired or affected by any extension of time within which said  
CITY may accept such Bid; and said Surety does hereby waive notice of any extension.



**ACKNOWLEDGEMENT**  
**BID BOND**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN PRESENCE OF:

\_\_\_\_\_

Principal

\_\_\_\_\_

Business Address

(AFFIX SEAL)

City/State/Zip

ATTEST:

Business Phone

Secretary

Surety\*

ATTEST:

By

Secretary

Title

Attorney-In-Fact\*

By

\*Impress Corporate Seal





3799 W. Hallandale Beach Blvd. - Pembroke Park, Florida 33023  
Tel (954) 961-7200 - Fax. (954) 961-7222

## **CITY OF TAMARAC**

### **Bid No. 16-25B – Lime Sludge Removal, Hauling & Disposal**

Westwind Contracting, Inc – Insurance Info attached



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2015

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

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

<b>PRODUCER</b> Bowen, Milette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	<b>CONTACT NAME:</b> Pam Medley	
	<b>PHONE (A/C, No, Ext):</b> (407) 647-1616 <b>FAX (A/C, No):</b> (407) 628-1635 <b>E-MAIL ADDRESS:</b> certificates@bmbinc.com	
<b>INSURED</b> WestWind Contracting, Inc. 3799 West Hallandale Beach Blvd. Pembroke Park FL 33023-5732	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Amerisure Mutual Insurance Company	23396
	<b>INSURER B:</b> Amerisure Insurance Company	19488
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

## COVERAGES

CERTIFICATE NUMBER: 546903168

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP2084606	10/1/2015	10/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA2079116	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	CU2079117	10/1/2015	10/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an additional insured with respect to the General Liability, including ongoing operations and products/completed operations, Auto Liability, and Umbrella Liability as See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

\*\* SPECIMEN \*\*  
For Information/Bid Purposes Only

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



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED WestWind Contracting, Inc. 3799 West Hallandale Beach Blvd. Pembroke Park FL 33023-5732
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation is granted with respect to the General Liability, Auto Liability, and Umbrella Liability to those parties listed in said contract, including the Certificate Holder.

The General Liability certified herein is primary and non-contributory to other insurance available, but only to the extent required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

<b>Policy Number</b> CPP2084606	<b>Agency Number</b>	<b>Policy Effective Date</b> 10/01/2015
<b>Policy Expiration Date</b> 10/01/2016	<b>Date</b>	<b>Account Number</b>
<b>Named Insured</b> WestWind Contracting, Inc.	<b>Agency</b> Bowen, Miclette & Britt of Florida	<b>Issuing Company</b> Amerisure Mutual Insurance Co.

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
    - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
    - (2) Who is named as an additional insured under this policy on a certificate of insurance.
  - b. The written contract, written agreement, or certificate of insurance must:
    - (1) Require additional insured status for a time period during the term of this policy; and
    - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
  - c. If, however:
    - (1) "Your work" began under a letter of intent or work order; and
    - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
    - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:
- If the additional insured is:
- a. An individual, their spouse is also an additional insured.
  - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
  - c. A limited liability company, members and managers are also additional insureds.
  - d. An organization other than a:
    - (1) Partnership;
    - (2) Joint venture; or
    - (3) Limited liability company;

executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
  - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

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3. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability arising out of:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy; or
    - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.
  - b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
  - c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
  - d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:
    - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
    - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
  - e. The limits of insurance that apply to the additional insured are the least of those specified in the:
    - (1) Written contract;
    - (2) Written agreement;
    - (3) Certificate of insurance; or
    - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
  - f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
    - (1) The preparing, approving, or failing to prepare or approve:
      - (a) Maps;
      - (b) Drawings;
      - (c) Opinions;
      - (d) Reports;
      - (e) Surveys;
      - (f) Change orders;
      - (g) Design specifications; and
    - (2) Supervisory, inspection, or engineering services.

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- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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**CG 20 10 11 85**

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

Includes copyrighted material of Insurance Services Office, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2016

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

<b>PRODUCER</b> Insurance Agency of the South LLC dba Advanced Comp 170 Fitzgerald Road Lakeland FL 33813		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 863-646-3332 <b>E-MAIL ADDRESS:</b> wccertificate@advancedcomp.net <b>FAX (A/C, No):</b> 863-646-5004	
<b>INSURED</b> Westwind Contracting, Inc. 3799 West Hallendale Pembroke Park FL 33023		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bridgefield Employers Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
WESTCON-01		NAIC # 10701	

## COVERAGES

CERTIFICATE NUMBER: 621018624

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	083041197	3/1/2016	3/1/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Coverage

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

*Fidelity H. Dillig*

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3799 W. Hallandale Beach Blvd. - Pembroke Park, Florida 33023  
Tel (954) 961-7200 - Fax. (954) 961-7222

## **CITY OF TAMARAC**

### **Bid No. 16-25B – Lime Sludge Removal, Hauling & Disposal**

Follow attached copies of Westwind Contracting:

- State of Florida General Contractor License# 1512900
- Westwind Contracting Disposal Facility Broward County License # SW-BP00045-15
- Broward County Business License – General Contractor
- Town of Pembroke Park License





STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

POLIZZI NETO, WALDEMAR  
WESTWIND CONTRACTING INC  
8445 SOUTH LAKE FOREST DRIVE  
DAVIE FL 33328

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1512900	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018



POLIZZI NETO, WALDEMAR  
WESTWIND CONTRACTING INC  
3799 WEST HALLANDALE BEACH BLVD  
PEMBROKE PARK FL 33023



ISSUED: 06/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606020001328





## SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-BP00045-15

**APPLICANT:**

Todd Watson, Senior VP  
DCT/CE, LLC  
9025 BOGGY CREEK Rd, UNIT 1  
Orlando, FL 32824  
Phone: (407) 218-7558

**FACILITY NAME/ADDRESS:**

Meekins Lake  
3501 W HALLANDALE BEACH BLVD  
Pembroke Park, FL 33023  
OPERATOR: Westwind Contracting Inc.  
ATTN: Waldy Polizzi, On-site Contact

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

**NATURE OF BUSINESS:** Borrow Pit Reclamation Project

**DESCRIPTION:** A borrow pit reclamation project to continue filling 19.14 acres of an existing borrow pit which is estimated to use approximately 405,915 cubic yards of fill material consisting of clean sand, limestone rock, and clean debris, as defined in Chapter 27-214 of the Broward County Code. Following completion of the filling, a 7.0 acre lake is to be constructed within this fill area, leaving a net fill area of 12.14 acres.

**Prepared By:** Steve Schwerstein  
**Application Received:** 10/05/2015  
**Date of Issue:** 01/06/2016  
**Renewal App. Due:** 09/01/2020  
**Expiration Date:** 10/31/2020

Environmental Licensing and Building Permitting Division

# **SOLID WASTE MANAGEMENT LICENSE**

## **GENERAL CONDITIONS**

- (1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by The Environmental Protection and Growth Management Department (THE AGENCY) pursuant to this chapter. THE AGENCY will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.
- (2) The license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by THE AGENCY.
- (3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with the Code, the Licensee shall notify THE AGENCY within eight (8) hours or as stated in the specific section of the Code. Within three (3) working days of the event, the Licensee shall submit a written report to THE AGENCY that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operating within the license condition.
- (4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to the public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.
- (5) This license must be available for inspection on the Licensee's premises during the entire life of the license.
- (6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the County, may be used by the County as evidence in any enforcement proceeding arising under the Code, except where such use is prohibited by section 403.111, Florida Statutes.
- (7) The Licensee agrees to comply and shall comply with all provisions of the most current version of the Code.
- (8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of the Code that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
- (9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to AGENCY personnel for the purposes of inspection and testing to determine compliance with this license and the Code.
- (10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
- (11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of THE AGENCY, and any forbearance on behalf of THE AGENCY to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of THE AGENCY's rights hereunder.



**LICENSE NO:** SW-BP00045-15  
**FACILITY NAME:** Meekins Lake

**SPECIFIC CONDITIONS:**

1. The licensee shall receive and deposit only clean debris for use as fill material in the borrow pit reclamation area. Materials such as: solid waste; any form of metal except if the metal is embedded in concrete and does not protrude more than six (6) inches; vinyl materials; compost made from solid waste; putrescible, deleterious materials or materials that leach contaminants or will not retain their physical or chemical structure under expected conditions of disposal; vegetative debris; mulch; and any other materials that are determined by ELBPD to pose any risk to water supplies, the environment, or public health and safety, are prohibited.
2. The licensee shall maintain, at a minimum, one (1) spotter on-site at all times during operational hours to inspect all loads of fill material received on-site. The spotter shall identify and remove any prohibited materials which may have been inadvertently included in the load prior to placement in the borrow pit reclamation area.
3. The licensee shall ensure all personnel on-site are properly trained to operate the facility and to identify and properly manage any prohibited materials received at the facility.
4. The licensee shall remove all metal embedded in concrete that protrudes in excess of six inches prior to placement in the borrow pit reclamation area.
5. The licensee shall maintain appropriate containers or secure storage areas on-site and deposit prohibited materials removed from the fill material in the containers or secured storage areas.
6. The licensee shall remove and properly dispose of all prohibited materials stored on-site within seven (7) days of receipt.
7. The licensee shall provide fencing or other effective barriers on-site to control access to the site, secure the borrow pit reclamation area and prevent disposal of waste or materials other than fill material.
8. The licensee shall maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.
9. The licensee shall ensure surface water quality is maintained at the standards set forth in Chapter 27, Article V of the Code. Equipment such as screens, booms, and curtains shall be installed as necessary to maintain compliance with water quality standards.
10. **The licensee shall maintain a minimum of six monitoring wells on site in accordance with the site plan.** As identified on the site plan, two monitoring wells shall be located in each area identified. One well in each area shall be at a depth equal to that of the subject surface water being filled, and one shall be a shallow well at a depth of ten (10) feet below the water table.

**LICENSE NO:** SW-BP00045-15  
**FACILITY NAME:** Meekins Lake

**SPECIFIC CONDITIONS cont'd:**

11. **All monitoring wells shall be sampled and analyzed on an annual basis, in January of each year,** for the parameters listed in Chapter 27-216(c)(1)g.2., of the Code (Specific Condition 16). Results shall be reported in accordance with Chapter 27, Article VI, Section 27-216(c)(1)l.3., of the Code (Specific Condition 14).
12. The licensee shall adhere to the monitoring requirements specified in Section 27-216(c)(1)g of the Code, in the license conditions, and with all applicable sections of the Code, as amended. All sampling and analysis must be performed in accordance with the most current version of Broward County's "Minimum Criteria for Monitoring Well Installation and Sampling." Field sampling procedures must be approved in accordance with Rule 62-160.220, F.A.C. Laboratories performing analyses shall hold certification from the Florida Department of Health Environmental Laboratory Accreditation Program in accordance with Rule, 62-160.300, F.A.C.
13. The licensee shall submit written notification to ELBPD five (5) working days prior to all sampling events so that ELBPD may collect split samples.
14. The licensee shall submit water quality analytical results in electronic format to ELBPD at **wastemanagementsection@broward.org**, as required in Sections 27-216(c)(1)g.1.a) and b), of the Code within thirty (30) days of sampling, summarized in letter form, which includes date(s) of samples, laboratory report(s), a map showing the monitoring well location(s), a description of the sampling procedure(s), field sheets and chain of custody form(s). A signed cover page is to be included with the submittal. In the event electronic mailing is not available, please send the results to:  
  

Broward County Environmental Protection and Growth Management Department  
Environmental Licensing and Building Permitting Division (ELBPD)  
Environmental Engineering and Licensing Section  
ATTN: Waste Management Section  
1 North University Drive, Mailbox 201  
Plantation, Fl. 33324
15. If monitoring parameters are detected in monitoring wells in concentrations above those water quality levels established as background for the site, or which are at levels above the standards set forth in Chapter 27, Article V of the Code, the licensee shall immediately provide written notice to ELBPD of the exceedance(s) within twenty-four (24) hours of detection. Within five (5) working days of detection of the exceedance(s), the licensee shall submit to ELBPD a written action plan to correct the exceedance(s). The plan shall describe the nature and extent of the problem, including copies of laboratory reports, a map of the sample location(s) and a description of the sampling procedures used and the proposed remedy including, as applicable, a time schedule which includes a justification for the proposed time schedule.

**LICENSE NO:** SW-BP00045-15  
**FACILITY NAME:** Meekins Lake

**SPECIFIC CONDITIONS cont'd:**

16. The following parameters are required for groundwater quality analysis:

- a) Field Parameters:
  - pH
  - Temperature
  - Conductivity
  - Dissolved Oxygen
  - Water Elevations
  - Colors and Sheens (by observation)
- b) Laboratory Parameters:
  - Total Aluminum
  - Chlorides
  - Nitrate
  - Sulfate
  - Total Dissolved Solids
  - Turbidity
  - Total Iron
  - Sodium
  - Total Arsenic
  - Total Cadmium
  - Total Chromium
  - Total Lead
  - Total Mercury
  - Ammonia
  - Phenols

Those parameters listed in EPA Method 624, or most current technology.

Analytical results will only be accepted from a State of Florida certified laboratory.

17. The licensee of a borrow pit reclamation area shall maintain a record on-site recording daily, in cubic yards, the following:

- a) The total quantity of fill material received on-site.
- b) The total quantity of fill material deposited in the borrow pit reclamation area.
- c) The total quantity of prohibited material removed, by type, and the final disposal location(s) for the prohibited wastes including facility name, location and telephone number.

**LICENSE NO:** SW-BP00045-15  
**FACILITY NAME:** Meekins Lake

**SPECIFIC CONDITIONS cont'd:**

18. The licensee of a borrow pit reclamation area shall submit to ELBPD a monthly report no later than the fifteenth (15<sup>th</sup>) day of the succeeding month to the following email address: [wastemanagementsection@broward.org](mailto:wastemanagementsection@broward.org). The report shall include:
- a) The facility name, address and license number.
  - b) The month covered by the report.
  - c) A summary of the daily information collected in accordance with Section 27-216(c)(1)i.1. (Specific Condition 17).

In the event electronic mailing is not available, please send the report to:

Broward County Environmental Protection and Growth Management Department  
Environmental Licensing and Building Permitting Division (ELBPD)  
Environmental Engineering and Licensing Section  
ATTN: Waste Management Section  
1 North University Drive, Mailbox 201  
Plantation, Fl. 33324

19. The licensee shall finish slopes resulting from fill activity at a minimum of 4:1 (horizontal to vertical) between the control elevation out to a depth of two (2) feet below the average dry season water table elevation and stabilize with vegetation within ninety (90) days of slope construction.
20. The licensee of a borrow pit reclamation area shall give written notice to ELBPD within thirty (30) days after project completion or expiration of the license period, whichever occurs first. This notification shall include a survey of the borrow pit reclamation area including borrow pit bank slopes under seal by a professional land surveyor registered with the State of Florida as well as the total acreage filled. ELBPD may require additional reports as deemed necessary to ensure environmental compliance.
21. Upon completion of the license period, ELBPD will evaluate the collective water quality data and will make a determination on monitoring closure, monitoring extension, or contamination assessment initiation.
22. Unless otherwise instructed, upon approval of monitoring closure, the licensee shall abandon the wells in accordance with the most current version of Broward County's "Minimum Criteria for Monitoring Well Installation and Sampling." and Rule 62-532.500(4), F.A.C.
23. The licensee shall notify ELBPD in writing prior to any change of the on-site operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.





# 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:** WESTWIND CONTRACTING INC

**Receipt #:** 180-5809  
**Business Type:** GENERAL CONTRACTOR (GENERAL ENG  
CONST BUILDER)

**Owner Name:** WALDEMAR POLIZZI  
**Business Location:** 3799 W HALLANDALE BCH BLVD  
PEMBROKE PARK  
**Business Phone:** 954-961-7200

**Business Opened:** 08/01/1986  
**State/County/Cert/Reg:** CGC1512900  
**Exemption Code:**

**Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
50

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
135.00	0.00	0.00	0.00	0.00	0.00	135.00

**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:**

WALDEMAR POLIZZI  
3799 W HALLANDALE BCH BLVD  
PEMBROKE PARK, FL 33023

**Receipt #** WWW-14-00128572  
**Paid** 09/09/2015 135.00

**2015 - 2016**



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1512900

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 F.S.

Expiration date: AUG 31, 2018

POLIZZI NETO, WALDEMAR  
WESTWIND CONTRACTING INC  
3799 WEST HALLANDALE BEACH BLVD  
PEMBROKE PARK FL 33023

ISSUED 06/02/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606020001328



Name of Business

WESTWIND CONTRACTING, INC.

Is Hereby Engaged In The Business  
Profession or Occupation Of

HEAVY CONSTRUCTION &  
EXCAVATION

Local Location:

3799 W HALL BCH BLVD  
Name Of Business/Mailing Address:

WESTWIND CONTRACTING, INC.

3799 W HALL BCH BLVD  
PEMBROKE PARK FL 33023

Business Tax Receipt

Oct. 1, 2015 To Sept. 30, 2016

TOWN OF PEMBROKE PARK

3150 S.W. 52nd Avenue

Pembroke Park Florida 33023

Receipt No.

16-133708

Account No.

133708

Fee \$ 105.00

Del. Penalty \$

1/2 year

Date Paid 09-11-15



NOTICE: In the event the business for which this receipt was issued changes hands, said receipt may be transferred within 30 days of such change or will become null and void. All personal tax due on said business must be paid before such transfer will be granted.

This Receipt Must Be Posted In A Conspicuous Place

Town Manager

*[Signature]*



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Approve purchasing from Classic Controls of Lakeland, FL for Yokagawa Instrument Products for an estimated annual amount of \$40,000 as a sole source vendor. Classic Controls is the authorized dealer for this equipment in the State of Florida.

---

**EXPLANATION OF REQUEST:**

**Time Period:** FY 18/19

The Utility uses several different types of instruments manufactured by Yokagawa, in particular magnetic flowmeters on the raw water lines at each of the wells. Our consumptive use permit (CUP) with the South Florida Water Management District (SFWMD) requires that each well has an accurate method for measuring withdrawals from the aquifer; and that the readings are reported to them on a monthly basis. Each well has been given a maximum monthly withdrawal capacity that must not be exceeded. In addition the plants use Yokagawa pH sensors.

The equipment is sited in extreme conditions due to temperature and the local environment which results in the periodic need to replace parts especially the converters. The utility are going to trial a new type to determine if extended life from the units can be achieved.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** This will enable the Utility to operate within the parameters of the CUP.

**FISCAL IMPACT:** Budgeted

Funds are available both in 401-2811-536-52.75 and 403-5000-533-65.02

Previous Yrs expenses:

FY17/18	\$14,071.30
FY16/17	\$15,501.35
FY15/16	\$ 9,133.76

**ALTERNATIVES:**

None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

Is this a grant? No

Grant Amount:

---

**ATTACHMENTS:**

Type	Description
 Addendum	Sole Source Letter



**Yokogawa Corporation of America**  
12530 West Airport Blvd.  
Sugar Land, Texas 77478  
Phone: 281-340-3900  
[www.yokogawa.com/us](http://www.yokogawa.com/us)



01/04/2018

To whom it may concern;

Classic Controls, Inc., located in Lakeland, Florida is our exclusive representative for Yokogawa Measurement & Control Instrument products for the state of Florida. Yokogawa is committed to providing you with the highest level of customer satisfaction possible. If for any reason you have questions or comments feel free to contact me. Thank you for the opportunity to be a partner in your business and we look forward to serving you.

Regards,

Ron Norton

Regional Sales Manager Southeast  
P: 770.880.6729  
E: [ron.norton@us.yokogawa.com](mailto:ron.norton@us.yokogawa.com)

[www.us.yokogawa.com](http://www.us.yokogawa.com)



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Approve utilizing the State of Florida contract no. 41120000-15-ACS with Fisher Scientific Company, LLC for the purchase of consumable laboratory supplies for the Utilities Department, for a not-to-exceed amount of \$45,000. The City of Boynton Beach's (City) purchasing policies allows for the utilization of State of Florida contracts.

---

**EXPLANATION OF REQUEST:**

Boynton Beach Utilities (BBU) utilizes Fisher Scientific Company LLC for the provision of consumable laboratory supplies including, but not limited to, chemicals, standards, proficiency test samples and small instruments such as pH meters to conduct laboratory analysis. The State of Florida Alternate Contract Source for the purchase of "Research Laboratory Supplies" has an effective term of April 1, 2015 through March 31, 2020, and includes equipment necessary for operation of the Utilities' Laboratory located at the West Water Treatment Plant (West WTP).

The City is a eligible user of the State of Florida contracts and follows the States directions as to how to order from this state contract.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** Approval of utilizing the State of Florida contract with Fisher Scientific will give BBU access to the supplies necessary for water quality analysis at discounted prices.

**FISCAL IMPACT:** Budgeted

Funds have been budgeted in account 401-2819-536-52-21 and 401-2811-536-52-21. Previous fiscal year expenditure:

FY 2017/2018	\$39,211
FY 2016/2017	\$37,555
FY 2015/2016	\$28,105
FY 2014/2015	\$32,826

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**



---

**Is this a grant?**

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
▣ Addendum	State Contract
▣ Addendum	Contract Confirmation letter from Fisher Scientific

**ALTERNATE CONTRACT SOURCE NO. 41120000-15-ACS****Research Laboratory Supplies****Fisher Scientific Company, L.L.C.****University of Florida****University of Florida Contract No.: ITN15NH-105**

This Alternate Contract Source Agreement (ACS) is made and entered into as of the last date signed below by and between the State of Florida, Department of Management Services (Department) and Fisher Scientific Company, L.L.C., (Contractor).

**1. Authority**

- 1.1 The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."
- 1.2 The University of Florida (UF) competitively procured Research Laboratory Supplies and awarded contract ITN15NH-105 to Contractor. A Memorandum of Understanding (MOU) was executed on February 13, 2015 between the parties and is attached hereto as Exhibit A, ("Authorized Contract"). The Department has evaluated the Authorized Contract, together with any amendments and exhibits thereto, and hereby acknowledges in writing that use of the Authorized Contract is cost-effective and in the best interest of the State.
- 1.3 Therefore, the Department enters into this ACS with Contractor.

**2. Additional Definitions**

- 2.1 Agency – An entity within the executive branch of State government, as described in subsection 287.012(1), Florida Statutes.
- 2.2 Customer – an Agency that procures Research Laboratory Supplies under the ACS.
- 2.3 Research Laboratory Supplies - are life science and chemical products, consumable supplies, small laboratory equipment, laboratory instruments and other laboratory supplies, safety equipment and safety supplies.
- 2.4 State – the State of Florida.

**3. Purpose and Scope of Use**

- 3.1 The Purpose of this ACS is to acquire Research Laboratory Supplies for use by Agencies.
- 3.2 Customers may procure Research Laboratory Supplies from this Agreement pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

#### **4. Term and Renewal**

- 4.1 Term: This ACS shall become effective on April 1, 2015 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, currently effective through February 12, 2020, unless terminated earlier by UF. In addition to the rights contained in the Authorized Contract, the Department reserves the right to terminate this ACS, effective upon 30 day written notice.
- 4.2 Renewal: Upon agreement of the parties, this ACS maybe renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this ACS, and any amendments.

#### **5. Authorized Contract Terms and Exhibits Incorporated into the ACS**

- 5.1 The attached Exhibits A-D of Section 10 are hereby incorporated into the ACS as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the ACS, unless modified in writing by the parties.
- 5.2 The following sections of Exhibit A, Authorized Contract, are superseded by Section 6, Terms Supplemental to the Authorized Contract.
- 5.2.1 Section I.D., Invoicing and Payment Terms
- 5.2.2 Section III.B., Hot List
- 5.2.3 Section IV.E., Quarterly Business Review Meetings
- 5.2.4 Section IV.F., eBusiness
- 5.2.5 Section IV.G., Reporting
- 5.3 Exhibit A, Section IV.A., Account Management is superseded by Section 7, Contract Management.
- 5.4 Exhibit A, Section III.D., Participation Incentive Fee is not incorporated into this ACS.

#### **6. Terms Supplemental to the Authorized Contract**

##### **6.1 Form PUR 1000, General Contract Conditions**

This form is incorporated by reference and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Authorized Contract and the General Contract Conditions, the Authorized Contract shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

##### **6.2 Purchase Order Limitations**

Terms and conditions inconsistent with or contrary to the terms and conditions of the ACS and the Authorized Contract shall not be added to or incorporated into the ACS or the Authorized Contract by any subsequent purchase order or otherwise; any attempts to add or incorporate such terms and conditions shall be null and void.

##### **6.3 Purchase Orders**

In order to purchase products and services from the Authorized Contract, Customers shall issue purchase orders referencing this ACS. Customers are responsible for reviewing terms and conditions of this ACS and the Authorized Contract. The Department is not a party to any purchase order issued by a Customer.

- 6.4 Contractor Pricing  
Contractor pricing discounts are listed in Exhibit B: Prime Award PPG schedule with Bands and Exhibit C: Prime Award PPG Schedule to this ACS for use by customers in procuring Research Laboratory Supplies under this Agreement.
- 6.5 Hot List  
Within 30 days of execution of the ACS and annually in January thereafter, the Contractor shall develop a Hot List Pricing sheet, which shall be incorporated by reference and posted on the Department's website. The Hot List contains additional discounts based on the volume of State purchases for specific items.
- 6.6 Employment Eligibility Verification  
Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of staff assigned by the Contractor to work in the United States and to provide services to Agencies during the ACS term. The Contractor shall include in agreements with Subcontractors a requirement that Subcontractors providing temporary staff to the Contractor utilize the E-Verify system to verify the employment eligibility of all such staff.
- 6.7 Preferred Pricing  
The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the best pricing offer provision contained in General Contract Conditions (PUR 1000), Paragraph 4(b).
- 6.8 Scrutinized Company List  
In executing this ACS, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.
- 6.9 MyFloridaMarketPlace Registration  
In order to complete any transaction authorized by this ACS, Contractor must be registered in MyFloridaMarketPlace. All transactions are subject to a transaction fee pursuant to Rule 60A-1.031, Florida Administrative Code.
- 6.10 Transaction Fee Report  
Contractor is required to submit quarterly Transaction Fee Reports in electronic format. Transaction Fee Reports shall be submitted in accordance with the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website, located at <http://dms.myflorida.com/mfmp>.
- 6.11 Electronic Invoice  
The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MyFloridaMarketPlace (MFMP). Contractor agrees, upon

Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Network in one of three mechanisms as listed below.

6.11.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

6.11.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network for catalog and non-catalog goods and services.

6.11.3 PO Flip via Ariba Network

The online process allows suppliers to submit invoices via the Ariba Network for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their Ariba Network account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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

6.11.5 The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

6.12 Purchasing Card Program

The Contractor must accept universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa), but this is not the exclusive method of payment (e.g., purchase order). The method of ordering and payment (e.g., purchase order, Purchasing Card) shall be selected by the Eligible User.

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. The State reserves the right to change the platform as necessary. The State will not fill out any Contractor forms or contracts in association with the Contractor accepting a purchasing card payment. Contractors are not allowed to charge a fee for accepting a purchasing card payment. Surcharges or convenience fees are prohibited. Fees shall not be charged for using a purchasing card unless the fees are charged for all methods of payment (cash, check, debit cards, vouchers, etc.), and must be approved by the Eligible User prior to order acceptance.

On-line billing or payment systems maintained by the Contractor will not store the card holder's account number and expiration date for re-use. Card holders will provide the Contractor with card account information at each transaction.

6.13 Lobbying

Contractor shall comply with sections 11.062, Florida Statutes and 216.347, Florida Statutes, which prohibit the use of state funds to lobby the Legislature, Judiciary, or state agencies.

6.14 Payments by the State

The State of Florida's performance and obligation to pay under this ACS is contingent upon an annual appropriation by the Legislature.

Payment shall be made in accordance with section 215.422, Florida Statutes. Interest penalties for late payment are available subject to the provisions in section 215.422, Florida Statutes. A vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at (850) 413-5516.

6.15 Legal Venue

The exclusive venue of any legal or equitable action, to which the Department is a party that arises out of or relates to this ACS, shall be the appropriate administrative forum or State court in Leon County, Florida. For any legal, administrative or equitable action that arises out of, or relates to, this ACS, Florida law shall apply and Contractor waives any right to a jury trial.

6.16 Notices

Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000, the Authorized Contract or by email to the contact person as identified in section 7.0 below.

6.17 Reporting

In addition to any reports required by the Authorized Contract, the Contractor shall submit a quarterly report in the required format electronically to the Department's Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days of written notice. Failure to provide the quarterly report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS. Initiation and submission of the quarterly report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the ACS.

6.18 Business Review Meetings

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



#### 6.19 Commitment to Diversity in Government Contracting

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

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

#### 6.20 Public Records

##### 6.20.1 Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a), Florida Constitution or section 119.07(1), F.S. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

##### 6.20.2 Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Contractor must – upon request, provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

##### 6.20.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its

determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

#### 6.20.4 Indemnification for Redacted Information

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

#### 6.21 Security and Confidentiality

6.21.1 The Contractor shall ensure that confidential or exempt information is protected from disclosure in accordance with Florida law.

6.21.2 The Contractor shall comply with the accessibility standards stated in section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), including regulations set forth under 36 C.F.R. part 1194, and sections 282.601-606, Florida Statutes.

6.21.3 At the expiration of the ACS, the Contractor shall return all Department or Customer information to the Department or Customer in a usable format to be agreed upon by the Department, Customer, and Contractor.

6.21.4 At the expiration of the ACS and after all federal and state record retention requirements have been met, the Contractor shall destroy and render unrecoverable all remaining Department or Customer information and certify in writing to the Department or Customer that these actions have been taken. Contractor shall adhere to the information destruction standards established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>

6.21.5 The first sentence of section 33, General Contract Conditions, PUR 1000 is replaced by the following: The Contractor shall comply fully with all security procedures of the Customer, including those adopted pursuant to section 501.171, Florida Statutes, and Chapter 71A-1, Florida Administrative Code, in performance of the Purchase Order. The warranties of this paragraph shall survive the ACS. If the Customer's security procedures in place as of the effective date of the Purchase Order materially change, then the Customer shall promptly notify the Contractor, and the Contractor and the Customer shall negotiate an amendment to the Purchase Order to address the change in procedures.

#### 6.22 Compliance with Laws

The Contractor shall comply with all laws, Florida Administrative Code rules, ordinances, and licensing requirements applicable to the conduct of its business within the State, including those of federal, state, and local governmental entities having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code, govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws may be grounds for termination of the ACS.



The Contractor also shall be governed by and shall not act inconsistently with sections 119.07 and 119.0701, Florida Statutes, regarding public records (all data or information furnished by the Department or State of Florida are state data and records), and section 501.171, Florida Statutes, regarding data security and records maintenance. Any maintenance, support, notice, self-training, certification, audit, review or other provisions contained in Purchase Orders, or additional terms and conditions incorporated into those agreements, that do not comply with Florida law shall not apply to this ACS.

## **7. Contract Management**

- 7.1 The Department employee responsible for maintaining the contract file for this ACS is:

Christopher McMullen, Contract Manager/Purchasing Analyst  
FL Department of Management Services  
Division of State Purchasing  
4050 Esplanade Way, Ste. 370  
Tallahassee, FL 32399-0950  
Telephone: (850) 922-9867  
E-mail: [Chistopher.McMullen@dms.myflorida.com](mailto:Chistopher.McMullen@dms.myflorida.com)

- 7.2 The Department may unilaterally appoint a different Contract Manager to the ACS. Said action shall not constitute or require an amendment to the ACS. Any communication to the Department relating to the ACS shall be addressed to the Contract Manager.

- 7.3 The Contractor shall assign one individual to serve as the designated contact person for this ACS. All questions and Customer service issues concerning this ACS shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the Department if a new employee is designated as the contact person for this ACS within 5 business days of the change.

- 7.4 The Contractor employee responsible for maintaining the contract file for this ACS is:

Mark Mullins, Region Manager Florida  
Fisher Scientific, L.L.C.  
3970 Johns Creek Court  
Suwannee, GA 30024  
Telephone: (305) 528-0672  
E-mail: [Mark.Mullins@thermofisher.com](mailto:Mark.Mullins@thermofisher.com)

## **8. Consequences for Non-performance**

- 8.1 Financial Consequences

Customers must apply financial consequences if the Contractor fails to perform in accordance with the ACS or Customer Purchase Order(s). Customer Purchase Order(s) will include financial consequences for non-performance. Financial consequences for non-performance shall not be considered penalties.

- 8.2 Contractor Event of Default

Any non-performance by the Contractor, which is not cured within at least 30 days after receipt of written notice thereof by the State, may constitute a default. At the State's exclusive discretion, the period afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.

- 8.3 **State Remedies**  
Upon the occurrence of a default on the part of the Contractor, the State is entitled to remedies as stated in rule 60A-1.006, Florida Administrative Code, without limitation as to the State's pursuit of other remedies at law or equity.

- 8.4 **State Event of Default**  
The State's failure to perform or delay in performing any of the its responsibilities under this ACS will not constitute grounds for termination of the ACS, or Purchase Order(s), or other means of purchase, by the Contractor except for a failure by the State to timely pay amounts due and owing after a reasonable time to cure and agreement by the State.

**9. Subcontractors**

The Contractor shall not use subcontractors to provide products or perform services under this ACS without express prior written permission of the Department. Contractor's use of subcontractors without the express prior written consent of the Department shall constitute a breach of this ACS and may result in termination of the ACS.

**10. Exhibits to the ACS**

- 10.1 All terms and conditions contained in Exhibits A through D are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS, unless modified in writing by the parties. The Exhibits are:
- 10.1.1 Exhibit A: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
  - 10.1.2 Exhibit B: Prime Award PPG schedule with Bands
  - 10.1.3 Exhibit C: Prime Award PPG schedule
  - 10.1.4 Exhibit D: UF's Invitation to Negotiate No. ITN15NH-105 for Research Laboratory Supplies

**11. Entire Agreement of the Parties**

- 11.1 This document and Exhibits A through D constitute the ACS and entire understanding of the parties. Any modification to the ACS must be in writing and signed by the parties.
- 11.2 In the event of conflict, this document, the exhibits and agency purchase orders shall have priority in the order listed below:
- 11.2.1 This document and amendments, with latest issued having priority
  - 11.2.2 Exhibit A: Authorized Contract and amendments
  - 11.2.3 Exhibit D: UF's Invitation to Negotiate No. ITN15NH-105 for Research Laboratory Supplies and amendments
  - 11.2.4 PUR 1000, General Contract Conditions
  - 11.2.5 Exhibit C: Prime Award PPG Schedule
  - 11.2.6 Exhibit B: Prime Award PPG Schedule with Bands
  - 11.2.7 Hot List Pricing
  - 11.2.8 Purchase Orders issued pursuant to the ACS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed by both parties below.

State of Florida

Department of Management Services:

Fisher Scientific Company, L.L.C.:

Signature: Signature on File

Signature: Signature on File

Name: Chad Poppell

Name: Eric Patterson

Title: Secretary

Title: Regional Vice President, Sales

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

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



Francesca Scappe  
300 Industry Drive  
Pittsburgh, PA 15275  
Date

City of Boynton Beach Water Treatment Plant  
Boynton Beach, FL. 33437

To Whom It May Concern,

Boynton Beach Utilities has access to the State of Florida contract number 4112000-15-ACS and all of the terms and conditions held there in.

For further details on this contract please refer to the following State of Florida procurement portal link:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/alternate\\_contract\\_source/research\\_laboratory\\_supplies](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/research_laboratory_supplies)

Sincerely,

A handwritten signature in blue ink that reads 'Francesca Scappe'.

Francesca Scappe

Sales Representative

October 25, 2018



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Approve release of two (2) performance bonds provided by First Genesis Lawn Service, Inc., one in the amount of \$40,325.00, and the other in the amount of \$111,230.00, for landscape maintenance in the City over the last five years.

---

**EXPLANATION OF REQUEST:**

The Public Works Department Engineering Division requests approval to release the Performance Bonds (#41262722), in the amount of \$40,325.00, and (#SM2008-00001-51), in the amount of \$111,230.00 for landscape maintenance at different sites around Boynton Beach over the duration of the previous landscape maintenance contract. This contract expired in September of this year, and therefore the bonds are no longer needed to insure their work.

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

**FISCAL IMPACT:** Budgeted None

**ALTERNATIVES:** None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Attachment 1 - First Genesis - Landscape Maintenance Performance Bond for \$111,230
<input type="checkbox"/> Attachment	Attachment 2 - First Genesis - Landscape Maintenance Performance Bond for \$40,325

Payment and Performance Bond No.: SM2008-00001-51

As to Contractor/Principal: First Genesis Lawn Service, Inc.

Name: Mack McClendon

Principal Business Address:  
P.O. Box 244061, Boynton Beach, FL 33424  
Telephone: (561)795-2922

As to the Surety: Commercial Insurance Alliance

Principal Business Address:  
9309-3 Old Kings Road S, Jacksonville, FL 32252  
Telephone: (904) 429-0555

As to the Owner of the Property/Contracting Public Entity:  
City of Boynton Beach

Principal Business Address:  
100 E. Boynton Beach Blvd., Boynton Beach, FL 33425

Description of project including address and description of improvements:  
Annual Landscape maintenance, City of Boynton Beach

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A/A Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

First Genesis Lawn Service, Inc.  
P. O. Box 244061  
Boynton Beach, FL 33424

SURETY (Name and Principal Place of Business):

Commercial Insurance Alliance, A  
Reciprocal Insurance Company

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): Annual Landscape Maintenance, City of Boynton Beach

BOND

Date (Not earlier than Construction Contract Date): 10-17-08

Amount: \$111,230.00

Modifications to this Bond:

☐

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: First Genesis (Corporate Seal)  
Lawn Service, Inc.

Signature:

Name Mack McClendon, owner /  
President

SURETY

Company: Commercial Insurance Alliance, A  
Reciprocal Insurance Company

Signature:

Larry E. Haynes, Attorney-in-fact

(FOR INFORMATION ONLY Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or  
other party):



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

- 2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-



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able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Consent of Surety needed for release of progress payments and final payment and retainage.

This Bond is a guarantee, it is not an insurance product or policy. Seek qualified and licensed insurance companies for all W/C and G/L.

BOND FEE must be paid in full within 30 days of issuance or become NULL and VOID.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

CONTRACTOR AS PRINCIPAL  
Company: **First Genesis Law** (Corporate Seal)  
**Service, Inc.**

Signature:   
Name and Title: **Mack McClendon, owner/**  
**President**

SURETY  
Company: **Commercial Insurance, A**  
**Reciprocal Insurance Company**

Signature:   
Name and Title: **Larry E. Haynes, Attorney-in-**  
**fact**

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AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

**First Genesis Lawn Service, Inc.**  
P. O. Box 244061  
Boynton Beach, FL 33424

SURETY (Name and Principal Place of Business):

**Commercial Insurance Alliance, A  
Reciprocal Insurance Company**  
9309-3 Old Kings Road South  
Jacksonville, FL 32257

OWNER (Name and Address):

**City of Boynton Beach**  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33425  
CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): **Annual Landscape Maintenance, City of Boynton Beach**

BOND

Date (Not earlier than Construction Contract Date): **10-17-08**

Amount: **\$111,230.00**

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: **First Genesis** (Corporate Seal)  
**Lawn Service, Inc.**

SURETY

Company **Commercial Insurance Alliance, A  
Reciprocal Insurance Company** (Corporate Seal)

Signature: 

Name and Title: **Mack McClendon, owner /**

(Any additional signatures appear on page 6) **President**

Signature: 

Name and Title: **Larry E. Haynes, Attorney-in-  
Fact**

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or  
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the **Owner to pay for labor, materials and equipment** furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

ORIGINAL

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Consent of Surety needed for release of progress payments and final payment and retainage.

This Bond is a guarantee, it is not an insurance product or policy. Seek qualified and licensed insurance companies for all W/C and G/L.

BOND FEE must be paid in full within 30 days of issuance or become NULL and VOID.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

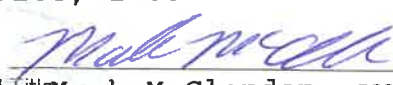
CONTRACTOR AS PRINCIPAL

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

CONTRACTOR AS PRINCIPAL

Company: **First Genesis** (Corporate Seal)

**Lawn Service, Inc.**

Signature:   
Name and Title: **Mack McClendon, owner / President**

SURETY

Company: **Commercial Insurance Alliance, A Reciprocal Insurance Company** (Corporate Seal)

Signature:   
Name and Title: **Larry E. Haynes, Attorney-in-fact**



ORIGINAL

## POWER OF ATTORNEY

## COMMERCIAL INSURANCE ALLIANCE, A RECIPROCAL INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that Commercial Insurance Alliance, a Reciprocal Insurance Company ("Company"), through its Attorney-in-Fact Briarwood Management, LLC ("Briarwood"), a duly authorized Florida Limited Liability Company, does hereby appoint **Larry E. Haynes** its true and lawful Attorney-in-Fact to make, execute, seal and deliver on its benefit as surety

any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require. Such bonds and undertakings when duly executed by the aforesaid Attorney-in-Fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and sealed with its corporate seal.

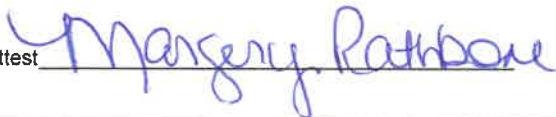
This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Managers of Briarwood, on behalf of Commercial Insurance Alliance, A Reciprocal Insurance Company adopted effective June 15, 2006 and now in full force and effect;

RESOLVED that the President may appoint other officers of the Company or agents of the Company to act as its lawful Attorney-in-Fact in any State, Territory or Federal District to represent this Company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed, any and all bonds and undertakings of suretyship and such other documents as are required in the ordinary course of surety business; and the Secretary or any Officer of the Company be, and that each or any of them is, authorized to verify any affidavit or other statement relating to the foregoing and to any resolutions adopted by its Board of Managers; and that any such Attorney-in-Fact may be removed and the authority so granted may be revoked by the President or by the Board of Managers.

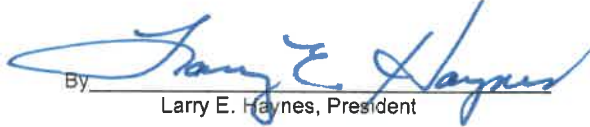
INWITNESS WHEREOF, the Company has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized Officer This 17<sup>th</sup> day of October, 2008

Commercial Insurance Alliance, A Reciprocal Insurance Company through  
Briarwood Management, LLC its Attorney-in-Fact

Attest



By



Larry E. Haynes, President

## Additional Provisions of this Bond are:


**Securitized Bond** - Commercial Insurance Alliance has arranged with the assistance of the bonded party, a 100% cash equivalent security in the form of a bank issued irrevocable trust receipt or bank letter of credit. This security is for the total face amount of the bond and will be retained in place for and on behalf of Commercial Insurance Alliance until the bonded project is completed. Commercial Insurance Alliance is an Authorized Surety Provider and Florida Domiciled Insurance Company.

**Premiums** - As agreed to and executed in the **General Agreement of Indemnity**, the initial bond premium is fully earned upon issuance of the bond.

**Term** - The term of this bond shall end upon completion of the obligation and in no event shall extend beyond a 12 month period without an extension in writing by the Company and payment of an additional fee for each month of extension.

State of Florida  
County of Duval

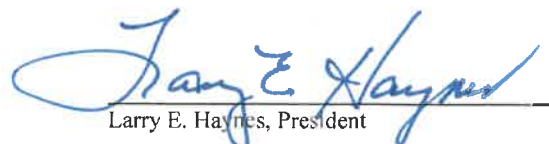
On this 17<sup>th</sup> day of October, 2008 before me, a Notary Public of the State and County aforesaid residing therein, duly commissioned and sworn, personally came the above named officer of the Company who being by me first duly sworn according to law, did depose and say that he is the officer of the Company described in and which executed the foregoing instrument; that he knows the seal of the Company; that the seal affixed to such instrument is the corporate seal of the Company; and that the corporate seal and his signature as such officer were affixed and subscribed to the said instrument by order of the Board of Managers).

  
TINA LYLES  
Notary Public, State of Florida  
Notary Public Comm. exp. Nov. 17, 2011  
Comm. No. DD 714214

My commission expires

RESOLVED, that the use of a printed facsimile of the corporate seal of the Company and of the signature of an Officer of the Company on any certification of the correctness of a copy of an instrument executed by the President pursuant to the Board Resolution dated June 15 2006, appointing and authorizing an Attorney-in-Fact to execute in the name of and on behalf of the Company, surety bonds, undertakings and other instruments, shall have the same effect as if such seal and such signature had been manually affixed and made, is hereby authorized and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 17<sup>th</sup> day of October, 2008

  
Larry E. Haynes, President

PERFORMANCE BOND

(Multiple Years - Non-construction)

BOND NO. 41262722

KNOW ALL BY THESE PRESENTS, That, FIRST GENESIS LAWN SERVICE, INC.

as Principal, and Platte River Insurance Company a Nebraska corporation as Surety, are held and firmly bound unto THE CITY OF BOYNTON BEACH as Obligee, in the sum of FORTY THOUSAND THREE HUNDRED TWENTY-FIVE AND NO/100 Dollars (\$40,325.00) for the payment of which sum well and truly to be made we bind ourselves our personal representatives, successors and assigns, jointly, and severally.

WHEREAS, Principal has entered into a written agreement with Obligee dated \_\_\_\_\_ for BID #: 048-2730-12/JMA: LANDSCAPE MAINTENANCE

NOW, THEREFORE, if said Principal shall well and truly perform all the terms, covenants, conditions and obligations of said Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect subject to the following expressed conditions:

PROVIDED HOWEVER, that this bond is written upon the following expressed conditions:

- 1) This bond shall become effective on 10/1/12 and shall expire on 9/30/13.  
If the bond is renewed by Surety at its sole discretion, it shall be considered one continuous bond and in no event shall the penal sum, or any portion thereof, exceed the total amount of \$40,325.
- 2) That no liability shall accrue under this bond until the Obligee has met all its obligations under the Agreement dated \_\_\_\_\_.
- 3) That the Surety herein may, if it so elects, terminate its obligation under this bond by first giving 30 days written notice of its intention to the Obligee; however, the Surety shall nevertheless remain liable for any and all accrued indebtedness of the Principal incurred prior to the termination date.
- 4) The failure of the Principal to provide alternative security, after the Surety has exercised its rights to terminate this bond as herein provided, shall not be actionable or cause for a claim under this bond.
- 5) In the event of default by the Principal in performance of the Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 15<sup>TH</sup> day of OCTOBER 2012.

FIRST GENESIS LAWN SERVICE, INC.  
(Principal)

By

Mark McClendon  
(Name & Title)

Witness

Witness

Platte River Insurance Company

By

SUSAN A. SALLADA, Attorney-In-Fact



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41262722

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

\_\_\_\_PATRICIA A. MARINUCCI; SUSAN A. SALLADA; SARA T. SHARKEY\_\_\_\_

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\_\_\_\_ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$5,000,000.00\_\_\_\_

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF**, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

*Richard W. Allen III*  
Richard W. Allen III  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*  
David F. Pauly  
CEO & President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

*Daniel W. Krueger*  
Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15 day of October, 2012




*Alan S. Ogilvie*  
Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (5-11)

CITY OF BOYNTON BEACH  
FINANCE/PROCUREMENT DEPARTMENT

MEMORANDUM

TO: Vicki Dornieden  
FROM: Julie Alibrandi   
DATE: October 22, 2012  
RE: Performance and Payment Bond for FIRST GENESIS LAWN  
SERVICE, INC.

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Attached please find the original Contractor's Performance Bond for **First Genesis Lawn Service** in the amount of **\$40,325.00**. This Performance Bond expires September 30, 2013.

Bid Number: 048-2730-12/JMA

Bid Title: Two Year Contract for Landscape Maintenance for the City of  
Boynton Beach

Commission Approved: September 4, 2012

c: Tim Howard  
Paula LeBlanc  
File





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

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

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### EXPLANATION OF REQUEST:

Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: "Further, the City Manager, or in the City Manager's absence, the Acting City Manager is authorized to execute a purchase order on behalf of the City for such purchases under the \$25,000 bid threshold for personal property, commodities, and services, or \$75,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or Acting City Manager. Below is a list of the purchases for September 2018:

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount</u>
181309	A-1 Air Solutions, LLC	\$51,982.00
181321	Wex Bank	\$14,599.16
181328	Smith Fence Company	\$14,380.00
181329	Flamingo Shop Serv	\$11,357.00
181336	Alpha Fence Specialists, Inc.	\$14,156.98
181343	Municipal Emergency Service	\$17,243.00

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

Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over \$10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager.

**FISCAL IMPACT:** Budgeted This Ordinance provides the impact of reducing paperwork by streamlining processes within the organization. This allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

**ALTERNATIVES:** None

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Purch over \$10K-Sept 2018 Backup



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

<b>1. Vendor:</b> A-1 Air Solutions, LLC	<b>Purchase Amount:</b> \$51,982.00
<b>Requesting Department:</b> Public Works	<b>Contact Person:</b> Gail Mootz
	<b>Date:</b> 9/7/18
<b>Brief Description of Purchase:</b> Emergency purchase to replace existing A/C units at the new library site at 115 N Federal Highway.	
<b>Source for Purchase:</b> Three Written Quotes	<b>Fund Source:</b> 001-1214-512-64-02 TS0115
<b>2. Vendor:</b> Wex Bank	<b>Purchase Amount:</b> \$14,599.16
<b>Requesting Department:</b> Public Works	<b>Contact Person:</b> Bill Darty
	<b>Date:</b> 9/10/18
<b>Brief Description of Purchase:</b> Wex fuel card payment for Police during Public Works drive construction.	
<b>Source for Purchase:</b> Other	<b>Fund Source:</b> 501-2516-519-52-10
<b>3. Vendor:</b> Smith Fence Company	<b>Purchase Amount:</b> \$14,380.00
<b>Requesting Department:</b> Public Works	<b>Contact Person:</b> Marc Saavedra
	<b>Date:</b> 9/13/18
<b>Brief Description of Purchase:</b> Install temporary chain link fence at Sara Sims.	
<b>Source for Purchase:</b> Three Written Quotes	<b>Fund Source:</b> 303-4218-572-63-05 RP1820
<b>4. Vendor:</b> Flamingo Shop Serv	<b>Purchase Amount:</b> \$11,357.00
<b>Requesting Department:</b> Public Works	<b>Contact Person:</b> Bill Darty
	<b>Date:</b> 9/13/18
<b>Brief Description of Purchase:</b> Install large fans in the Fleet Maintenance facility.	
<b>Source for Purchase:</b> Three Written Quotes	<b>Fund Source:</b> 501-2516-519-62-01
<b>5. Vendor:</b> Alpha Fence Specialists, Inc.	<b>Purchase Amount:</b> \$14,156.98
<b>Requesting Department:</b> Public Works	<b>Contact Person:</b> Gail Mootz
	<b>Date:</b> 9/17/18
<b>Brief Description of Purchase:</b> Install fence at new PD site at 2045 High Ridge Rd.	
<b>Source for Purchase:</b> Three Written Quotes	<b>Fund Source:</b> 001-1214-512-49-17 TS2045

<b>6. Vendor:</b> Municipal Emergency Service		<b>Purchase Amount:</b>	\$17,243.00
<b>Requesting Department:</b>	Fire	<b>Contact Person:</b>	Chief Joseph
		<b>Date:</b>	9/25/18
<b>Brief Description of Purchase:</b>			
Annual membership & maintenance fee for Target Solutions. This is a pre-pay and will come out of FY1819 budget.			
<b>Source for Purchase:</b>	Piggyback City of Miami Beach RFP 2014-143-LR	<b>Fund Source:</b>	001-2210-522-46-91

# PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd. Suite 101

P.O. BOX 310

BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181309

DATE: 09/07/18

VENDOR 16960

TO: A-1 AIR SOLUTIONS, LLC  
849 SW 20TH AVENUE  
OKEECHOBEE, FL 34974

SHIP TO:

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

REQUISITION NO. 72142	ORDERING DEPARTMENT: FACILITIES/GAIL/AGGA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	5870.00 DL	LIBRARY AHU #1 FAS091MAA0A0A, ICP 7.5 AC AIR HANDLER R410A 230/460V 3PH	1.0000	5870.00
2	7517.00 DL	LIBRARY CONDENSER #1 CAS091HAA0A00A ICP 7.5 AC C/U R410A 230V 3PH	1.0000	7517.00
3	3870.00 DL	LIBRARY AHU #2 FAS091MAA0A0A ICP 7.5 AC AIR HANDLER R410A 230/460 3PH	1.0000	3870.00
4	7517.00 DL	LIBRARY CONDENSER #2 CAS091HAA0A00A ICP 7.5T C/U 410A 230V 3PH	1.0000	7517.00
5	3590.00 DL	LIBRARY AHU #3 FEM4X6000BL ICP R410A AHU ECM 5.0T	1.0000	3590.00
6	5026.00 DL	LIBRARY CONDENSER #3 N4A360GHC ICP A/C COND R410A 5.0T 13 SEER 208/230V 3PH	1.0000	5026.00
7	6615.00 DL	LIBRARY AHU #4 FAS120MAAA0A0A ICP 10T AC AIR HANDLER 410A 230/460V 3PH	1.0000	6615.00
8	5026.00 DL	LIBRARY CONDENSER #4A N4A360GHC ICP A/C COND R410A 5.0T 13 SEER 208/230 3PH	1.0000	5026.00
9	5026.00 DL	LIBRARY CONDENSER #4B N4A360GHC ICP AC COND R410A 5.0T 13 SEER 208/230 3PH	1.0000	5026.00

PROCUREMENT SERVICES:	<i>Maria Odeker 9/7/18</i>	P.O. TOTAL:
ACCOUNT NO. 001-1214-512.64-02	PROJECT TS0115	

# PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT  
3301 Quantum Blvd, Suite 101  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181309  
DATE: 09/07/18

VENDOR 16960

TO: A-1 AIR SOLUTIONS, LLC  
849 SW 20TH AVENUE  
OKEECHOBEE, FL 34974

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

REQUISITION NO. 72142	ORDERING DEPARTMENT: FACILITIES/GAIL/AGGA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
10	1925.00	DL	MISCELLANEOUS	1.0000	1925.00

SCOPE OF WORK TO BE PERFORMED:  
REMOVE & DISPOSED 4DRM-008(2), AND  
FB4NB070(1) AIR  
HANDLES.

REMOVE & DISPOSE 3BAK 7.5T(2),  
38CKC 5T(2) AND  
38BRC 5T(1) CONDENSERS

INSTALL NEW ICP N4A360GHC (3)  
CONDENSER & ICP  
CAS091HAA0A00A (2)

INSTALL NEW ICP FEMX46000BL (1),  
ICP  
FAS120MAAA0A0A (1) AND  
FAS091MAAA0A0A (2)

REUSE EXISTING DRAIN LINES,  
DUCTWORK & ELECTRICAL  
SYSTEM

REPLACE ELECTRICAL WHIPS FOR THE  
CONDENSER AS  
NEEDED

REPLACE BREAKERS AS NEEDED

CRANE TO BE USED TO GAIN ACCESS TO  
THE BUILDING,  
CUSTOMER RESPONSIBLE FOR OPENING  
DOORS IN THE 2ND  
FLOOR

SCHEDULE CHANGE OUTS WITH THE  
PURPOSE OF GIVING A  
NOTICE IN ADVANCE FOR THE CUSTOMER  
TO BE EXPECTING

PROCUREMENT SERVICES:	<i>Man Obedien 9/7/18</i>	P.O. TOTAL:
ACCOUNT NO. 001-1214-512.64-02	PROJECT TS0115	

# PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd. Suite 101  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181309  
DATE: 09/07/18

VENDOR 16960

TO: A-1 AIR SOLUTIONS, LLC  
849 SW 20TH AVENUE  
OKEECHOBEE, FL 34974

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

REQUISITION NO. 72142	ORDERING DEPARTMENT: FACILITIES/GAIL/AGGA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	--------------	--------------------------	-----------	---------------

US, NO MORE THAT 2 SYSTEMS OUT OF  
SERVICE AT A  
TIME.

REUSE EXISTING SMOKE DETECTORS,  
CUSTOMER  
RESPONSIBLE FOR CONNECTION TO FIRE  
ALARM

ANY OTHER WORK BEYOND ABOVE STATED  
MIGHT BE  
SUBJECT TO AN EXTRA FEE

WARRANTY: 90 DAYS LABOR, 5 YEARS  
COMPRESSORS, 1  
YEAR ON PARTS.

REMARKS:  
EMERGENCY PURCHASE - MEMO TO CITY MANAGER DATED  
9/7/18.  
ESTIMATE #EST0038

PROCUREMENT SERVICES:	<i>Manuel G. ...</i> 9/7/18	P.O. TOTAL:	51982.00
ACCOUNT NO. 001-1214-512.64-02	PROJECT TS0115		



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

Date: 8/31/18

Requesting Department: P.W./FAC

Contact Person: GAIL MOOTZ

**Explanation for Purchase:**

Replace exist A/C units at the new library  
site at 15 N. Federal

Recommended Vendor A-1 AIR SOLUTIONS

Dollar Amount of Purchase \$ 51,982.00

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

~~001-2511-SM-46-10~~  
Project #: TS015

001- 1214- 512-  
64-02

**Approvals:**

Department Head

*[Signature]*

Date

9/5/18

Purchasing Agent

*[Signature]*

Date

9/6/18

Asst City Manager

*[Signature]*

Date

9/7/18

City Manager

*[Signature]*

Date

9/7/18

Form Revised 02/01/02



PURCHASE REQUISITION NBR: 0000072142

REQUISITION BY: FACILITIES/GAIL/AGGA

STATUS: DEPT APPROVAL

STATUS: DEPT APPROVAL  
REASON: EMERGENCY PO FOR AIR HANDLERS & CONDENSERS LIBRARY

DATE: 9/04/18

SHIP TO LOCATION: PUBLIC WORKS

DELIVER BY DATE: 9/05/18

SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC

[illegible]

QUANTITY UOM

**EXTEND  
COST**

VENDOR PART NUMBER

REQUISITION TOTAL: 51982.00

## REQUISITION QUOTES

SELECTED VENDOR:	51982.0000
	56524.0000
	67242.0000

VENDOR NAME

16960 A-1 AIR SOLUTIONS, LLC  
9539 STOKES MECH CONTRACTOR INC  
13698 PRECISION AIR SYSTEMS INC

ACCOUNT INFORMATION

LINE #	ACCOUNT	MACHINERY AND EQUIPMENT	PROJECT	%	AMOUNT
1	00112145126402	GENERAL EQUIPMENT	TS0115	100.00	5870.00
2	00112145126402	MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
3	00112145126402	GENERAL EQUIPMENT	TS0115	100.00	7517.00
4	00112145126402	MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
5	00112145126402	GENERAL EQUIPMENT	TS0115	100.00	3870.00
6	00112145126402	MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
7	00112145126402	GENERAL EQUIPMENT	TS0115	100.00	7517.00
8	00112145126402	MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
9	00112145126402	GENERAL EQUIPMENT	TS0115	100.00	3590.00
10	00112145126402	MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
		GENERAL EQUIPMENT	TS0115	100.00	5026.00
		MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
		GENERAL EQUIPMENT	TS0115	100.00	6615.00
		MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
		GENERAL EQUIPMENT	TS0115	100.00	5026.00
		MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
		GENERAL EQUIPMENT	TS0115	100.00	5026.00
		MACHINERY AND EQUIPMENT	Library at 115 N Fed Hwy		
		GENERAL EQUIPMENT	TS0115	100.00	1925.00

51982.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

## REQUISITION COMMENTS:

SCOPE OF WORK TO BE PERFORMED:  
REMOVE & DISPOSED 4DRM-008(2);  
HANDLES.

REMOVE & DISPOSE 3BAK 7-5T(2), 38CKC 5T(2) AND  
38BRC 5T(1) CONDENSERS

INSTALL NEW ICP N4A360GHC (3) CONDENSER & ICP

① 8/15/6  
8/19/6  
9/6/6

PURCHASE REQUISITION NBR: 0000072142

REQUISITION BY: FACILITIES/GAIL/AGGA  
SHIP TO LOCATION: PUBLIC WORKS  
STATUS: DEPT APPROVAL  
REASON: EMERGENCY PO FOR AIR HANDLERS & CONDENSERS LIBRARY  
SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC  
DATE: 9/04/18  
DELIVER BY DATE: 9/05/18

REQUISITION COMMENTS:

CAS091HAA0A00A (2)

INSTALL NEW ICP FEMX46000BL (1), ICP  
FAS120MAAA0A0A (1) AND FAS091MAAA0A0A (2)

REUSE EXISTING DRAIN LINES, DUCTWORK & ELECTRICAL  
SYSTEM

REPLACE ELECTRICAL WHIPS FOR THE CONDENSER AS  
NEEDED

REPLACE BREAKERS AS NEEDED

CRANE TO BE USED TO GAIN ACCESS TO THE BUILDING,  
CUSTOMER RESPONSIBLE FOR OPENING DOORS IN THE 2ND  
FLOOR

SCHEDULE CHEANGE OUTS WITH THE PURPOSE OF GIVING A  
NOTICE IN ADVANCE FOR THE CUSTOMER TO BE EXPECTING  
US, NO MORE THAT 2 SYSTEMS OUT OF SERVICE AT A  
TIME.

REUSE EXISTING SMOKE DETECTORS, CUSTOMER  
RESPONSIBLE FOR CONNECTION TO FIRE ALARM

ANY OTHER WORK BEYOND ABOVE STATED MIGHT BE  
SUBJECT TO AN EXTRA FEE

WARRANTY: 90 DAYS LABOR, 5 YEARS COMPRESSORS, 1  
YEAR ON PARTS.

PURCHASE REQUISITION NBR: 0000072142  
REQUISITION BY: FACILITIES/GAIL/AGGA  
SHIP TO LOCATION: PUBLIC WORKS  
STATUS: DEPT APPROVAL  
REASON: EMERGENCY PO FOR AIR HANDLERS & CONDENSERS LIBRARY  
DATE: 9/04/18  
SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC  
DELIVER BY DATE: 9/05/18

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

9	LIBRARY CONDENSER #4B N4A360GHC ICP AC COND R410A 5.0T 13 SEER 208/230 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING		DL			
10	MISCELLANEOUS	1925.00	DL	1.0000	1925.00	

SCOPE OF WORK TO BE PERFORMED:  
REMOVE & DISPOSE 4DRM-008(2), AND FB4NB070(1) AIR HANDLES.

REMOVE & DISPOSE 3BAK 7.5T(2), 38CKC 5T(2) AND 38BRC 5T(1) CONDENSERS

INSTALL NEW ICP N4A360GHC (3) CONDENSER & ICP CAS091HAA0A00A (2)

INSTALL NEW ICP FEMX46000BL (1), ICP FAS120MAAA0A0A (1) AND FAS091MAAA0A0A (2)

REUSE EXISTING DRAIN LINES, DUCTWORK & ELECTRICAL SYSTEM

REPLACE ELECTRICAL WHIPS FOR THE CONDENSER AS NEEDED

REPLACE BREAKERS AS NEEDED

CRANE TO BE USED TO GAIN ACCESS TO THE BUILDING, CUSTOMER RESPONSIBLE FOR OPENING DOORS IN THE 2ND FLOOR

SCHEDULE CHANGE OUTS WITH THE PURPOSE OF GIVING A NOTICE IN ADVANCE FOR THE CUSTOMER TO BE EXPECTING US. NO MORE THAT 2 SYSTEMS OUT OF SERVICE AT A TIME.

REUSE EXISTING SMOKE DETECTORS, CUSTOMER RESPONSIBLE FOR CONNECTION TO FIRE ALARM

ANY OTHER WORK BEYOND ABOVE STATED MIGHT BE SUBJECT TO AN EXTRA FEE

WARRANTY: 90 DAYS LABOR, 5 YEARS COMPRESSORS, 1 YEAR ON PARTS.

COMMODITY: ENGINEERING SERVICES  
SUBCOMMOD: AIR CONDITIONING, HEATING

PURCHASE REQUISITION NBR: 0000072142

REQUISITION BY: FACILITIES/GAIL/AGGA

STATUS: DEPT APPROVAL  
REASON: EMERGENCY PO FOR AIR HANDLERS & CONDENSERS LIBRARY

DATE: 9/04/18

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 16960 A-1 AIR SOLUTIONS, LLC  
DELIVER BY DATE: 9/05/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LIBRARY AHU #1 FAS091MAA0A0A, ICP 7.5 AC AIR HANDLER R410A 230/460V 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	5870.00	DL	1.0000	5870.00	
2	LIBRARY CONDENSER #1 CAS091HAA0A00A ICP 7.5 AC C/U R410A 230V 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	7517.00	DL	1.0000	7517.00	
3	LIBRARY AHU #2 FAS091MAA0A0A ICP 7.5 AC AIR HANDLER R410A 230/460 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	3870.00	DL	1.0000	3870.00	
4	LIBRARY CONDENSER #2 CAS091HAA0A00A ICP 7.5T C/U 410A 230V 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	7517.00	DL	1.0000	7517.00	
5	LIBRARY AHU #3 FEM4X6000BL ICP R410A AHU ECM 5.0T COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	3590.00	DL	1.0000	3590.00	
6	LIBRARY CONDENSER #3 N4A360GHC ICP A/C COND R410A 5.0T 13 SEER 208/230V 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	5026.00	DL	1.0000	5026.00	
7	LIBRARY AHU #4 FAS120MAA0A0A ICP 10T AC AIR HANDLER 410A 230/460V 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	6615.00	DL	1.0000	6615.00	
8	LIBRARY CONDENSER #4A N4A360GHC ICP A/C COND R410A 5.0T 13 SEER 208/230 3PH COMMODITY: ENGINEERING SERVICES SUBCOMMOD: AIR CONDITIONING, HEATING	5026.00	DL	1.0000	5026.00	
9	LIBRARY CONDENSER #4B	5026.00	DL	1.0000	5026.00	



**DEPARTMENT OF PUBLIC WORKS  
MEMORANDUM NO. 18-012**

*approved  
9/7/18  
GJ*

**TO:** Lori LaVerriere, City Manager  
**FROM:** Gail M. Mootz, Project Supervisor *[Signature]*  
**THROUGH:** Andrew Mack, Public Works Director  
**DATE:** September 7, 2018  
**SUBJECT:** Emergency HVAC Repair – Library (115 N. Federal Hwy)

---

In preparation of the City Library's move to 115 N. Federal Highway an assessment was completed on the existing HVAC systems. The new Library site consists of four HVAC units, (2) 7.5 ton, (1) 5 ton, and (1) 10 ton dating back to 1998 and 1999 (19-20 years old) with three of the units serving the Library and one serving the Church. Upon receipt of the assessment report at that time it was determined repairs would be made to get the existing units operational. After the operational repairs were completed, the systems seemed to be running adequately. However recently we have been experiencing system failures such as coil leaks, blown fuses, schrader valves and capacitors. In addition, the church unit has completely failed and the existing units currently running are not cooling properly making them not cost effective, creating a possible environmental hazard and affecting the Library contents with inadequate conditioned space.

Three HVAC vendors were contacted and requested to submit quotes for replacement of the units, the results are as follows:

- |                      |              |
|----------------------|--------------|
| 1. A-1 Air Solutions | \$ 51,982.00 |
| 2. Stokes Mechanical | \$ 56,524.00 |
| 3. Precision         | \$ 67,242.00 |

With the costs ranging from \$51,982.00- \$67,242.00 policy dictates this repair should go through the formal bid process. However, with the continual service calls, loss of use, possible environmental hazards and damage to the existing Library contents along with discomfort of the patrons, I would like to request your approval of an emergency repair of \$ 51,982.00 for the replacement of the HVAC units the Library.

**Cc:** Colin Groff, Assistant City Manager

**Tim Howard, Assistant City Manager**  
**Andrew Mack, Director of Public Works & Engineering**  
**Julie Oldbury, Director of Human Resources and Risk Management**  
**Kevin Ramsey, Facilities Manager, Sr. Project Manager**

# REQUEST FOR OFFICE ASSISTANCE

FROM: Gail Mootz

Date: 8/31/18

## \*PRIORITY / DATE NEEDED BY:

☐ Copy Work - Number of Copies: \_\_\_\_\_ [ Double-sided / Collated & Stapled / \_\_\_\_\_ ]  
Distribution: \_\_\_\_\_

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: \_\_\_\_\_

Account Number: \_\_\_\_\_ Project No.: \_\_\_\_\_

## Request for Requisition

Vendor:

A-1 Air Solutions

Account Number: 001-2511-519-46-10 Project No.: TS115

List items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_  
Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_  
Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_

☐ Written Quotes (\$2,000 to \$9,999.99) - Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form - Attached.

☐ Bid/City (Over \$25,000): Bid # \_\_\_\_\_

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes - Attached.

☐ File As: \_\_\_\_\_

☐ OTHER: Replacement of the air handlers & condensers @  
the Library/Church facility.

Special Instructions: Replace exist. A/C units at the  
new library site \$51,982.00  
115 N. FRED. HWY

Request completed by: [Signature]

Date completed: 8/31/18

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

## A-1 Air Solutions, LLC

Business Number: CAC1819092

849sw 20th av

Okeechobee, FL, 34974

P: 8886382801

M: 8636236203

a1airsolutionsokee@gmail.com



### Bill To

City Of Boyton Beach

Procurement Service Department

100 East Boyton Beach Boulevard, P.O. Box 310, Boyton Beach, Florida,  
33425

Estimate EST0038

Date 08/30/2018

DESCRIPTION	QTY	RATE	AMOUNT
Library AHU #1 FAS091MAAA0A0A ICP 7.5 AC AIR HANDLER R410A 230/460V 3PH	1	\$5,870.00	\$5,870.00
Library Condenser #1 CAS091HAA0A00A ICP 7.5 AC C/U R410A 230V 3PH		\$7,517.00	\$7,517.00
Library AHU #2 FAS091MAAA0A0A ICP 7.5 AC AIR HANDLER R410A 230/460 3PH		\$3,870.00	\$3,870.00
Library Condenser #2 CAS091HAA0A00A ICP 7.5T C/U 410A 230V 3PH		\$7,517.00	\$7,517.00
Library AHU #3 FEM4X6000BL ICP R410A AHU ECM 5.0T		\$3,590.00	\$3,590.00
Library Condenser #3 N4A360GHC ICP A/C COND R410A 5.0T 13 SEER 208/230V 3PH		\$5,026.00	\$5,026.00
Library AHU #4 FAS120MAAA0A0A ICP 10T AC AIR HANDLER 410A 230/460V 3PH		\$6,615.00	\$6,615.00
Library Condenser #4A N4A360GHC ICP A/C COND R410A 5.0T 13 SEER 208/230 3PH		\$5,026.00	\$5,026.00
Library Condenser #4B N4A360GHC ICP AC COND R410A 5.0T 13 SEER 208/230 3PH		\$5,026.00	\$5,026.00
Miscellaneous		\$1,925.00	\$1,925.00



**Scope of work to be performed:**

\*Remove and disposed 40RM-008(2), and FB4NB070(1) Air handles.

\*Remove and dispose 38AK 7.5 T(2), 38CKC 5T(2) and 38BRC 5T(1) Condensers.

\*Install New ICP N4A360GHC (3) Condenser and ICP CAS091HAA0A00A (2).

\*Install new ICP FEMX46000BL (1), ICP FAS120MAAA0A0A (1) and FAS091MAAA0A0A (2).

\*Reuse existing drain lines, ductwork and electrical system

\*Replace electrical whips for the condenser as needed.

\*Replace breakers as needed

\* Crane to be used to gain access to the building, customer responsible for opening doors in the 2nd floor.

\*Schedule change outs with the purpose of giving a notice in advance for the customer to be expecting us, no more that 2 systems out of service at a time.

\*Reuse existing smoke detectors, CUSTOMER responsible for connection to fire alarm.

**Total**

**\$51,982.00**

**ANY OTHER WORK BEYOND ABOVE STATED MIGHT BE SUBJECT TO AN EXTRA FEE.**

**Warranty: 90 days labor, 5 years compressors, 1 year on parts.**

# HVAC PROPOSAL

State License No.  
HVAC: CAC049256



2001 Seventh Avenue North  
Lake Worth, Florida 33461  
(561) 582-3589  
(561) 582-3602 fax  
service@stokes.com

DATE 8/23/2018

SUBMITTED TO City of Boynton Beach		JOB DESCRIPTION Replace (4) AC Systems
ADDRESS 115 N. Federal Hwy Boynton Beach		JOB LOCATION Boynton Beach Temp Library
ATTN Gail Mootz	PHONE 561-742-6223	EMAIL mootzg@bbfl.us

We hereby submit this proposal to perform the following work as outlined below:

- Remove (2) 40RM-008, (1) 40RM-012, and (1) FB4ANB070 air handlers
- Remove (2) 38AK 7.5 ton, (2) 38 CKC 5 ton, and (1) 38BRC 5 ton condensers
- Install new Carrier (2) 40RUAA08, (1) 40RUAA12, (1) FB4CNP060 air handlers
- Install new Carrier (2) 38AUZ 7.5 ton, (3) 24ABB360 5 ton condensers
- Replace condenser electrical whips, reuse existing AHU electrical, ductwork, and drains
- Provide and install (3) new drain pans, pan and float switches, equipment risers, and electric heaters
- Utilize crane from North side of building to place/remove equipment
- Second floor access door to be opened by customer
- Reuse existing smoke detectors, customer responsible for connections to fire alarm system
- Work to be scheduled so that no more than (2) systems out of service at a time
- Replace breakers to equipment as needed
- Permit and inspection included

Work to be performed during the hours of 8:00am - 4:30pm Monday - Friday

## EXCLUSIONS:

Any work beyond above stated scope; Fire Alarm connections; Any electrical work other than stated;  
Any duct work beyond unit connections; Any roofing work of any kind; Refrigerant piping

We hereby propose to furnish material and labor in complete accordance with above description, for the sum of:  
Fifty Six Thousand Five Hundred Twenty Four and xx/100 Dollars (\$ 56,524.00 )

Payment to be made as follows:

100% upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above description involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, hurricanes and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.

Authorized Signature:

*Kris Williams*

Kris Williams, Service Specialist

Signature:

NOTE: This proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal - The above prices, description and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Print Name/Title:

Date of Acceptance:

FOR OFFICE USE ONLY

PENDING

SIGNED

COMPLETED

BILLED



**PRECISION Air Systems, Inc.**

11101 South Crown Way • Suite 2 • Wellington, FL 33414

Phone (561) 791-3980 • Fax (561) 795-1693

August 30, 2018

City of Boynton Beach  
145 SE 2<sup>nd</sup> Ave.  
Boynton Beach, FL 33435

**Re: Replace 10 Ton Split System**  
**Location: Library/Church**

Per your request, Precision Air Systems, Inc. is please to submit the proposal below for your consideration.

- Provide crane service
- Remove and properly dispose of existing unit
- Provide and install one (1) 10 ton condensing unit
- Provide and install one (1) 10 ton air handler unit
- Flush refrigerant lines with line flush
- Tie in refrigerant lines
- Make all necessary electrical connection
- Leak check unit after installation
- Provide permitting and engineered drawings
- Start and check system operation
- Clean up work area

**Total Price: \$26,151.00**

This price is based on all work being performed during overtime working hours, excluding Sundays and holidays.

If you should have any questions concerning this price, or if we may be of further assistance, please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,

Sean Adams  
Service Manager

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#



**PRECISION Air Systems, Inc.**

11101 South Crown Way • Suite 2 • Wellington, FL 33414

Phone (561) 791-3980 • Fax (561) 795-1693

August 30, 2018

City of Boynton Beach  
145 SE 2<sup>nd</sup> Ave.  
Boynton Beach, FL 33435

**Re: Replace Two 7.5 Ton Split Systems**  
**Location: Library/Church**

Per your request, Precision Air Systems, Inc. is please to submit the proposal below for your consideration.

- Provide crane service
- Remove and properly dispose of existing units
- Provide and install two (2) 7.5 ton condensing units
- Provide and install two (2) 7.5 ton air handler units
- Flush refrigerant lines with line flush
- Tie in refrigerant lines
- Make all necessary electrical connection
- Leak check unit after installation
- Provide permitting and engineered drawings
- Start and check system operation
- Clean up work area

**Total Price: \$41,091.00**

This price is based on all work being performed during overtime working hours, excluding Sundays and holidays.

If you should have any questions concerning this price, or if we may be of further assistance, please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,

Sean Adams  
Service Manager

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#

PURCHASE ORDER  
**CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd. Suite 101

P.O. BOX 310

BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181321

DATE: 09/10/18

VENDOR 14667

TO: WEX BANK  
PO BOX 6293  
CAROL STREAM, IL 60197-6293

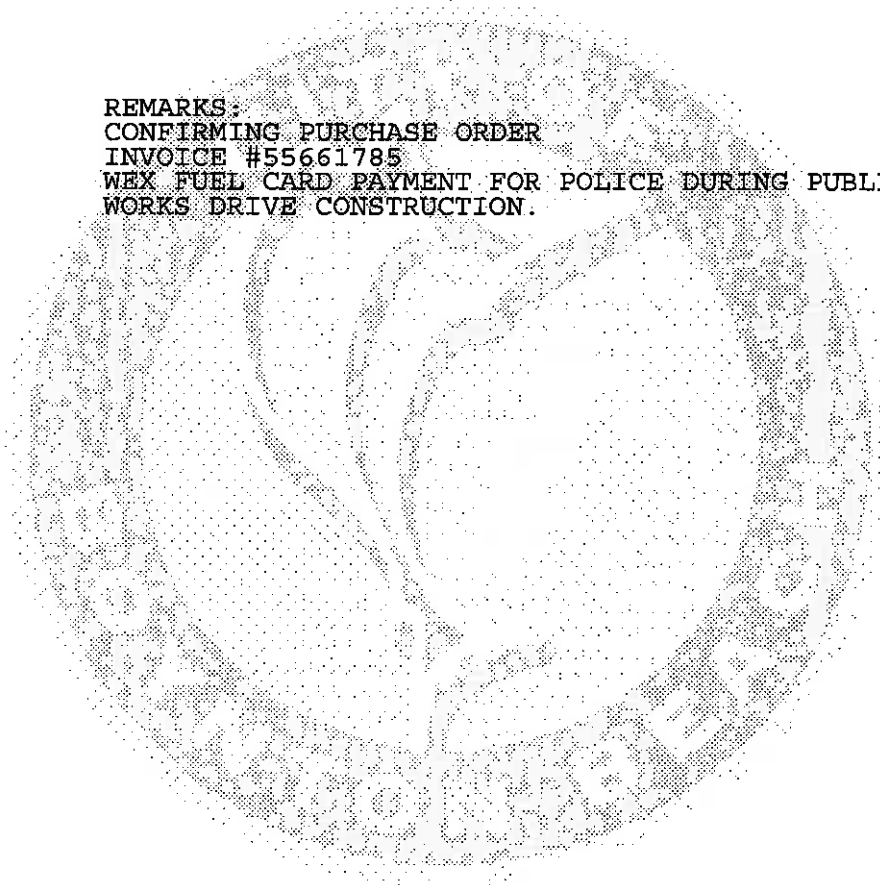
SHIP TO:

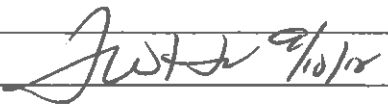
City of Boynton Beach  
PUBLIC WORKS DEPARTMENT  
222 N.E. 9TH AVENUE  
BOYNTON BEACH, FL 33435

REQUISITION NO. 72145	ORDERING DEPARTMENT: FLEET/MC		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14599.16	DL	WEX FUEL CARD PAYMENT FOR POLICE	1.0000	14599.16

REMARKS:  
CONFIRMING PURCHASE ORDER  
INVOICE #55661785  
WEX FUEL CARD PAYMENT FOR POLICE DURING PUBLIC  
WORKS DRIVE CONSTRUCTION.



PROCUREMENT SERVICES:		P.O. TOTAL:	14599.16
ACCOUNT NO. 501-2516-519.52-10	PROJECT		

PURCHASE REQUISITION NBR: 0000072145

REQUISITION BY: FLEET/MC  
SHIP TO LOCATION: PUBLIC WORKS  
STATUS: DEPT APPROVAL  
REASON: CONFIRMING- FUEL USED BY POLICE DEPARTMENT  
SUGGESTED VENDOR: 14667 WEX BANK

DATE: 9/05/18  
DELIVER BY DATE: 9/06/18

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WEX FUEL CARD PAYMENT FOR POLICE COMMODITY: EQUIP. MAINT. AUTO, TRUCK SUBCOMMOD: BODY WORK & UNDERCOAT	14599.16	DL	1.0000	14599.16	
REQUISITION TOTAL:					14599.16	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50125165195210 OPERATING SUPPLIES FUEL OIL VEHICLES		100.00	14599.16

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Confirming PO.  
Inv. 556661785

APPROVALS  
City Manager [Signature] Date 9/10/18  
Finance Dept [Signature] Date 9/7/18  
City Attorney [Signature] Date



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 9/4/2018

Requesting Department: Public Works

Contact Person: Bill Darty

**Explanation for Purchase:**

Wex fuel card payment for Police during Public Works drive construction.

**Recommended Vendor** Wex

**Dollar Amount of Purchase** \$14,599.16

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☒

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

501-2516-519.52-10

**Approvals:**

Department Head

Date

9/5/18

Purchasing Agent

Date

9/7/18

Asst City Manager

Date

\_\_\_\_\_

City Manager

Date

9/10/18

# REQUEST FOR OFFICE ASSISTANCE

FROM: Bill Darty

Date: 09/04/2018

**\*PRIORITY / DATE NEEDED BY:**

☐ Copy Work – Number of Copies: \_\_\_\_\_ [ Double-sided / Collated & Stapled / \_\_\_\_\_ ]  
Distribution: \_\_\_\_\_

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

**Request for 121/Direct Pay Req. for the attached -**

**Vendor or Person to be reimbursed:**

**Account Number:** 501-2516-519.52-10

**Project No.:** \_\_\_\_\_

**Request for Requisition -**

**Vendor:** WEX, confirming PO? This is an invoice. \$14,599.16

**Account Number:**

**Project No.:** \_\_\_\_\_

**List Items w/Quantities & Unit Costs on the back of this request.**

- ☐ Verbal Quotes (\$500 to \$1,999): Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_  
Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_  
Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_
- ☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.
- ☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.
- ☐ Bid/City (Over \$25,000): Bid # \_\_\_\_\_
- ☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

**Special Instructions:**

This is for fuel used by the Police Department during the Public Works drainage repair. Invoice #55661785

**Request completed by:** \_\_\_\_\_ **Date completed:** \_\_\_\_\_

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



**News & Events**

Now available: printable PDFs of your transaction reporting from your homepage. Follow the buttons to **View**, **Print** and **Pay**.

If mailing your payment, make sure to include the payment stub with your check, making note of your account number.

**Reminder:** Save time, pay online!

**Invoice**

**Account # 0496001378629**  
**Invoice # 55661785**  
**Closing Date 08/31/18**

Min Payment Due

Due 09/26/18

**\$14,599.16**

Current Balance

Pending

**\$15,467.72**

**\$92.66**

**\$120,000 Credit Limit**

**\$104,532 Left**

©2012. WEX Inc. Printed by : cityofboyntonbeach Date Printed : 09/05/18



# Invoice Statement

INVOICE NUMBER: 55661785  
ACCOUNT NAME: City of Boynton Beach

PAGE 1 OF 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-137862-9	120,000.00	31	AUG-31-2018	SEP-26-2018	19,108.60

DATE	ACTIVITY DESCRIPTION	CHARGES/DEBITS	PAYMENTS/CREDITS
AUG-31-2018	Fuel Purchases	14,929.66	
AUG-31-2018	Rebates and Rebate Reversals		330.50-
<div>YOUR ACCOUNT IS PAST DUE PLEASE GIVE THIS STATEMENT YOUR IMMEDIATE ATTENTION CALL TOLL FREE 1-888-300-9040</div>			

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

CURRENT PERIOD	ONE BILLING PERIOD PAST DUE	TWO BILLING PERIOD PAST DUE	THREE + BILLING PERIODS PAST DUE	TOTAL DUE
14,599.16	4,509.44	0.00	0.00	19,108.60

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
4,509.44	0.00	14,929.66	330.50	19,108.60

CALL CUSTOMER SERVICE TO PAY BY PHONE  
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.  
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT.

ACCOUNT NAME	City of Boynton Beach
ACCOUNT NUMBER	0496-00-137862-9
INVOICE NUMBER	55661785
BILL CLOSING DATE	AUG-31-2018
AMOUNT DUE	19,108.60
AMOUNT ENCLOSED	
PAYMENT DUE DATE	SEP-26-2018

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO LATE FEES

## WEX Fleet Universal

Fax change of address request to 1-800-395-0809.  
Make check payable to: WEX BANK  
Use enclosed envelope or send to:



WEX BANK  
P.O. BOX 6293  
CAROL STREAM IL 60197-6293

04960013786290000001910860 180926

**WEX Universal Agreement:** Your WEX Fleet Business Charge Card Agreement contains all terms and conditions pertaining to your account.

**Balance Subject to Finance Charges:**

Finance charges will be calculated by determining the total balance due on the date your account becomes delinquent, as follows: adding the total amount due on your Account on the payment due date together with any purchases posted to your Account from the end of the last billing cycle through the date the past due payment is applied or the close of the next business cycle, whichever happens first, and subtracting from that amount of any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine your finance charge. If your payment is not received and posted by the invoice payment due date, you may be charged a finance charge or other fees in accordance with the terms in your Business Charge Card Account Agreement.

**Discounts/Rebates:** You may be offered discounts and/or rebates by participating in this card program from time to time. Such discounts and/or rebates may be suspended, modified or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as (but not limited to) maintaining your account in good standing will apply and be provided to you when such offers are made.

**How to Dispute Your Invoice:** Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding.

**Payment Options**

**Mall**

Be sure to include the bottom portion of the invoice with your payment. Write your account number or invoice number on the check to help avoid delays in payment processing if the check and remit stub become separated.

Allow 10 business days prior to the due date for mailing to help avoid late fees.

**Online**

Authorized users can elect to receive an email notification when an invoice is ready for online viewing and payment.

Online payments scheduled by 3:00 PM ET (on business days) are credited to your account on the same day. There is no fee for online payments.

**Phone**

Call Customer Service and select the menu option for Billing Inquiries. In addition to scheduling a payment, you can also check your balance.

Payments scheduled by 3:00 PM ET (on business days) are credited to your account on the same day.

Be prepared with your fleet card account number and a sample check to enter your bank account number and routing number. There is no fee for phone payments.

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

If you have any questions about any of the above, please call Customer Service, toll-free at 800-492-0669.

# PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd, Suite 101  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181328  
DATE: 09/13/18

VENDOR 17234

TO: SMITH FENCE COMPANY  
SMITH INDUSTRIES  
4699 110TH AVE. NORTH  
CLEARWATER, FL 33762

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

REQUISITION NO. 72045	ORDERING DEPARTMENT: ENGINEERING/MS/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.50	EA	PHASE 1, 6' CHAIN LINK	2700.0000	6750.00
2	1.00	EA	PHASE 1, TENIOSN WIRE-TOP & BOTTOM	2700.0000	2700.00
3	325.00	EA	PHASE 1, 6X24 DOUBLE SWING GATE	4.0000	1300.00
4	375.00	EA	PHASE 1, 6X30 DOUBLE SWING GATE	2.0000	750.00
5	25.00	EA	PHASE 1, WHEELS	12.0000	300.00
6	300.00	EA	PHASE 1, MOBILIZATION (INSTALL & REMOVAL)	2.0000	600.00
7	2.50	EA	PHASE 2, 6' CHAIN LINK	480.0000	1200.00
8	1.00	EA	PHASE 2, TENSION WIRE-TOP & BOTTOM	480.0000	480.00
9	300.00	EA	PHASE 2, MOBILIZATION	1.0000	300.00
10	1.00	EA	PHASE 3, CHAIN LINK FENCE REMOVAL PHASE 3, CHAIN LINK FENCE REMOVAL INCLUDE TAX EXEMPT	.0001	.00
			ALTERNATES IF NEEDED		
			REMOVE AND RELOCATE 6' CHAIN LINK		
11	1.00	EA	PHASE 3, CHAIN LINK FENCE REMOVAL	.0001	.00

REMARKS:  
INSTALL TEMPORARY CHAINLINK FENCE @ SARA SIMS  
QUOTE #469 DATED 7/18/18

PROCUREMENT SERVICES:	<i>WHE 9/2/18</i>	P.O. TOTAL:	14380.00
ACCOUNT NO. 303-4218-572.63-05	PROJECT RP1820		

PURCHASE REQUISITION NBR: 0000072045

STATUS: DEPT APPROVAL  
REASON: INSTALL TEMPORARY CHAINLINK FENCE @ SARA SIMS  
SUGGESTED VENDOR: 17234 SMITH FENCE COMPANY

DATE: 8/16/18  
DELIVER BY DATE: 8/17/18

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

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
REQUISITION TOTAL: 14380.00					

REQUISITION QUOTES

SELECTED VENDOR: 14380.0000  
101766.0000  
20484.2000  
VENDOR NAME  
17234 SMITH FENCE COMPANY  
13718 ALPHA FENCE SPECIALISTS, INC  
5640 NAT'L CONSTRUCTION RENTAL

ACCOUNT INFORMATION

LINE #	ACCOUNT	IMPVTS OTHER THAN BLDGS.	PROJECT	%	AMOUNT
1	30342185726305	PARKS IMPROVEMENTS	RP1820	100.00	6750.00
2	30342185726305	IMPVTS OTHER THAN BLDGS.	Sara Sims Park Improvemen	100.00	2700.00
3	30342185726305	PARKS IMPROVEMENTS	RP1820	100.00	1300.00
4	30342185726305	IMPVTS OTHER THAN BLDGS.	Sara Sims Park Improvemen	100.00	750.00
5	30342185726305	PARKS IMPROVEMENTS	RP1820	100.00	300.00
6	30342185726305	IMPVTS OTHER THAN BLDGS.	Sara Sims Park Improvemen	100.00	600.00
7	30342185726305	PARKS IMPROVEMENTS	RP1820	100.00	1200.00
8	30342185726305	IMPVTS OTHER THAN BLDGS.	Sara Sims Park Improvemen	100.00	480.00
9	30342185726305	PARKS IMPROVEMENTS	RP1820	100.00	300.00
10	30342185726305	IMPVTS OTHER THAN BLDGS.	Sara Sims Park Improvemen	100.00	.00
					14380.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS  
City Manager *[Signature]* Date 9/7/18  
Finance Dept *[Signature]* Date 9/7/18  
Risk Manager *[Signature]* Date 9/7/18  
City Attorney *[Signature]* Date 9/7/18

PURCHASE REQUISITION NBR: 0000072045

REQUISITION BY: ENGINEERING/MS/AGGA  
 STATUS: DEPT APPROVAL  
 REASON: INSTALL TEMPORARY CHAINLINK FENCE @ SARA SIMS  
 SUGGESTED VENDOR: 17234 SMITH FENCE COMPANY

DATE: 8/16/18  
 DELIVER BY DATE: 8/17/18

SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	PHASE 1, 6' CHAIN LINK COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	2.50	EA	2700.0000	6750.00	
2	PHASE 1, TENIOSN WIRE-TOP & BOTTOM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	1.00	EA	2700.0000	2700.00	
3	PHASE 1,6X24 DOUBLE SWING GATE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	325.00	EA	4.0000	1300.00	
4	PHASE 1,6X30 DOUBLE SWING GATE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	375.00	EA	2.0000	750.00	
5	PHASE 1, WHEELS COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	25.00	EA	12.0000	300.00	
6	PHASE 1, MOBILIZATION (INSTALL & REMOVAL) COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	300.00	EA	2.0000	600.00	
7	PHASE 2,6' CHAIN LINK COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	2.50	EA	480.0000	1200.00	
8	PHASE 2, TENSION WIRE-TOP & BOTTOM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	1.00	EA	480.0000	480.00	
9	PHASE 2, MOBILIZATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	300.00	EA	1.0000	300.00	
10	PHASE 3, CHAIN LINK FENCE REMOVAL PHASE 3, CHAIN LINK FENCE REMOVAL INCLUDE TAX EXEMPT	1.00	EA	.0001	.00	
ALTERNATES IF NEEDED						
	REMOVE AND RELOCATE 6' CHAIN LINK COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR					
11	PHASE 3, CHAIN LINK FENCE REMOVAL COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMM: FENCE INSTALL & REPAIR	1.00	EA	.0001	.00	



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

Date: 9/8/2018

Requesting Department: PW/Engineering

Contact Person: Marc Saavedra

**Explanation for Purchase:**

Install temporary chainlink fence at Sara Sims

*Smith*

Recommended Vendor Smith Fence

Dollar Amount of Purchase 14,380

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

303-4218-572-63-05, Project #RP1820

**Approvals:**

Department Head

*[Signature]*

Date

9/7/18

Purchasing Agent

*[Signature]*

Date

9/7/18

Asst City Manager

*[Signature]*

Date

9/7/18

City Manager

Date

9/3/18

Form Revised 02/01/02



4699 110th Avenue N  
Clearwater FL 33762  
727-573-5440

## CONSTRUCTION QUOTE

CSR: JT Thee  
Email: [jthee@smithfence.com](mailto:jthee@smithfence.com)  
Direct Line: (305)772-9602  
Contract: 469

Date: 07/18/2018  
PO:  
Customer ID: CITY OF BOYN  
Job Number: QUOTE

**Bill To:** City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach FL 33435

**Job:** Quote  
NW 9th Ct  
Boynton Beach FL 33435

**Contact:**  
**Phone:**  
**Email:**

**Site Contact:** Marc Saaverdra  
**Phone:** 561-742-6267

This quote is valid for 15 days.

Terms: COD

Rental Term: Up to 9 months

Description	Estimated Quantity	UOM	Unit Price	Line Total
PHASE 1				
6' CHAIN LINK	2,700.00	PLF	2.50	\$6,750.00
TENSION WIRE-TOP AND BOTTOM	2,700.00	PLF	1.00	\$2,700.00
6 x 24 DOUBLE SWING GATE	4.00	EACH	325.00	\$1,300.00
6 x 30 DOUBLE SWING GATE	2.00	EACH	375.00	\$750.00
WHEELS	12.00	EACH	25.00	\$300.00
MOBILIZATION (INSTALL AND REMOVAL)	2.00	EACH	300.00	\$600.00
PHASE 2				
6' CHAIN LINK	480.00	PLF	2.50	\$1,200.00
TENSION WIRE-TOP AND BOTTOM	480.00	PLF	1.00	\$480.00
MOBILIZATION	1.00	EACH	300.00	\$300.00
PHASE 3 CHAIN LINK FENCE REMOVAL INCLUDE				
***Tax Exempt***				
ALTERNATES IF NEEDED				
REMOVE & RELOCATE 6' CHAIN LINK		PLF	3.00	



Quote  
Continued...

Quote#: 469  
Date: 07/18/2018

Description	Estimated Quantity	UOM	Unit Price	Line Total
-------------	-----------------------	-----	---------------	---------------

Subtotal:	\$14,380.00
Sales Tax:	
Quote Total:	\$14,380.00

<<PERMITS AND UNDERGROUND UTILITIES ARE THE RESPONSIBILITY OF THE CUSTOMER>>  
QUANTITIES ARE ESTIMATED. ACTUAL FOOTAGES AND PRICE WILL BE ADJUSTED WHEN INSTALL IS COMPLETE.  
\$400.00 MINIMUM PER MOBILIZATION.  
CUSTOMIZE YOUR WINDSCREEN TO HAVE YOUR COMPANY LOGO OR FULL GRAPHIC SCREEN AND BANNERS!!! FRENCH STYLE  
BARRICADES/BIKE RACK AVAILABLE

EXTRA CHARGES: \$1.00PLF FOR EACH FOR INACCESSIBLE, HAND CARRY, STANDROLL, COREDRILL. MISSING AND DAMAGED MATERIAL WILL BE  
BILLED AT REPLACEMENT COST. PREVAILING WAGE PROJECTS SUBJECT TO DIFFERENT PRICING. NO RETAINAGE ALLOWED ON TEMPORARY  
FENCE. PRICE INCLUDES A ONE TIME INSTALLATION AND A ONE TIME REMOVAL. ADDITIONAL MOBILIZATIONS WILL BE BILLED AT A MINIMUM OF  
\$400.00 PER MOBILIZATION.

TO ACCEPT THIS BID PLEASE MAKE SURE ALL BILLING INFORMATION IS ACCURATE AND FILLED OUT COMPLETELY, SIGN AND EMAIL BACK TO  
CSR NAMED ABOVE. IF A PO OR CONTRACT IS TO BE DONE THIS MUST BE IN PLACE PRIOR TO INSTALLATION.

Customer Signatu

X

PO # 181328

Printed Nam

Positio

Date:

**Greco-Arencibia, Adrianna**

Req # 72045 63-0!  
Account # 303-4218-572-6260  
Project #: ~~RP1873~~ RP1820  
Need W9 & COI

**From:** Saavedra, Marc  
**Sent:** Monday, August 13, 2018 4:18 PM  
**To:** Dunmyer, Gary  
**Cc:** Greco-Arencibia, Adrianna  
**Subject:** RE: construction fencing at Sara Sims  
**Attachments:** Alpha rental Fence Bid.pdf; National - Phase 1 sara sim park 1 year CORRECTED (003) no tax.pdf; National - Phase 2 sara sim park 1 year CORRECTED (002) NO TAX.PDF; Smith - Updated Rental Quote.pdf

Hey guys,

Sorry for the delay, Gary. I was awaiting the COI and W-9 that I requested from Smith Fence on Friday. Adrianna, below is the bid summary for the construction fencing. See attached the three quotes (National Rental separated their quote into two parts for the two phases involved in the project).

**Sara Sims Park - Construction Fencing Quotes Summary**

	Phase 1	Phase 2	Removal	Rental Cost for 9 mos.	Total
Alpha	\$52,200.00	\$7,200.00	\$13,746.00	\$28,620.00	\$101,766.00
National	\$17,993.00	\$2,491.20	Included	included	\$20,484.20
Smith	\$12,400.00	\$1,980.00	included	included	\$14,380.00

Call me if you have any questions!

Thank you,  
Marc



Marc Saavedra  
Associate Engineer  
Public Works, Engineering  
City of Boynton Beach  
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435  
☎ 561-742-6267 | 📠 561-742-6357  
✉ SaavedraM@bbfl.us | 🌐 <http://www.boynton-beach.org/>



**America's Gateway to the Gulfstream**

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

**From:** Dunmyer, Gary  
**Sent:** Monday, August 13, 2018 4:05 PM  
**To:** Saavedra, Marc <SaavedraM@bbfl.us>

## **TERMS OF RENTAL AGREEMENT**

- \* It is understood that in the context of this agreement, the term "fence" includes fence, fence panels, gates, etc.
- \* Price includes material and labor for a rental period stated on quote. Fence kept longer than the initial rental period will be billed at the rate of 10% of the installed price per month (unless renegotiated prior to the expiration of the rental period).
- \* Clearing, grading and staking the location of the fence line, gate, end and corner locations by customer prior to SFC crew mobilization. Customer agrees to provide and maintain access to site and adequate working conditions.
- \* SFC is not responsible for damage to landscaping or silt fence.
- \* Lessee agrees to keep fence clear of vegetation, signage, dirt construction material/debris, etc. for the duration of the rental period. The fence will not withstand any alteration. The customer assumes any/all liability to persons and property damaged as a result of those changes.
- \* SFC will not charge for incidental/minor damaged fence. SFC will charge, and customer agrees to pay, an additional charge to replace missing, destroyed (unusable) or for fence unable to be removed. **RATES AS FOLLOWS:**
  1. A flat rate labor charge to mobilize will be charged in addition to material used for the repair. This charge per mobilization will be as note.
  2. The charge for material will be the same as the rental rate (with the exception of the panels).
  3. Panels which are missing, stolen or destroyed will be charged at the per panel price as noted.
- \* The quoted price is for standard installation in dirt. There will be an additional charge for asphalt/concrete penetration. Any damage to asphalt/concrete resulting from installation or use of the fence, and any/all costs to repair or replace damaged asphalt/concrete will be borne by the customer.
- \* Any construction permits and underground utility notification/locate by the customer. The costs of any damage to underground construction (telephone, gas, water, sewer, sprinkler, cable, etc.) to be born by the customer.
- \* **PAYMENT:** net due on invoice. No retainage to be held. In order for any terms other than the aforementioned, those terms must be set forth in writing on SFC letterhead.
- \* It is understood that SFC retains ownership of the fence and reserves the right to remove it at any time, if the customer refuses to comply with the conditions of this agreement, as set forth.
- \* By signing this agreement, the customer agrees to the quantities, prices, terms and conditions as set forth.

\*Rental



# ALPHA

FENCE SPECIALISTS

## Fence Proposal/Contract

PERMIT NEEDED

☐ YES ☐ NO

WHERE \_\_\_\_\_

555 West Ocean Avenue • Boynton Beach, FL 33426

Office 561.738.9966 • Fax 561.738.9919

E-mail: admin@alpha-fence.com

License U-8456 CBC-1261750

DATE WRITTEN UP:

9-9-18

READY DATE: \_\_\_\_\_

### JOB ADDRESS

NAME Sara Sims Park

SUBDIVISION \_\_\_\_\_

ADDRESS Martin Luther King Jr. Blvd.

CITY Boynton Beach

PHONE# \_\_\_\_\_

FAX# \_\_\_\_\_

### BILLING ADDRESS

NAME: City of boynton Beach

CONTACT: Marc Saavedra

ADDRESS: 100 E. Boynton Beach Blvd.

CITY: Boynton Beach FL 33435

PHONE# 561-742-6267

FAX# 561-742-6357

☐ ALUM ☐ P.V.C. ☐ WOOD

☒ CHAIN LINK

TYPE 11.5 gauge COLOR Galv.

HEIGHT 6' FOOTAGE 3180' ±

GATES 6 SELF-CLOSING ☐

TERM. POST \_\_\_\_\_

IN GROUND ☐ CORE DRILL ☐

FLOOR. FLANGE. ☐ WALL MOUNT. ☐

NOTES \* Post Driven

\* tension wire top + bottom

\* 1 7/8" line post.

\* Gate posts 2 1/2"

\* Wheel height adjustable on gates

COST OF FENCE \$73,146.00 + \$3180.00 month

PERMIT FEE: \$ TBD

TOTAL: \$ \$73,146.00 + \$3180.00 month

50% DEPOSIT \$29,700.00

BALANCE DUE UPON COMPLETION: \$29,700.00

Installation

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

DATE: \_\_\_\_\_

CUSTOMER:

SIGNATURE: \_\_\_\_\_

SALESPERSON

SIGNATURE: \_\_\_\_\_

### Install

6' Chainlink 2700 LF  
\$40,500.00

4- 6' x 24' Swing Gate \$7200.00

2- 6' x 30' Swing Gate \$3000.00

12- Sets of Wheels \$1500.00

### Phase # 2

6' chainlink 480 LF \$7200.00

### Monthly Rental

\$2700 per month  
+ \$480 per month  
(phase #2)

Removal \$13,746.00

Monthly due 1st of Month \$3180.00

\$13,746.00 is due when fence is removed



6356 Narcoossee Rd  
Orlando, FL 32822  
407-381-2727

Sales Representative Info:

Prepared By: Patty Nelson

E-mail Address: pnelson@rentnational.com

Fax Signed Quote To: 407-381-3529

## QUOTATION FOR SERVICES

**NOTE: Installation CANNOT be confirmed until signed quote is returned and received.**

Date: 08/10/2018

<b>Company Name:</b>		PUBLIC WORKS ENGINEERINGMARC		<b>E-mail:</b>			
<b>Bid Requested By:</b>		MARC SAAVEDRA		<b>Other Phone:</b>			
<b>Company Phone:</b>		561-742-6267		<b>Fax Number:</b>			
<b>Job/Event Name:</b>		SARA SIMS PARK PHASE 1		<b>Site Contact Name:</b>			
<b>Job Address:</b>				<b>Site Contact Phone:</b>			
<b>Cross Street:</b>				<b>Other Info:</b>			
<b>Job City/State/Zip:</b>		BOYNTON BEACH FL		<b>Existing Account #:</b>			
<b>Contract Length</b>		<b>Delivery/Install Date</b>		<b>Removal Date</b>		<b>Payment Terms</b>	
UP TO 12 MONTHS							
<b>** Prevailing Wage?</b>							

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	2,700	LF	6' TEMP CHAIN LINK (POSTS IN THE GROUND 2')	✓	\$3.19	\$8,613.00
2	4	EACH	6 X 24 GATE ( 2-6 X 12'S) SWING GATE	✓	\$580.00	\$2,320.00
3	2	EACH	6 X 30 GATE ( 2-6 X 15'S) SWING GATE	✓	\$680.00	\$1,360.00
4	12	EACH	WHEELS	✓	\$25.00	\$300.00
5	2,700	LF	TOP TENSION WIRE	✓	\$1.00	\$2,700.00
6	2,700	LF	BOTTOM TENSION WIRE	✓	\$1.00	\$2,700.00
7						
8						
9			(OPTIONAL NOT INCLUDED IN THE QUOTE WINDSCREEN (\$3.00PLF)			
10						
11			IF ANY CORE DRILL (ASPAHLT / CONCRETE ) \$1.00PLF			
12			IF ANY INACCESSIBLE HAND CARRY \$1.00PLF			
13			IF ANY INACCESSIBLE HAND POUND \$1.00PLF			
14						
15			**private utilities are the responsibility of the customer			

<b>Notes:</b>		<b>Subtotal</b>		\$17,993.00
Permits are the customers responsibility		<b>Sales Tax ( 0 )</b>		\$0.00
		<b>Total</b>		\$17,993.00

Please provide billing information.	Address: _____	This bid expires in 7 days.
	City: _____ State: _____ Zip: _____	

**All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.**

**Minimum for Order \$450.00**

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the Installation price.

\*\* In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: \_\_\_\_\_

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

Print Customer Name: \_\_\_\_\_

PO#: \_\_\_\_\_



6356 Narcoossee Rd  
Orlando, FL 32822  
407-381-2727

Sales Representative Info:

Prepared By: Patty Nelson

E-mail Address: pnelson@rentnational.com

Fax Signed Quote To: 407-381-3529

## QUOTATION FOR SERVICES

NOTE: Installation CANNOT be confirmed until signed quote is returned and received.

Date: 08/10/2018

<b>Company Name:</b> PUBLIC WORKS ENGINEERINGMARC			<b>E-mail:</b>		
<b>Bid Requested By:</b> MARC SAAVEDRA			<b>Other Phone:</b>		
<b>Company Phone:</b> 561-742-6267			<b>Fax Number:</b>		
<b>Job/Event Name:</b> SARA SIMS PARK PHASE 2			<b>Site Contact Name:</b>		
<b>Job Address:</b>			<b>Site Contact Phone:</b>		
<b>Cross Street:</b>			<b>Other Info:</b>		
<b>Job City/State/Zip:</b> BOYNTON BEACH FL			<b>Existing Account #:</b>		
<b>Contract Length</b>		<b>Delivery/Install Date</b>	<b>Removal Date</b>	<b>Payment Terms</b>	<b>** Prevailing Wage?</b>
UP TO 12 MONTHS					

#	Quantity	UOM	Description	Taxable	Unit Price	Amount
1	480	LF	6' TEMP CHAIN LINK (POSTS IN THE GROUND 2')	✓	\$3.19	\$1,531.20
2	480	LF	TENSION WIRE TOP	✓	\$1.00	\$480.00
3	480	LF	TENSION WIRE BOTTOM	✓	\$1.00	\$480.00
4						
5						
6			OPTIONAL ( NOT INCLUDED IN THE QUOTE WINDSCREEN IS \$3.00PLF)			
7						
8						
9						
10						
11			IF ANY CORE DRILL (ASPAHLT / CONCRETE ) \$1.00PLF			
12			IF ANY INACCESSIBLE HAND CARRY \$1.00PLF			
13			IF ANY INACCESSIBLE HAND POUND \$1.00PLF			
14						
15			**private utilities are the responsibility of the customer			

<b>Notes:</b> Permits are the customers responsibility	<b>Subtotal</b>	\$2,491.20
	<b>Sales Tax ( 0 )</b>	\$0.00
	<b>Total</b>	\$2,491.20

Please provide billing information.	Address: _____ City: _____ State: _____ Zip: _____	<b>This bid expires in 7 days.</b>
--	---	------------------------------------

All Prices include a one-time Delivery/Installation and a one-time Pick-up/Removal.

**Minimum for Order \$450.00**

Bids are based on quantity; if the quantity changes, the bid changes. Please note, deliveries/installs are scheduled Mon.-Fri. 7:00 a.m. - 3:00 p.m. Additional fees will be assessed for Hillside Installations, Hand Carry, Core Drilling and Inaccessibility. Additional charges will also apply for weekends and after hours work. COD orders are to be paid either in advance or upon delivery prior to installation. Orders with driven post(s) will require 3-5 business days to complete the underground markings. Remove and Relocate charges are billed at the same rate as the installation price.

\*\* In the event that the above services are subject to prevailing wage laws, any penalties or increased wages not included in this estimate will be paid by the Lessee. Certified payroll is available upon request.

Customer's Signature: \_\_\_\_\_

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

Print Customer Name: \_\_\_\_\_

PO#: \_\_\_\_\_

## Greco-Arencibia, Adrianna

---

**From:** Javier, Andrea  
**Sent:** Friday, August 17, 2018 1:42 PM  
**To:** Greco-Arencibia, Adrianna  
**Cc:** Saavedra, Marc  
**Subject:** RE: Certificate of Insurance  
**Attachments:** ACORD Form 20180817-110237.pdf; GL AI.PDF; Auto AI & WOS.PDF

Good afternoon,

The attached meets City requirements. Jakeera and Julie are out of the office until Monday, but I'll be sure to have the requisition signed first thing Monday morning.



Andrea Javier, IPMA-CP  
Benefits Coordinator  
Human Resources and Risk Management  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33426  
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435

📞 561-742-6044

✉ JavierA@bbfl.us | 🌐 boynton-beach.org/



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

**From:** Greco-Arencibia, Adrianna  
**Sent:** Friday, August 17, 2018 1:14 PM  
**To:** Javier, Andrea <JavierA@bbfl.us>  
**Cc:** Saavedra, Marc <SaavedraM@bbfl.us>  
**Subject:** FW: Certificate of Insurance

Hi Andrea,

Please let me know if the attached meets City requirements. Thank you



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2018

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

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

<b>PRODUCER</b> Stahl & Associates Insurance, Inc. 110 Carillon Parkway  St. Petersburg FL 33716  <b>INSURED</b> Smith Industries, Inc. dba Smith Fence Company 4699 110th Ave N Clearwater FL 33762	<b>CONTACT NAME:</b> Sue Russell, CIC <b>PHONE (A/C No. Ext):</b> (727) 391-9791 <b>FAX (A/C No.):</b> (727) 393-5623 <b>E-MAIL ADDRESS:</b> sue.russell@stahlinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Mutual Ins Co</td> <td>23396</td> </tr> <tr> <td>INSURER B: Amerisure Insurance Co</td> <td>19488</td> </tr> <tr> <td>INSURER C: Great American Ins Co</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Mutual Ins Co	23396	INSURER B: Amerisure Insurance Co	19488	INSURER C: Great American Ins Co	16691	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Great American Ins Co	16691														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** CL1862542907 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPP2062041	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability	X					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CA2062045	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS	X					Personal Injury Protection \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TGU0332743	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Installation Floater			CPP2062041	7/1/2018	7/1/2019	\$1,000 Ded \$100,000
A	Leased/Rented Equipment			CPP2062041	7/1/2018	7/1/2019	\$1,000 Ded \$135,000

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

City of Boynton Beach is included as additional insured with respect to general liability and auto liability as required by written contract. Umbrella follows form.

## CERTIFICATE HOLDER

SaavedraM@bbfl.us

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kelly Petzold/RUSS

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Policy Number: 0830-30352

Date Entered: 10/10/2017

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/16/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> WorkComp Partners 702 Tillman Place Plant City, FL 33566		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (813) 747-7490 <b>FAX (A/C, No.):</b> ( ) - <b>E-MAIL ADDRESS:</b>		
<b>INSURED:</b> Smith Industries, Inc. dba Smith Fence Company and Smith Fence 4699 110th Avenue North Clearwater, FL 33762		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Bridgefield Employers Insurance Company		
		<b>INSURER B:</b>		10701
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

**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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0830-30352	10/10/2017	10/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Subrogation against City of Boynton Beach shall be waived as respects Worker's Compensation and Employer's Liability Insurance.  
Job: The Sara Sims Park

**CERTIFICATE HOLDER****CANCELLATION**

City of Boynton Beach 100 E. Boynton Beach Blvd. Boynton Beach, FL 33435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Maria L Wetherington <i>Maria L Wetherington</i>

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Policy Number</b> CPP2062041	<b>Agency Number</b> 0825309	<b>Policy Effective Date</b> 7/01/2018
<b>Policy Expiration Date</b> 7/01/2019	<b>Date</b> 6/26/2018	<b>Account Number</b> 20000511
<b>Named Insured</b> Smith Industries, Inc. dba Smith Fence Company	<b>Agency</b> Stahl & Associates Insurance, Inc.	<b>Issuing Company</b> Amerisure Mutual Insurance Company

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve:
    - (a) Maps;
    - (b) Drawings;
    - (c) Opinions;
    - (d) Reports;
    - (e) Surveys;
    - (f) Change orders;
    - (g) Design specifications; and
  - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:
- 4. Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
  - b. Excess;
  - c. Contingent; or
  - d. On any other basis;
- but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85      Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ \$550.00

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of "autos" unless:

(a) The lease agreement requires you to provide direct primary insurance for the lessor;

(b) The "auto" is leased without a driver; and

(c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### **3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### **4. AMENDED FELLOW EMPLOYEE EXCLUSION**

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

### **5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE**

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

#### **b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph 5.b. **Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. **LOAN OR LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. **RENTAL REIMBURSEMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph 4. **Coverage Extensions** is deleted and replaced by the following:

4. **Coverage Extensions**

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.



## **8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

## **9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage.

## **10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

## **11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS,** paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

## **12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**  
**SCHEDULE**

**Description of Covered "Auto":**

**Limit of Insurance**  
\$500

**Deductible**  
\$250

**A. Coverage**

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

**B. Exclusions**

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

**C. Limit of Insurance**

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**E. When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

## Krasnoff, Leah

---

**From:** Greco-Arencibia, Adrianna  
**Sent:** Monday, August 20, 2018 6:40 AM  
**To:** Krasnoff, Leah  
**Subject:** Smith Fencing - Certificate of Insurance  
**Attachments:** ACORD Form 20180817-110237.pdf; GL AI.PDF; Auto AI & WOS.PDF

Leah,

FYI

This a COI that Risk approved for a requisition I am in the process of doing. I'm waiting for Tony to enter the project # so I can continue.

Thanks



Adrianna Greco-Arencibia  
Assistant to Director  
Public Works / Solid Waste  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33426  
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435  
☎ 561-742-6596 | 📠 561-742-6211  
✉ Greco-ArencibiaA@bbfl.us | 🌐 boynton-beach.org/  
🐦 📘 📷

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**From:** Javier, Andrea  
**Sent:** Friday, August 17, 2018 1:42 PM  
**To:** Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>  
**Cc:** Saavedra, Marc <SaavedraM@bbfl.us>  
**Subject:** RE: Certificate of Insurance

Good afternoon,

The attached meets City requirements. Jakeera and Julie are out of the office until Monday, but I'll be sure to have the requisition signed first thing Monday morning.



Andrea Javier, IPMA-CP  
Benefits Coordinator  
Human Resources and Risk Management  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33426  
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435  
☎ 561-742-6044

✉ JavierA@bbfl.us | 🌐 boynton-beach.org/



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**From:** Greco-Arencibia, Adrianna  
**Sent:** Friday, August 17, 2018 1:14 PM  
**To:** Javier, Andrea <JavierA@bbfl.us>  
**Cc:** Saavedra, Marc <SaavedraM@bbfl.us>  
**Subject:** FW: Certificate of Insurance

Hi Andrea,

Please let me know if the attached meets City requirements. Thank you



Adrianna Greco-Arencibia  
Assistant to Director  
Public Works / Solid Waste  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33426  
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435  
☎ 561-742-6596 | 📠 561-742-6211

✉ Greco-ArencibiaA@bbfl.us | 🌐 boynton-beach.org/



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**From:** Saavedra, Marc  
**Sent:** Friday, August 17, 2018 11:23 AM  
**To:** Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>  
**Cc:** Javier, Andrea <JavierA@bbfl.us>; Certificate of Insurance <COI@bbfl.us>  
**Subject:** FW: Certificate of Insurance

Hey Adrianna and Andrea,

Please see attached for Smith Fence – the winning bidder for Sara Sims Park construction fencing

Thanks,  
Marc



Marc Saavedra  
Associate Engineer  
Public Works, Engineering  
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33426  
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435  
☎ 561-742-6267 | 📠 561-742-6357  
✉ SaavedraM@bbfl.us | 🌐 boynton-beach.org/  
🐦 📘 📷

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**From:** Kimberly Young <[kimberly.young@stahlinsurance.com](mailto:kimberly.young@stahlinsurance.com)>  
**Sent:** Friday, August 17, 2018 11:04 AM  
**To:** Saavedra, Marc <[SaavedraM@bbfl.us](mailto:SaavedraM@bbfl.us)>  
**Cc:** 'tperkins@smithfence.com' <[tperkins@smithfence.com](mailto:tperkins@smithfence.com)>  
**Subject:** Certificate of Insurance

Please see the attached revised certificate of insurance and endorsements per your request. If you need anything else additional please let us know.

Thank you,

Kimberly Young  
Account Administrator

Stahl & Associates Insurance, Inc.  
110 Carillon Parkway, St. Petersburg FL 33716  
Agency: 727.391.9791 Fax: 727.393.5623  
Direct: 727.489.0583  
[kimberly.young@stahlinsurance.com](mailto:kimberly.young@stahlinsurance.com)  
[www.stahlinsurance.com](http://www.stahlinsurance.com)



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PURCHASE ORDER  
**CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd. Suite 101

P.O. BOX 310

BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181329

DATE: 09/13/18

VENDOR 9318

TO: FLAMINGO SHOP SERV  
205 NE 179 ST  
MIAMI, FL 33162

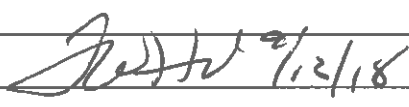
SHIP TO:

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

REQUISITION NO. 72108	ORDERING DEPARTMENT: FLEET/MC		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	4284.00	DL	MACRO AIR	1.0000	4284.00
2	4473.00	DL	SAME AS ABOVE, 12' SYSTEM	1.0000	4473.00
3	650.00	DL	INSTALLATION BRACKETS	1.0000	650.00
4	1950.00	DL	LABOR	1.0000	1950.00

REMARKS:  
LARGE FAN FOR FLEET MAINTENANCE

PROCUREMENT SERVICES:		P.O. TOTAL: 11357.00
ACCOUNT NO. 501-2516-519.62-01	PROJECT	



PURCHASE REQUISITION NBR: 0000072108

REQUISITION BY: FLEET/MC

STATUS: DEPT APPROVAL

SHIP TO LOCATION: PUBLIC WORKS

REASON: LARGE FAN FOR FLEET MAINTENANCE

DATE: 8/28/18

DELIVER BY DATE: 8/29/18

SUGGESTED VENDOR: 9318 FLAMINGO SHOP SERV

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

- |   |  |         |    |        |         |  |
|---|--|---------|----|--------|---------|--|
| 1 | MACRO AIR<br>COMMODITY: EQUIP. MAINT. AUTO, TRUCK<br>SUBCOMMOD: BODY WORK & UNDERCOAT                | 4284.00 | DL | 1.0000 | 4284.00 |  |
| 2 | SAME AS ABOVE 12' SYSTEM<br>COMMODITY: EQUIP. MAINT. AUTO, TRUCK<br>SUBCOMMOD: BODY WORK & UNDERCOAT | 4473.00 | DL | 1.0000 | 4473.00 |  |
| 3 | INSTALLATION BRACKETS<br>COMMODITY: EQUIP. MAINT. AUTO, TRUCK<br>SUBCOMMOD: BODY WORK & UNDERCOAT    | 650.00  | DL | 1.0000 | 650.00  |  |
| 4 | LABOR<br>COMMODITY: EQUIP. MAINT. AUTO, TRUCK<br>SUBCOMMOD: BODY WORK & UNDERCOAT                    | 1950.00 | DL | 1.0000 | 1950.00 |  |

REQUISITION TOTAL: 11357.00

REQUISITION QUOTES

SELECTED VENDOR: 11357.0000  
11780.0000  
14750.0000  
VENDOR NAME  
9318 FLAMINGO SHOP SERV  
ENERGYLOGIC  
17257 S & R SALES, INC.

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50125165196201	BUILDINGS	100.00	4284.00
2	50125165196201	BUILDING IMPROVEMENTS	100.00	4473.00
3	50125165196201	BUILDINGS IMPROVEMENTS	100.00	650.00
4	50125165196201	BUILDING IMPROVEMENTS	100.00	1950.00
				11357.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

City Name: JHH Date: 9/13/18  
Prepared By: JHH Date: 9/11/18  
Risk Manager: [Signature] Date: 9/11/18



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 8/10/2018

Requesting Department: Public Works

Contact Person: Bill Darty

**Explanation for Purchase:**

Install large fans in the Fleet Maintenance facility.

**Recommended Vendor** Flamingo Shop Serve

**Dollar Amount of Purchase** \$11,357.00

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase** 501-2516-S1962-01

**Approvals:**

Department Head

Date

8/30/18

Purchasing Agent

Date

9/11/18

Asst City Manager

Date

9/11/18

City Manager

Date

9/11/18



**FLAMINGO**  
**ShopServ**  
 FlamingoShopServ.com

652-2944



1210 SOUTH ANDREWS AVE, POMPANO BEACH, FL 33069

MAIN NUMBER: 305-  
 TOLL FREE: 800  
 SERVICE & REPAIR: 305-  
 PARTS: 305-  
 ACCOUNTS RECEIVABLE: 305-

## QUOTE

**CITY OF BOYNTON BEACH**  
 222 NE 9TH AVENUE  
 BOYNTON BEACH, FLORIDA

SALES REP KEITH V  
 CUST NO. 101202  
 TERMS NET 30

NOTES:  
 FLEET SHOP

DATE 8/12/2018  
 QUOTE AMOUNT  
 CUSTOMER CONTACT Bill Darty  
 CUSTOMER PHONE 561-742-6215  
 Proposal Valid 30 Days in US Dollars

QTY	PART #	DESCRIPTION	List	NET UNIT PRICE	AMOUNT
1	AV10	MACRO AIR by Energy Logics 10' fan with clearcoat anodized patented airfoil blades. Forward, reverse, variable speeds. Safety cable. 1.0hp warranty sheet attached		\$4,284.00	\$4,284.00
1	AV12	SAME AS ABOVE, 12' SYSTEM		\$4,473.00	\$4,473.00
2	AV-BRK	INSTALLATION BRACKETS		\$325.00	\$650.00
2	L1	LABOR TO INSTALL		\$975.00	\$1,950.00
		ELECTRICAL SUPPLIED BY CUSTOMER			
				SUBTOTAL	11,357.00
				TAX	
				TOTAL	\$11,357.00

Job Deposit	PO Required
Purchase Ord#	

### CONTRACT CONDITIONS

This quote is only for the work specifically described above.

All electrical work is the responsibility of the customer. Flamingo is not responsible for damage to underground utilities.

Warranty is Manufacturer's stated warranty. Warranty on Labor is 90 days unless stated otherwise but no longer than 365 days.

# REQUEST FOR OFFICE ASSISTANCE

FROM: Bill Darty

Date: 8/20/2018 7/21/08

**\*PRIORITY / DATE NEEDED BY:**

☐ Copy Work – Number of Copies: \_\_\_\_\_ [ Double-sided / Collated & Stapled / \_\_\_\_\_ ]  
Distribution: \_\_\_\_\_

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed:

Account Number: \_\_\_\_\_

Project No.: \_\_\_\_\_

**Request for Requisition -**

Vendor:

Flamingo Shop Serve \$11,357.00

Account Number: 501-2516-519, XX-XX

Project No.: \_\_\_\_\_

List Items w/Quantities & Unit Costs on the back of this request.

Quotes (\$500 to \$1,999):

Vendor:

Cost:

Vendor

Cost:

Vendor:

Cost:

☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.

XX Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # \_\_\_\_\_

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

**Special Instructions:**

Install large fans in the Fleet Maintenance facility, three quote and over \$ 10K attached.

Request completed by: \_\_\_\_\_

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

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

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

Flamingo Shop Serv is not responsible for damage to piping from outside agents including electrolysis and rust.  
Concrete floor must be structurally sound, level, and meet Mfg.'s requirements for installations of lifts.

\_\_\_\_\_  
Initials

GROUND CONDITIONS LIKE SUGAR SAND, HIGH WATER TABLE, WELL POINTS, SOLID ROCK, ETC. WILL BE TIME & MATERIALS EXTRA.

All prices quoted without Florida Sales Tax, Florida Pollution Tax, and Freight unless explicitly noted.



38 Sparrow Walk  
Powder Springs GA 30127  
Office # (770) 439-9200  
Fax: (770) 943-7463

## **Equipment Quotation**

**Quote #** AAAQ5843

**Date:** 08/18/18

**Sales Rep:** Kevin Knebel

**Project:**

**Quote expires:** 9/17/2018

**Quote to:**

City of Bpynton Beach

Bill Darty

222 NE 9th Ave

Boynton Beach, FL

United States

Phone#: 5617426215

Fax:

*Here is the quote you requested.*

<b>Qty.</b>	<b>Part #</b>	<b>Supplier</b>	<b>Description</b>	<b>Net ea.</b>	<b>Ext. Price</b>
1	Labor		Installation labor	\$1,000.00	\$1,000.00
2	AV -BRK	Macro Air	Mounting Bracket	\$495.00	\$990.00
1	AV10/1101-MA	Macro Air	AirVolution - 10', 1 HP - 120v HVLS Fan	\$4,795.00	\$4,795.00
1	AV12/1101-MA	Macro Air	AirVolution - 12', 1 HP - 120v HVLS Fan	\$4,995.00	\$4,995.00
				<b>SubTotal</b>	<b>\$11,780.00</b>
				<b>Total</b>	<b>\$11,780.00</b>

Please contact me if I can be of further assistance.

# S & R Sales, Inc.

1001 CARTER ROAD, UNIT A-1

WINTER GARDEN, FL 34787

PHONE: 407-877-7000 FAX: 407-877-8691

[www.srsalesinc.com](http://www.srsalesinc.com) / E-MAIL: [RWilliams@SRSalesInc.com](mailto:RWilliams@SRSalesInc.com)

MIAMI-DADE VENDOR #031-00  
NAICS CODE: 42730 CAGE: 3AYX7  
SIC #5075 UC ACCT #2248323-4  
FLORIDA STATE #593618192001  
VETERAN OWNED COMPANY

## BIG ASS FAN QUOTATION

Date: **July 16<sup>th</sup>, 2018**

Proposal #: **REW-071618-40**

Attention: **Bill Darty**

Company: **City Boynton Beach- Fleet Maintenance**

Reference: **Fleet Area**

Qty	Model	Description	Unit	Total
2	Jet BA6	JetBasic 6, 16-ft Big Ass Fans, 230/3/60 Nema 4 Frequency Drive, Bracket,		\$10,700.00
1	Installation	Mechanical Installation Scissor Lift by Fleet Maintenance		4,050.00

TERMS: NET 30 NO RETAINAGE

ALL PRICES FOB DESTINATION-FULL FREIGHT ALLOWED

Sub-Total:	\$14,750.00
State Tax:	\$ Exempt
Total:	\$14,750.00

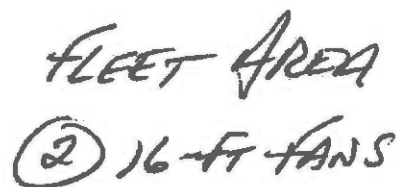
NOTE: ELECTRICAL WIRING, CONTROL WIRING,  
FIRE ALARM WIRING & ALL PERMITS EXCLUDED (BY OTHERS)

WARRANTY: 12 Years Prorated All Parts

Approved By:

Ray Williams  
S & R Sales, Inc.

## TECHNICAL SPECIFICATIONS



<sup>2</sup> Fans are sound tested at maximum speed in a laboratory environment. Actual results in field conditions may vary due to sound reflecting surfaces and environmental conditions.



PURCHASE ORDER  
**CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd. Suite 101

P.O. BOX 310

BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181336

DATE: 09/17/18

VENDOR 13718

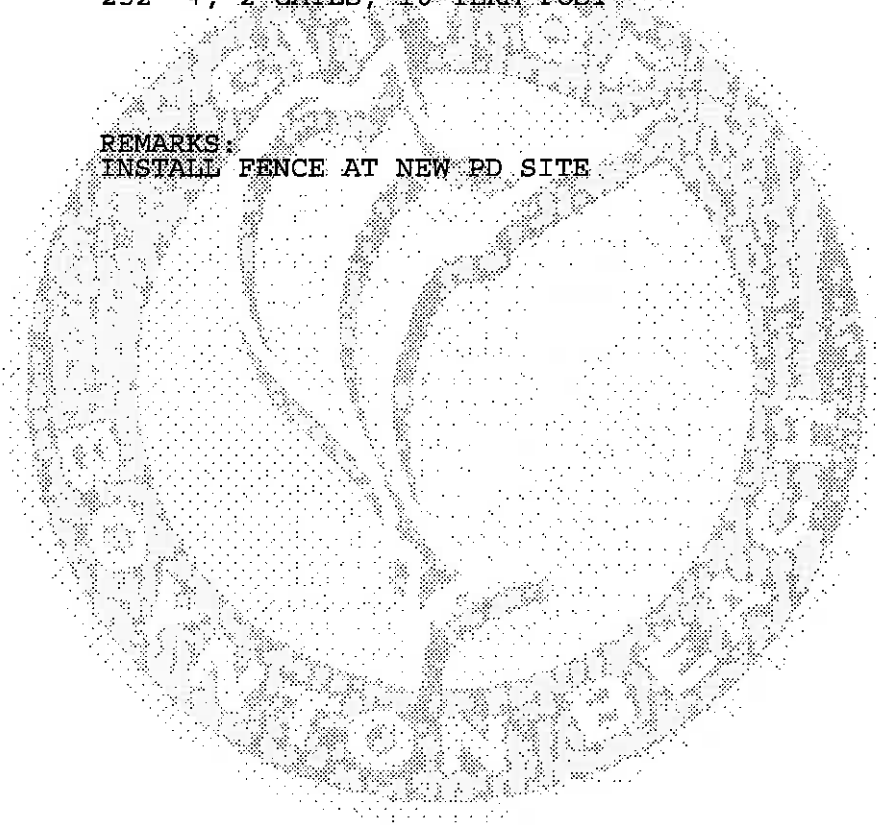
TO: ALPHA FENCE SPECIALISTS, INC  
555 WEST OCEAN AVENUE  
BOYNTON BEACH, FL 33426

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

REQUISITION NO. 72194	ORDERING DEPARTMENT: FACILITIES/AGGA/GM	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14156.98 DL	INSTALL FENCE AT 2045 HIGH RIDGE RD 9 GAUGE, COLOR: GALV., HIEGHT: 12' + 1', FOOTAGAGE: 252' +, 2 GATES, 10 TERM POST	1.0000	14156.98

REMARKS:  
INSTALL FENCE AT NEW PD SITE



PROCUREMENT SERVICES:	<i>John 9/17/18</i>	P.O. TOTAL: 14156.98
ACCOUNT NO. 001-1214-512.49-17	PROJECT TS2045	

PURCHASE REQUISITION NBR: 0000072194

STATUS: DEPT APPROVAL  
REASON: INSTALLATION OF FENCING AT NEW PD SITE

DATE: 9/13/18

DELIVER BY DATE: 9/14/18

SUGGESTED VENDOR: 13718 ALPHA FENCE SPECIALISTS, INC

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

1 INSTALL FENCE AT 2045 HIGH RIDGE RD  
9 GAUGE, COLOR: GALV., HEIGHT: 12' + 1', FOOTAGE: 252' + 2 GATES, 10 TERM POST  
COMMODITY: RENTAL/LEASE EQUIPMENT  
SUBCOMMOD: FENCING

REQUISITION TOTAL: 14156.98

----- REQUISITION QUOTES -----

SELECTED VENDOR:	14156.9800	VENDOR NAME	13718 ALPHA FENCE SPECIALISTS, INC
	15095.0000		SUPERIOR FENCE & RAIL
	24225.0000		15341 ALLIED ALUMINUM & RAILING, INC

----- ACCOUNT INFORMATION -----

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00125115194610	TS2045	100.00	14156.98

REPAIR/MAINTENANCE SRVS.  
BUILDING REPAIRS

001-1214-512-49-17

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

By Manager	Date
Finance Dept/Manager	Date 7/14/18
Chief Manager COI	good thru 7/26/19
JP	Date



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

Date: 9/12/18

Requesting Department: PUBLIC WORKS/FAC Contact Person: GAIL MOOTZ

**Explanation for Purchase:**

INSTALLATION OF NEW FENCING AT NEW PD  
SITE AT 2045 HIGH RIDGE ROAD

**Recommended Vendor** ALPHA FENCE

**Dollar Amount of Purchase** \$ 14,156.48

**Source for Purchase (check and attach backup materials):**

Three Written Quotations



GSA



State Contract



PRIDE/RESPECT



SNAPS



Sole Source



Piggy-Back



Budgeted Item



Emergency Purchase



Other



Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

~~001-2511-519-4640~~ - Proj No - TS 2045  
001-1214-512.49.17

**Approvals:**

Department Head

Date

9/13/18

Purchasing Agent

Date

9/14/18

Asst City Manager

\_\_\_\_\_

Date

City Manager

22

Date

9/17/18

# REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ

Date: 9/12/18

**\*PRIORITY / DATE NEEDED BY:**

☐ Copy Work – Number of Copies: \_\_\_\_\_ [ Double-sided / Collated & Stapled / \_\_\_\_\_ ]  
Distribution: \_\_\_\_\_

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: \_\_\_\_\_

Account Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Project No.: \_\_\_\_\_

**Request for Requisition -**

Vendor:

ALPHA FENCE

Account Number: 001 - 2511 - 519 - 46 - 10 Project No.: TS2045

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_  
Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_  
Vendor: \_\_\_\_\_ Cost: \_\_\_\_\_

☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # \_\_\_\_\_

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

**Special Instructions:**

INSTALLATION OF FENCING AT NEW  
PD SITE AT 2045 HIGH RIDGE ROAD

Request completed by: 

Date completed: 9/12/18

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



# ALPHA

## FENCE SPECIALISTS

### Fence Proposal/Contract

PERMIT NEEDED  
☒ YES ☐ NO

WHERE \_\_\_\_\_

555 West Ocean Avenue • Boynton Beach, FL 33426

Office 561.738.9966 • Fax 561.738.9919

E-mail: admin@alpha-fence.com

License U-8456 CBC-1261750

DATE WRITTEN UP:

8-30-18

READY DATE:

#### JOB ADDRESS

NAME \_\_\_\_\_  
 SUBDIVISION \_\_\_\_\_  
 ADDRESS 2045 High Ridge Road  
 CITY Boynton Beach  
 PHONE# \_\_\_\_\_  
 FAX# \_\_\_\_\_

#### BILLING ADDRESS

NAME: Boynton Beach  
 CONTACT: Gail Moute  
 ADDRESS: 2022 NE 9th Ave  
 CITY: Boynton Beach  
 PHONE# 561-742-6223  
 FAX# \_\_\_\_\_

Moute G @ bbf1.com

☐ ALUM ☐ P.V.C. ☐ WOOD  
☒ CHAIN LINK

TYPE 9 gauge COLOR Galv.  
 HEIGHT 12' + 1' FOOTAGE 252' ±

GATES 2 SELF-CLOSING ☐  
 TERM. POST 10

IN GROUND ☐ CORE DRILL ☒ (25)

FLOOR. FLANGE. ☐ WALL MOUNT. ☐

NOTES \* Top, Mid + Bottom Rail 1 1/8"  
\* 1" Barb Wire  
\* 3" Term. Posts  
\* 2 1/2" Line Posts  
\* Steel Ties

COST OF FENCE \$ 14,156.98

PERMIT FEE: \$ TBD

TOTAL: \$ \$ 14,156.98

50% DEPOSIT \$ 7,078.49

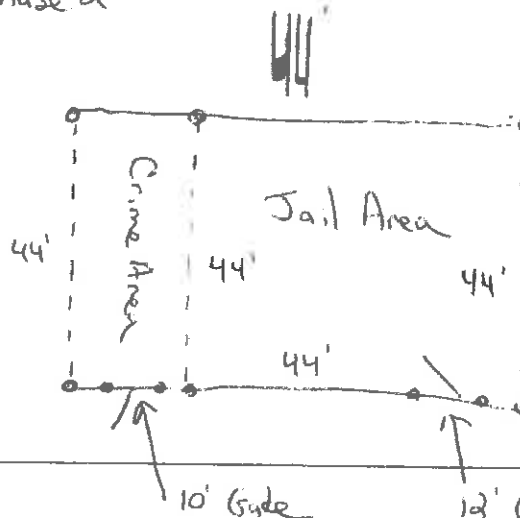
BALANCE DUE UPON COMPLETION: \$ 7,078.49

Accepted: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

DATE: \_\_\_\_\_  
 CUSTOMER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 SALESPERSON: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

230' ± Fence  
 (12' + 1' Barbwire)  
 1 - 12' Gate  
 1 - 10' Gate  
 25 - Core Drill

Phase 1 —  
 Phase 2 - - -





Proposal for Fencing Installation  
Office: (561)513-5095



CITY OF BOYNTON BEACH  
Customer's Last Name, First Name

2045 HIGH RIDGE RD.  
Service Address

BOYNTON BEACH  
City

FL  
State

Zip

DATE 9/11/18  
PRICE IS VALID 30 DAYS FROM DATE OF PROPOSAL.

561.307-2185  
Customer's Daytime Phone No.

Customer's Evening Phone No.

mootz9@b6f1-us  
Customer's E-mail Address

Nearest Cross Street

## PERMIT/INSPECTION INFORMATION

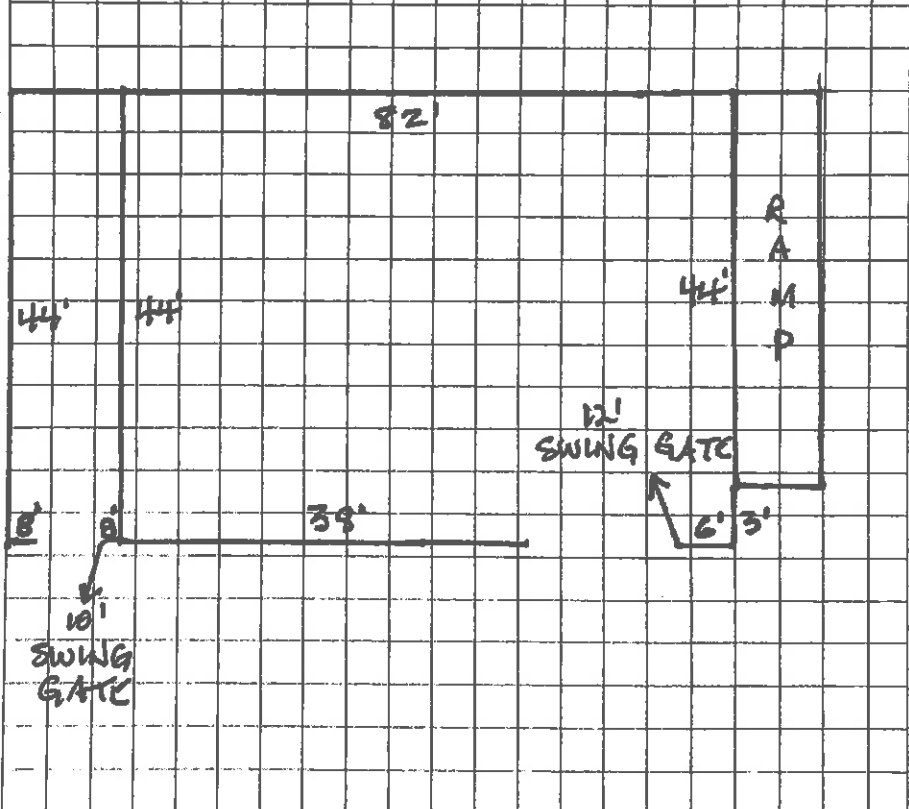
Permit required? ☒ Yes ☐ No ☐ Homeowner to obtain permit (Superior Fence & Rail requires copy of permit before installation) ☒ Superior Fence & Rail to obtain permit ☐ Plot plan or survey available? ☒ Yes ☐ No

Selection	\$ 15,095.
ADDITIONAL COST OPTIONS ADD THE PRICES ON THIS COLUMN TO THE SELECTION	
TAKE DOWN AND HAUL AWAY OLD FENCE	\$ N/A
PERMIT	INC.
CORE DRILL	INC.
SUB TOTAL	\$
DEPOSIT AMOUNT DUE	\$
FINAL AMOUNT DUE	\$

## APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS.

## FENCE DIAGRAM



FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL

Product CHAIN LINK  
Style: C & C Height: 12'  
Footage: 277 If Gates: 1/10, 1/12  
Post Cap: 1 5/8" Color: 40  
Rail Type: 1 5/8" Post Type: 40  
Picket Type: \$

Product  
Style: Height:  
Footage: If Gates:  
Post Cap: Color:  
Rail Type: Post Type:  
Picket Type: \$

Product  
Style: Height:  
Footage: If Gates:  
Post Cap: Color:  
Rail Type: Post Type:  
Picket Type: \$

**ALLIED ALUMINUM & RAILING**

1499 SW 30th Ave. Suite #19

Boynton Beach, FL 33426

(561) 736-3857(p) (561) 736-3861(fax)

WWW.ALLIEDALUMINUM.US

Date: June 23, 2018

sales@alliedaluminum.us

License # U-17525

License # 94-7491-FX



Proposal Submitted to: City of Boynton Beach

Billing Address: 222 NE 9th Ave

City: Boynton Beach State: FL Zip: 33435

Phone #: Business:

Fax #: Cell :

Total Footage: Lot: Email: mootz@bbfl.us

Community Name: New Police Station

Gated: Yes No Code#

Job Site Address: 2045 High Ridge Road

Boynton Beach, FL 33426

Job Contact: Gail Mootz

Job site Phone #: (561) 307-2185

ALL FENCE LINES MUST BE CLEARED BY CUSTOMER PRIOR to installation. A trip charge may be added to contract price if crew is unable to start installation and must return at a later date. Allied Aluminum is NOT responsible for broken sprinklers or lines. Customer is responsible for obtaining Homeowner Association approval, and all necessary paperwork required for permit. Customer is responsible for the electrical grounding of fence and for landscaping if applicable.

Chain Link ☒ Wood ☐ PVC ☐ Steel ☐ Repair ☐ Other: \_\_\_\_\_

CHAIN LINK Height: 12+1 WOOD - PT Height: PVC Height: \_\_\_\_\_

Galvanized VSB BOB STO PRES Color: \_\_\_\_\_

Commercial DE FT OTHER: Vendor: \_\_\_\_\_

Color: Galvanized Finish Post space: 4ft 6ft 8ft Style: \_\_\_\_\_

Gauge: 9ga Core Gate frame: Metal ☐ Wood ☐ Gate: \_\_\_\_\_ widthCoil Wire ☒ na ☐ Bottom Gate Hinge Post: 4X4 4X6 6X6Top Rail: ☐ 1-3/8" ☒ 1-5/8" DRAWING NOT TO SCALEBottom Rail: ☐ 1-3/8" ☒ 1-5/8"Middle Rail: ☐ 1-3/8" ☒ 1-5/8"Brace & Truss: ☐ Yes ☒ No

Line Post: 2-1/2"

Cor Post: 3"

Gate Post: 4"

End Post: 3"

Drive Gate: 1-16ft Size

Drive Gate: 1-12ft Size

Single - Double Swing - Slide

Windscreen / PVT Slats ☐ Yes ☐ No

Color: \_\_\_\_\_

Barb Wire: ☒ Yes ☐ NoConcrete in Ground: ☒ Yes ☐ NoCore Drill: ☒ Yes ☐ NoPlate Mount: ☐ Yes ☐ No

Hinges: na

Latch: na

Self Closing: na

Drop Rod: na

Pool: ☐ Yes ☐ NO**PAYMENT TERMS**

Price \$ 24,225.00

Est Permit Fee \$ 695.00

Est Other Fees \$ -

Total \$ 24,920.00

Deposit \$ 12,460.00

COD \$ 12,460.00

BALANCE PAID TO CREW UPON COMPLETION

Customer responsible for sprinklers, electrical grounding, HOA approval and landscape.

Comments/ Directions:

To whom it may concern: Permission is hereby granted to ALLIED ALUMINUM, INC to act as my agent and to sign on my behalf as required to obtain necessary permits, easement agreement, landscape agreement, hold harmless letters, drainage permits, and indemnity letters that may be required to obtain permits from the city, county or other authority for installation as stated above.

Both sides of this proposal / contract must become an attachment / exhibit to any other written contract. I / We have read both the front and back of the foregoing proposed contract and accept the same on the terms and conditions printed on the reverse side and as stated above.

Allied Representative Mike Brown 561 880-1144

Owner / Representative

Approved by

Print Name

Date:

Page 1 of 2

## TERMS and CONDITIONS

For the price stated, ALLIED ALUMINUM & RAILING INC. (hereafter ALLIED), agrees to furnish all material and labor for the job described on the front. Any representation by ALLIED regarding an installation date is for the Customer's convenience and is an approximation only. The installation schedule changes daily due to circumstances both within and beyond ALLIED's control due to weather, permits, easement agreements, progress on prior scheduled jobs, obtaining paperwork from customer, measurement of custom orders, delivery of materials, acts of God, labor, etc. No statement, warranty, implied or expressed, representation or agreement, written or verbal, not appearing upon the face of this contract shall be binding upon the parties hereto. (If applicable) All installation dates are contingent upon approved shop drawings and final field measurements.

This proposal does not become a contract until accepted by an officer of ALLIED and, if not accepted, any payment will be returned. Price, terms, and other elements of this proposal are good for 10 days from the submitted date and void thereafter at ALLIED's option. ALLIED expressly reserves all contractor's, mechanic's, and material man's lien rights, which may be asserted under any provisions of law to secure payment of the contractor's price and may assert and fix the same as a lien upon real property on which installation is made. In any litigation arising out of this agreement, ALLIED shall be entitled to recover reasonable attorney's fees and court costs, including but not limited to costs associated with the collection of payment due. It is agreed between parties that in the event of a lawsuit, venue (ALLIED's discretion) shall lie in Palm Beach County or Broward County Florida.

Customer agrees that all materials remain the property of ALLIED until fully paid for. After 30 days, 1-1/2% interest charge per month, 18% annual may be charged on past due invoices at ALLIED's discretion. ALLIED is granted and guaranteed unobstructed access and the customer's irrevocable permission to enter the property and to remove same if not completely paid for when due. In case the buyer shall become insolvent, refuse or neglect to pay for the material herein provided, ALLIED may at its option, without process of law, retake possession of any or all material wherever the same may be found. Products stored for an extended period of time (over 60 days) are subject to storage charges and increased labor charges when installed. After 180 days, if customer has not contacted ALLIED regarding long term storage of material, ALLIED may consider the contract void, the deposit is forfeited and any additional costs are promptly due to ALLIED.

The purchaser agrees that the fence lines will be clear of obstructions for a minimum of two (2) feet on both sides of the proposed fence lines, and that the lines will be properly marked by the purchaser by stakes or otherwise. If the fence line is not clear when the crew arrives, the crew may clear the fence line and the purchaser agrees to pay \$50 per man hour for this service and to hold ALLIED harmless for damage while clearing the fence line (including damage to landscaping). This will keep the crew working and avoid extra trip charges. Charges may apply if the installation crew arrives and the site is not ready for installation. It is further understood that the customer is responsible for underground cables, sprinkler systems, pool piping, and all public and private utilities including underground installations such as electric conduit, cables, septic tanks, propane tanks, fiber optic cables, etc. and for the expense of the same. Allied is not responsible for damage to carpets, tile, walls or asphalt. The owner of the premises, or signer, agrees and assumes full responsibility for drilling, screwing, and lagging into cement walks, sea walls, roofs, and or any poured concrete structure of building.

The purchaser agrees that the price quoted herein is based upon average ground conditions, and does not contemplate the encountering of rock, swampy conditions, boulders larger than the holes to be dug, or unusually difficult digging. If these conditions are encountered and if it is necessary to drill, rent equipment or pay extra labor for the setting of posts or the installation of the fence, ALLIED shall be entitled to recover from purchaser the cost plus ten percent (10%). If the use of a digger with auger attachment is required the customer is aware, accepts, and understands that the tires of this equipment may likely damage the lawn and sprinklers. Purchaser agrees and is obligated to pay for extra material and labor that has not been listed in this contract.

Some permitting authorities require electrical grounding and landscaping of fence areas. If electrical grounding or landscaping is required for the final inspection by the building department, it is the customer's responsibility to accomplish same and notify ALLIED when they are complete so that the final inspection can be obtained. Any fees or charges incurred by ALLIED due to customer's failure to complete, or delay in obtaining same, will be the customer's responsibility, and paid or reimbursed to ALLIED. Under no circumstance will final payment be held while waiting for a building department final.

The customer agrees to provide and is responsible for obtaining all paperwork and forms required by the various building departments, or drainage districts in order for ALLIED to obtain necessary permits. This includes but is not limited to: Homeowners Association (HOA) approval, warranty deeds, survey (sealed or unsealed), signed easement agreements, etc. Any costs associated in obtaining necessary paperwork is the customer's responsibility. It is the responsibility of the Customer to order the appropriate fence, gate, or railing that is approved by the HOA. If the purchaser does not supply a survey, the purchaser agrees to be responsible for the location of the fence and the location of the property stakes. If a surveyor is required to mark property lines and / or corners, it is the responsibility of the customer to obtain the surveyor and pay all costs associated with same.

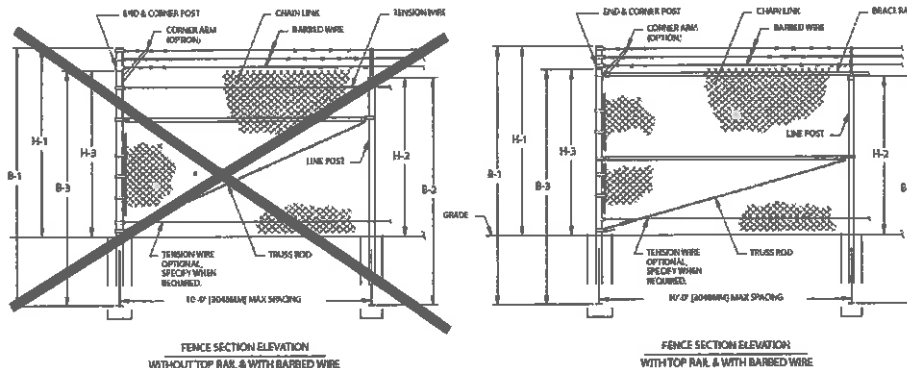
All measurements shown on the front of the contract are approximate. The actual measurements may vary. Custom gates, rails, fence, etc are exactly that: custom. Material may vary, installation procedures may change, and designs may alter from the contract based upon final measurements, or field conditions encountered. ALLIED shall make any changes which in our judgment may be necessary while on the jobsite in order to properly manufacture and install the materials. Any changes or deviations from the above specifications or quantities requested by the customer during installation, may require a change order or changes to the permit. If changes are required, the customer is fully responsible for costs. If the changes are not allowed, the customer will be fully responsible for material, labor and fees required to re-install as per the building department requirements.

The permit charge included with this estimate is for standard city or county permits only. The Customer agrees to pay for any additional costs associated with this permit. Additional costs may include increased permit fees, courier charges, and special approvals such as: drainage district permits, Notice of Commencements, variances, plan revisions, community appearance boards, etc.

All materials specified herein shall be free from defects in manufacture and workmanship and shall be warranted against same for a period of one year. Warranty does not cover acts of God, lightning, floods, vandalism, wind, hurricane, abuse, misuse or any failure not arising from the normal use of the product. ALLIED makes no warranty of merchantability or fitness of these product for any particular purpose.. ALLIED is not responsible for, and customer agrees to indemnify and hold harmless ALLIED from any damage arising from any personal injury of incidental or consequential damages of any kind that may arise out of the use of these products.

Wood is a natural product. All posts, regardless of species of wood will eventually split or crack. The natural drying process causes shrinkage and warpage of wood. Wood changes color when it ages, and may also appear blotchy due to mold, mildew or water stains. All wood fence weights and sizes can only be approximate. Gaps can develop between slats as the wood swells and shrinks. All wood slats can have minor (less than 6") splits or cracks in them. Customer is responsible for staining or painting of the wood.

**CANCELLATIONS:** The buyer has the right to cancel this contract. Home Solicitation (If Applicable): This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to ALLIED in person, by telegram, or by Certified mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment. There are no cancellation terms. A letter from the person signing the contract is sufficient to authorize cancellation. There are exceptions to this cancellation policy. Florida statutes sections 501.023-501.055. IN ALL CASES, at sellers discretion, if the order is canceled after 72 hours, 15% of the contracted amount in addition to any hard costs such as special materials, cost of labor in preparation of contracted work, fees, and permit services will be charged against the customers deposit. The balance will be promptly returned to the customer.



FENCE HEIGHT NOTES: INCLUDING BARBED WIRE	UPRIGHT END & CORNER POSTS		LINE POSTS		CORNER POSTS WITH CORNER ARM	
	B-1 RAIL LENGTH	H-1 HEIGHT ABOVE GRADE	B-2 RAIL LENGTH	H-2 HEIGHT ABOVE GRADE	B-3 RAIL LENGTH	H-3 HEIGHT ABOVE GRADE
7'-0" (2136MM)	10'-0" (3048MM)	7'-0 5/8" (2136MM)	8'-0" (2438MM)	5'-0 7/8" (1768MM)	9'-0" (2743MM)	6'-0 5/8" (1845MM)
8'-0" (2438MM)	11'-0" (3353MM)	8'-0 5/8" (2438MM)	9'-0" (2743MM)	6'-0 2/8" (2054MM)	10'-0" (3048MM)	7'-0 5/8" (2136MM)
9'-0" (2743MM)	12'-0" (3658MM)	9'-0 5/8" (2743MM)	10'-0" (3048MM)	7'-0 7/8" (2159MM)	11'-0" (3353MM)	8'-0 5/8" (2438MM)
10'-0" (3048MM)	13'-0" (3963MM)	10'-0 5/8" (3048MM)	11'-0" (3353MM)	8'-0 7/8" (2464MM)	12'-0" (3658MM)	9'-0 5/8" (2743MM)
11'-0" (3353MM)	14'-0" (4268MM)	11'-0 5/8" (3353MM)	12'-0" (3658MM)	9'-0 7/8" (2769MM)	13'-0" (3963MM)	10'-0 5/8" (3048MM)
12'-0" (3658MM)	15'-0" (4573MM)	12'-0 5/8" (3658MM)	13'-0" (3963MM)	10'-0 7/8" (3074MM)	14'-0" (4268MM)	11'-0 5/8" (3353MM)



PURCHASE ORDER  
**CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT

3301 Quantum Blvd, Suite 101

P.O. BOX 310

BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 181343

DATE: 09/25/18

VENDOR 13398

TO: MUNICIPAL EMERGENCY SERVICE, M  
3789 62ND AVE N  
PINELLAS PARK, FL 33781

SHIP TO:

City of Boynton Beach

FIRE STATION NO. 5


2080 HIGH RIDGE ROAD

BOYNTON BEACH, FL 33426

REQUISITION NO. 72216	ORDERING DEPARTMENT: OUIDA/ FIRE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	162.00	EA	PREMIER MEMBERSHIP VENDOR ITEM NO.- 15000	104.0000	16848.00
2	1.00	EA	ANNUAL MAINTENANCE FEE VENDOR ITEM NO.- 16000	395.0000	395.00

REMARKS:  
CONFIRMING PURCHASE ORDER  
INVOICE #IN1258730  
PREPAY - TAKE OUT OF FY1819  
MEMBERSHIP & MAINTENANCE

PROCUREMENT SERVICES:		P.O. TOTAL: 17243.00
ACCOUNT NO. 001-2210-522.46-91	PROJECT	

PURCHASE REQUISITION NBR: 0000072216

REQUISITION BY: OUIDA/ FIRE

STATUS: INSUFFICIENT FUNDS

REASON: PREMIER MEMBERSHIP/TARGET SOLUTIONS

DATE: 9/18/18

SHIP TO LOCATION: FIRE STATION 5/EOC

SUGGESTED VENDOR: 13398 MUNICIPAL EMERGENCY SERVICE, M

DELIVER BY DATE: 9/22/23

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

1 PREMIER MEMBERSHIP  
COMMODITY: SECURITY, FIRE, SAFETY SERV  
SUBCOMMOD: FIRE & SAFETY SERVICES

162.00 EA 104.0000 16848.00 15000

2 ANNUAL MAINTENANCE FEE  
COMMODITY: SECURITY, FIRE, SAFETY SERV  
SUBCOMMOD: FIRE & SAFETY SERVICES

1.00 EA 395.0000 395.00 16000

REQUISITION TOTAL: 17243.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00122105224691	REPAIR/MAINTENANCE SRVS.	100.00	16848.00
2	00122105224691	SOFTWARE MAINTENANCE REPAIR/MAINTENANCE SRVS. SOFTWARE MAINTENANCE	100.00	395.00

17243.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

This is for our Annual Membership and Maintenance Fee (Target Solutions). We will be pre-paying. Membership is due now.

(PRE-PAY)

Respectfully,

Ouida

Confirming PO. INV. # IN1258730

APPROVALS

City Manager [Signature] Date 9/18/18  
Finance Dept. [Signature] Date 9/18/18  
City Auditor [Signature] Date 9/18/18



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: Ouida Hall

Requesting Department: Fire Rescue

Contact Person: Ouida

### Explanation for Purchase:

We are requesting to pre-pay Municipal Emergency Services for our Annual Membership & Maintenance Fee (Target Solutions) for next year from next years Budget Account #001-2210-522-46-91.

Recommended Vendor MUNICIPAL EMERGENCY SERVICES

Dollar Amount of Purchase 17,243.00

### Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☒

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: City of Miami Beach RFP 2014-143-LR Exp. 11/4/18

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

### Fund Source for Purchase:

We will use account # 001-2210-522-46-91.

### Approvals:

Department Head

Date

9/19/18

Purchasing Agent

Date

9/24/18

Asst City Manager

Date

City Manager

Date

9/25/18



3789 62nd Avenue North  
Pinellas Park, FL 33781

Target  
Solutions

## Invoice

Date 8/30/2018  
Invoice # IN1258730  
Terms Net 30  
Due Date 9/29/2018  
Customer # C47322  
PO # Jeffrey Davidson  
Sales Rep Cool, Troy K  
Tracking #  
Order Sales Order #SO1196446

**Bill To**

CITY OF BOYNTON BEACH  
2080 HIGH RIDGE ROAD  
BOYNTON BEACH FL 33426  
United States

**Ship To**

CITY OF BOYNTON BEACH  
2080 HIGH RIDGE ROAD  
BOYNTON BEACH FL 33426  
United States

Item #	Description	Units	Back Order	Unit Price	Amount
15000	Premier Membership:	162	0	104.00	16,848.00
16000	Annual Maintenance Fee	1	0	395.00	395.00

Subtotal 17,243.00  
Shipping Cost (Freight Fee) 0.00  
Total 17,243.00  
Amount Due \$17,243.00

License Term: 10/1/2018-9/30/2019

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

Wire/ ACH:  
Routing#: 121000248  
Acct#: 2000030294606  
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM  
Please include Customer# and Invoice#

Please call us for invoice questions:  
1-877-MES-FIRE (1-877-637-3473)

**Remittance Slip**

Customer C47322 CITY OF BOYNTON BE...  
Invoice # IN1258730  
Amount Due \$17,243.00  
Amount Paid \_\_\_\_\_

Make Checks Payable To  
Municipal Emergency Services Depository Account  
75 Remittance Drive  
Suite 3135  
Chicago, IL 60675



IN1258730

# MIAMI BEACH

Procurement Department, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov), 305-673-7490

Submitted via E-mail to: [tcool@mesfire.com](mailto:tcool@mesfire.com)

August 18, 2017

Troy Cool  
Municipal Emergency Services, Inc.  
3789 62 Avenue North  
Pinellas Park, Florida 33781

**Subject: RENEWAL OF AGREEMENT PURSUANT TO REQUEST FOR PROPOSAL  
(RFP) No. 2014-143-LR FOR WEB BASED TRAINING SYSTEM**

Dear Troy Cool:

The current Agreement between the City of Miami Beach (the "City") and Municipal Emergency Services, Inc. ("Contractor"), pursuant to RFP No. 2014-143-LR for web based training system (the "Agreement") expires on November 4, 2017. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through November 4, 2018.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced RFP.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or [febeperez@miamibeachfl.gov](mailto:febeperez@miamibeachfl.gov)

Thank you,



Alex Denis  
Procurement Director

Please sign below as your acceptance and return this letter via email to:  
[febeperez@miamibeachfl.gov](mailto:febeperez@miamibeachfl.gov)

Signature: \_\_\_\_\_



Printed Name: Troy Cool

Title: Sales Representative



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Approve the purchase of replacement vehicles as approved in the fiscal year 2018-2019 budget in the estimated amount of \$394,142 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA18-VEL26.0 and FSA18-VEH16.0 for nine (9) replacement vehicles. The Florida Sheriff's Association Contracts satisfies the City's competitive bid requirements.

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**EXPLANATION OF REQUEST:**

The Fleet Administrator recommends the purchase of nine (9) replacement vehicles for the Public Works Department as approved in fiscal year 2018-2019 and 2019-2020 fleet replacement plan. Attached is a spreadsheet indicating vendor, number of units ordered, user department, bid/contract information and cost.

Florida Sheriff's Association Contract #FSA18-VEL26.0 and #FSA18-VEH16.0 are effective from October 18, 2018 through September 30, 2019

The Fleet Maintenance Division intends to award the following vendors for purchase as follows (see attached Exhibit 1 for vendor details):

1. Duval Ford for one (1) Ford F-250 crew cab pick-up for Public Works Parks Division in the amount of \$29,725.00. This unit utilizes the Florida Sheriff's Contract #FSA18-VEL26.0, Spec #63.
2. Alan Jay Fleet Sales for five (5) Chevrolet Silverado double cab pick-ups for Public Works Facilities & Streets Divisions in the amount of \$116,431.65 and one (1) Chevrolet Silverado double cab pick-up for Public Works Solid Waste Division in the amount of \$23,286.33. These units utilize the Florida Sheriff's Contract #FSA18-VEL26.0, Spec #55.
3. Orlando Freightliner for one (1) Freightliner with chipper body for Public Works Parks Division in the amount of \$94,824.00 and one (1) Freightliner with a dump body for Public Works Streets Division in the amount of \$129,875.00. These units utilize the Florida Sheriff's Contract #FSA18-VEH16.0, utilizing Spec #13 & #15.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** These nine (9) replacement vehicles will be used throughout the City to provide services to our residents.

**FISCAL IMPACT:** Budgeted The amount budgeted for fiscal year 2018-2019 for all the replacement vehicles under account 501-2516-519-64-33.

**ALTERNATIVES:** By deferring purchases, departmental maintenance cost and equipment downtime would increase.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**CONTRACTS**

**VENDOR NAME:** Various Vendors - see attached excel list

**START DATE:** 10/18/2018

**END DATE:** 9/30/2019

**CONTRACT VALUE:**

**MINORITY OWNED CONTRACTOR?:** No

**EXTENSION AVAILABLE?:** Yes

**EXTENSION EXPLANATION:**

Can be renewed 2 additional years, on a year to year basis

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Attachment	Agenda Attachment - Fleet Vehicle Purchases FY2018-19 - Exhibit 1
<input type="checkbox"/> Quotes	Agenda Attachment - Duval Ford -FSA Contract #FSA18-VEL26.0 for Vehicle Listed #1
<input type="checkbox"/> Quotes	Agenda Attachment - Alan Jay -FSA Contract #FSA18-VEL26.0 for Vehicle Listed #2
<input type="checkbox"/> Quotes	Agenda Attachment - Orlando Freight -FSA Contract #FSA18-VEH16.0 for Vehicles Listed #3

## Fleet Vehicles Purchased FY2018-19

VENDOR	# UNITS/MODEL	DEPARTMENT	BID/CONTRACT	COST EACH	OPTION COST	TRADE IN	TOTAL
Duval Ford	(1) Ford F-250 Crew cab pick-up	Public Works/Parks	FSA18-VEL26.0, Spec #63	24,602.00	5,123.00		29,725.00
Alan Jay Fleet Sales	(5) Chevrolet Silverado double cab pick-up	Public Works/Facilities & Streets	FSA18-VEL26.0, Spec #55	21,644.00	1,642.33		116,431.65
Alan Jay Fleet Sales	(1) Chevrolet Silverado double cab pick-up	Public Works/Solid Waste	FSA18-VEL26.0, Spec #55	21,644.00	1,642.33		23,286.33
Orlando Freightliner	(1) Freightliner M2 106	Public Works/Parks	FSA18-VEH16.0, Spec #13	39,362.00	55,462.00		94,824.00
Orlando Freightliner	(1) Freightliner M2 112	Public Works/Streets	FSA18-VEH16.0, Spec #15	65,113.00	64,762.00		129,875.00
<b>Total:</b>				\$172,365	\$128,632	\$0	\$394,142



# PUBLIC WORKS DEPARTMENT REQUEST FOR PURCHASE ORDER

<b>Date:</b>	10/17/2018	<b>Account No.:</b>	501-2515-591.64-31		<b>P.O. #:</b>		
<b>Justification:</b>	FSA Contract specification #63			<b>Requested By:</b>	Bill Darty		
<b>Department Head Approval:</b>				<b>Circle All that Apply</b>			
<b>Division Head /Supervisor Approval:</b>				RF	Cap. Outlay		
<b>Division Charged:</b>	Fleet Replacement	<b>Other:</b>	Public Works Parks		<b>Replacing: 508</b>		
<b>Vendor:</b>	Duval Ford		<b>No.</b>		<b>Contact Person:</b>	Laura Torbett	
<b>Address:</b>					<b>Fed ID #:</b>		
<b>City:</b>			<b>State:</b>		<b>Fax #:</b>	904-387-6816	
<b>Phone:</b>	904-381-6599				<b>email</b>	Laura.Torbett@duvalfleet.com	
<b>QTY</b>	<b>PRICE</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>COLOR</b>	<b>SIZE</b>	<b>TOTAL</b>
1	\$24,602.00	Each	Ford F-250 crew cab	63	White		\$24,602.00
1	\$5,123.00	Each	Options per quote	Per quote			\$5,123.00
<b>Price Quote</b>			<b>Vendor Name</b>				
			<b>TOTAL</b>				<b>\$29,725.00</b>

PW Parks  
508

**CITY OF BOYNTON BEACH**

Prepared for:		Contract Holder:	DATE:
CITY OF BOYNTON BEACH		Duval Ford Fleet Sales	10/18/18
BILL DARTY		Laura Torbett	
951-742-6216		(Work) 904-388-2144	
DartyW@bbfl.us		(Fax) 904-387-6816	
		(Cell) 904-505-9682	
		Laura.Torbett@duvalfleet.com	
		1616 Cassat Ave. Jax, FL 32210	
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<p><i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties &amp; Florida Fire Chiefs' Association Automotive Contract #FBA18-VEL28.0 chassis / FBA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i></p>			
Qty	Code	Equipment	Price
0	SPEC 63	FORD 3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X2 W2A	\$ 24,602.00
0	600A	XL TRIM PACKAGE	NC
0	996	V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	56 CA	8' BOX	\$ 1,188.00
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	Z1	EXTERIOR: OXFORD WHITE	\$ -
0	AS	INTERIOR: GRAY VINYL 40/20/40	\$ -
0		VINYL FLOOR	\$ -
0			\$ -
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	X3E	LIMITED SLIP DIFFERENTIAL	\$ 389.00
0	525	SPEED CONTROL/ TILT WHEEL	\$ 234.00
0	18B	CAB STEPS	\$ 444.00
0	62X	HD ALUMINUM TOOL BOX	\$ 574.00
0	85S	SPRAY IN BELDNER	\$ 539.00
0	HD TOW	HD TRAILER TOWING PACKAGE	\$ 1,125.00
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
0	76C	BACK UP ALARM	\$ 189.00
0	TAG	NEW CITY TAG	\$ 230.00
0	STD	BACK UP CAMERA	\$ -
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 29,725.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 29,725.00



(<https://www.facebook.com/floridasheriffsassociation/>)



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ASSOCIATION

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## PURCHASING PROGRAM

« Back to Main Purchasing Page (<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program>)

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### FSA 18-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS AND VANS 2018-2019

**Effective October 1, 2018 – September 30, 2019**

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible\* agencies since 1993. While most agencies purchasing from our contracts are within the state of Florida, eligible\* agencies from other states have used the contracts if their governing purchases ordinance allows.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents



ORDERING INSTRUCTIONS ([HTTPS://S3.AMAZONAWS.COM/FSA-CPP-2018-2019/ORDERING-INSTRUCTIONS-V09-25-18.PDF](https://s3.amazonaws.com/FSA-CPP-2018-2019/ORDERING-INSTRUCTIONS-V09-25-18.PDF))

VENDOR DIRECTORY  
([/UPLOADS/DOCS/26.0\\_AWARDED\\_VENDOR\\_DIRECTORY\\_101818.PDF](/uploads/docs/26.0_AWARDED_VENDOR_DIRECTORY_101818.PDF))

## Products and Services Available



## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>3/4 TON CREW CAB PICKUP TRUCK - 4X2 (Specification #63)</u>			
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Western	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Western	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Northern	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Northern	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Central	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Central	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Southern	-- NB --
	2019 Chevrolet Silverado 2500HD 1WT (CC25943)	Southern	-- NB --
Duval Ford LLC	2019 Ford F-250 Super Duty XL (W2A)	★ Western	\$24,602.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XL (W2A)	Western	\$24,699.00
Duval Ford LLC	2019 Ford F-250 Super Duty XL (W2A)	★ Northern	\$24,602.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XL (W2A)	Northern	\$24,699.00
Duval Ford LLC	2019 Ford F-250 Super Duty XL (W2A)	★ Central	\$24,602.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XL (W2A)	Central	\$24,699.00
Duval Ford LLC	2019 Ford F-250 Super Duty XL (W2A)	★ Southern	\$24,602.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XL (W2A)	Southern	\$24,899.00
Duval Ford LLC	2019 Ford F-250 Super Duty XLT (W2A)	Western	\$28,158.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XLT (W2A)	Western	\$29,432.00
Duval Ford LLC	2019 Ford F-250 Super Duty XLT (W2A)	Northern	\$28,158.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XLT (W2A)	Northern	\$29,432.00
Duval Ford LLC	2019 Ford F-250 Super Duty XLT (W2A)	Central	\$28,158.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XLT (W2A)	Central	\$29,432.00

Duval Ford LLC	2019 Ford F-250 Super Duty XLT (W2A)	Southern	\$28,158.00
ALT - Coggin Auto (Ford)	2019 Ford F-250 Super Duty XLT (W2A)	Southern	\$29,532.00
	2019 GMC Sierra 2500HD 1SA (TC25943)	Western	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Western	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Northern	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Northern	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Central	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Central	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Southern	-- NB --
	2019 GMC Sierra 2500HD 1SA (TC25943)	Southern	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (53119)	Western	\$29,428.00
	2019 Nissan Titan XD S (53119)	Western	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (53119)	Northern	\$29,302.00
	2019 Nissan Titan XD S (53119)	Northern	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (53119)	Central	\$29,251.00
	2019 Nissan Titan XD S (53119)	Central	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan XD S (53119)	Southern	\$29,229.00
	2019 Nissan Titan XD S (53119)	Southern	-- NB --
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L92)	Western	\$29,174.00
ALT - Garber Chrysler Dodge Truck, Inc.	2019 Ram 2500 Tradesman (DJ2L92)	Western	\$29,458.00
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L92)	Northern	\$28,998.00
ALT - Garber Chrysler Dodge Truck, Inc.	2019 Ram 2500 Tradesman (DJ2L92)	Northern	\$29,258.00
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L92)	Central	\$29,133.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 2500 Tradesman (DJ2L92)	Central	\$29,194.00
AutoNation CDJR Pembroke Pines	2019 Ram 2500 Tradesman (DJ2L92)	Southern	\$29,133.00
ALT - Alan Jay Chrysler Jeep Dodge of Wauchula	2019 Ram 2500 Tradesman (DJ2L92)	Southern	\$29,194.00



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **3/4 TON CREW CAB PICKUP TRUCK - 4X2 SPECIFICATION #63**

#### **2019 Ford F-250 Super Duty XL (W2A)**

The Ford F-250 Super Duty XL (W2A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	<b>★ Western</b>	<b>★ Northern</b>	<b>★ Central</b>	<b>★ Southern</b>
<b>BASE PRICE:</b>	<b>\$24,602.00</b>	<b>\$24,602.00</b>	<b>\$24,602.00</b>	<b>\$24,602.00</b>

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	F-250 Super Duty XL (W2A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00

Order Code	Delete Options	All Zones
160WB <sup>1</sup>	6' cargo box in lieu of 8' DUVALFORD: Six and three quarter foot bed size. <sup>1</sup>	Incl. <sup>1</sup>
	Air conditioning DUVALFORD <sup>1</sup>	NA <sup>1</sup>
	AM/FM stereo radio DUVALFORD <sup>1</sup>	NA <sup>1</sup>
66D <sup>1</sup>	Cargo box and rear bumper DUVALFORD: Spare Tire Optional with Pick up Box Delete. 66D/51x included with body options. 7 & 4-way combo trailer tow socket and bracket deleted. Requires 56Ca <sup>1</sup>	\$200.00 <sup>1</sup>
51X <sup>1</sup>	Full size spare tire and rim DUVALFORD: Spare Tire Optional with Pick up Box Delete. 66D/51x included with body options. <sup>1</sup>	\$50.00 <sup>1</sup>
D90L <sup>1</sup>	Power Window and Door Locks DUVALFORD: DELETES: Includes: 1. Accessory delay 2. Manual-folding, manually telescoping, power glass trailer tow mirrors with heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54K) (XL & XLT only) 3. Advanced Security Pack (Incl. SecuriLock® Passive Anti-Theft System (PATS) and Inclination / Intrusion Sensors) 4. Power locks 5. Power Tailgate Lock 6. Power 1st row (front-seat) windows w/one-touch up/down 7. Power 2nd row (rear-seat) windows (Crew Cab) 8. Power-folding, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (54F) (Lariat only) 9. Remote keyless-entry 10. Upgraded door-trim panel on XL <sup>1</sup>	\$315.00 <sup>1</sup>
D90L <sup>1</sup>	Keyless Entry DUVALFORD: Included with 90L delete <sup>1</sup>	NC <sup>1</sup>
D90L <sup>1</sup>	Programmed Key Fobs DUVALFORD: Included with 90L delete <sup>1</sup>	NC <sup>1</sup>
Order Code	Add Options	All Zones
99T <sup>1</sup>	Engine upgrade - specify DUVALFORD: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Six-Speed Automatic w/SelectShift® Automatic (6R140). For Engine Idle Shutdown timer add \$249 5-20 Minutes. <sup>1</sup>	\$9,100.00 <sup>1</sup>
DC7200 <sup>1</sup>	Engine upgrade - specify DUVALFORD: Diesel Engine Care 13 Components covered for 7 years, 8000 hours or 200,000 Miles. Includes \$100 deductible. Add \$755 is Emergency Certification is required. Coverage includes but not limited to: 1. All Internal Lubricated Parts 2. Crankcase Oil Cooler 3. Cylinder Block 4. Cylinder Head Gasket 5. Cylinder Heads 6. EGR Cooler 7. Fuel Injection Pressure Regulator 8. Fuel Injectors 9. Oil Pump 10. Timing Chain (Gears or Belt) 11. Timing Chain Cover 12. Turbocharger 13. Fuel Injection Pump <sup>1</sup>	\$3,450.00 <sup>1</sup>
98F <sup>1</sup>	Bi-fuel model - specify DUVALFORD: CNG/Propane Gaseous Engine Prep Package (avail. w/6.2L gas engine only) <sup>1</sup>	\$314.00 <sup>1</sup>
98F <sup>1</sup>	CNG model - specify DUVALFORD: CNG/Propane Gaseous Engine Prep Package (avail. w/6.2L gas engine only) <sup>1</sup>	\$314.00 <sup>1</sup>
CNG <sup>1</sup>	CNG conversion (discuss with dealer) DUVALFORD: Requires 98F/ 6.2L Gas Engine. . 8.2 GGE. For 15.1 GGE Add \$1200. For Long Box 23.5 GGE Add \$2050 <sup>1</sup>	\$11,800.00 <sup>1</sup>
LPG <sup>1</sup>	LPG conversion (discuss with dealer) DUVALFORD: Requires 98F: <sup>1</sup>	NA <sup>1</sup>



<b>VEHICLE:</b>	F-250 Super Duty XL (W2A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00
86M <sup>1</sup>	Battery, auxiliary HD DUVALFORD: Medium Duty Battery (Dual 78 AH; req. 6.2L Gas engine) Standard equipment features: Gasoline engine — 650 CCA, 72-AH single (XL) Diesel engine — 750 CCA, 78-AH dual <sup>1</sup>			\$209.00 <sup>1</sup>
	Increase to 9,200 lbs. GVWR DUVALFORD: 10000 lbs. on Base <sup>1</sup>			NA <sup>1</sup>
52B <sup>1</sup>	Electric brake controller DUVALFORD: Trailer Brake Controller (TBC) (Verified to be compatible w/select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; ; Std when Ultimate Trailer Tow (874) and SYNC® 3 (913) is ordered on XL SRW) <sup>1</sup>			\$269.00 <sup>1</sup>
	Traction control DUVALFORD: AdvanceTrac® with RSC® (Roll Stability Control™) <sup>1</sup>			Std <sup>1</sup>
X3E <sup>1</sup>	Limited slip differential DUVALFORD: Electronic-locking differential X3E with gas engine, X3H with Diesel Engine upgrade. <sup>1</sup>			\$389.00 <sup>1</sup>
96V <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) DUVALFORD: XL VALUE PACKAGE (96V) Availability: Includes: 1. 4.2" Center-stack screen 2. AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab) 3. Bright chrome hub covers and center ornaments (SRW Only) 4. Chrome front and rear step bumper 5. Cruise Control (steering wheel-mounted) 6. SYNC® Options Available: 7. SYNC® 3 (913) NOTE: Does not include rear bumper when ordered w/66D Pickup Box Delete <sup>1</sup>			\$999.00 <sup>1</sup>
52S <sup>1</sup>	Speed control/tilt steering wheel DUVALFORD: Included in 96v. Tilt and Telescoping steering wheel/column STD <sup>1</sup>			\$234.00 <sup>1</sup>
LS <sup>1</sup>	Bucket seats in lieu of bench seat DUVALFORD: VINYL 40/CONSOLE/40 <sup>1</sup>			\$354.00 <sup>1</sup>
AS <sup>1</sup>	40/20/40 seat in vinyl DUVALFORD: <sup>1</sup>			Std <sup>1</sup>
1S <sup>1</sup>	40/20/40 seat in cloth DUVALFORD: Cloth 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar <sup>1</sup>			\$314.00 <sup>1</sup>
16F <sup>1</sup>	Carpet in lieu of rubber floor covering DUVALFORD: Requires 17S: STX APPEARANCE PACKAGE (17S), Floor Covering, color-coordinated full carpet with floor mats <sup>1</sup>			\$59.00 <sup>1</sup>
WFM <sup>1</sup>	Floor mats DUVALFORD: WeatherTech Floor mats or equivalent. <sup>1</sup>			\$325.00 <sup>1</sup>
TINT <sup>1</sup>	Deep tinted glass DUVALFORD: Film Dealer Installed. Add \$20 for strip <sup>1</sup>			\$345.00 <sup>1</sup>
43S <sup>1</sup>	Sliding rear window DUVALFORD: Power-Sliding Glass with Defrost and Privacy Glass (XL req. 90L - Power Equipment Group; includes Driver/Passenger sun visors w/illuminated vanity covered, mirrors) Supercab and Crew Cab truck only. Requires factory privacy glass 924 at \$29 and Rear Defroster 43B (included) but \$59 stand alone. <sup>1</sup>			\$404.00 <sup>1</sup>
	AM/FM radio with single CD DUVALFORD: CD Player for all Series deleted for 2019 <sup>1</sup>			NA <sup>1</sup>
	On-Star DUVALFORD: <sup>1</sup>			NA <sup>1</sup>

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<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00

39s <sup>1</sup>	<b>Satellite radio</b> <i>DUVALFORD: SiriusXM® Radio Note: SiriusXM Traffic and Travel Link® includes a 5-year prepaid subscription. Services are not available in Alaska and Hawaii. Requires. 585 SYNC® or 913 SYNC® 3; adds one (1) I/P mounted center speaker on XLT only. Subscriptions to all SiriusXM® services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i> <sup>1</sup>	\$184.00 <sup>1</sup>
	<b>Side air bags</b> <i>DUVALFORD:</i> <sup>1</sup>	Std <sup>1</sup>
18B <sup>1</sup>	<b>Cab steps</b> <i>DUVALFORD: Black Platform type</i> <sup>1</sup>	\$444.00 <sup>1</sup>
LSL <sup>1</sup>	<b>Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed</b> <i>DUVALFORD: Unity Brand. DUVALFORD: Unity Brand. For LED spotlight add \$200</i> <sup>1</sup>	\$595.00 <sup>1</sup>
GOLIGHT <sup>1</sup>	<b>Left &amp; right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed</b> <i>DUVALFORD: For remote operated Go-Light (specify location for mounting: cab or body area pole mounted)</i> <sup>1</sup>	\$796.00 <sup>1</sup>
VV <sup>1</sup>	<b>Vent visors - stick-on style</b> <i>DUVALFORD:</i> <sup>1</sup>	\$175.00 <sup>1</sup>
RS <sup>1</sup>	<b>Rainshields - flange style</b> <i>DUVALFORD:</i> <sup>1</sup>	\$175.00 <sup>1</sup>
87H <sup>1</sup>	<b>Bug shield</b> <i>DUVALFORD: HOOD DEFLECTOR</i> <sup>1</sup>	\$129.00 <sup>1</sup>
	<b>Trailer tow mirrors</b> <i>DUVALFORD: Manual Glass when 90L delete option selected</i> <sup>1</sup>	Incl. <sup>1</sup>
WGG 67H <sup>1</sup>	<b>Wrap-around grille guard</b> <i>DUVALFORD: Full Wrap around Grill Guard, Sterling, Westin or Warn brand. Includes winch plate. Requires 67H HD service suspension package at \$124. Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR)</i> <sup>1</sup>	\$1,495.00 <sup>1</sup>
62X <sup>1</sup>	<b>Heavy duty aluminum tool box</b> <i>DUVALFORD: Cross Body tool box. Optional Dealer installed Deep toolbox \$550. Side Bed mounted 96" top side boxes (each) \$850. For BEDSLIDE HD Use \$1895</i> <sup>1</sup>	\$574.00 <sup>1</sup>
85L <sup>1</sup>	<b>Bedliner</b> <i>DUVALFORD: Drop IN.</i> <sup>1</sup>	\$349.00 <sup>1</sup>
85S <sup>1</sup>	<b>Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent)</b> <i>DUVALFORD: For Linex Brand HD Bed liner, use \$575</i> <sup>1</sup>	\$539.00 <sup>1</sup>
TBM <sup>1</sup>	<b>All terrain tread tires</b> <i>DUVALFORD: Tires: LT245/75R17E BSW A/T</i> <sup>1</sup>	\$164.00 <sup>1</sup>
N2 <sup>1</sup>	<b>Nitrogen filled tires including spare tire</b> <i>DUVALFORD: Replacing the air in your tires, and properly maintaining them with NitroFill can increase your tire life by as much as 50%, increase your fuel economy as much as 10% and decrease your chances of experiencing a tire failure by as much as 75% (source: nitrofill.com)</i> <sup>1</sup>	\$245.00 <sup>1</sup>

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<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00

DCU <sup>1</sup>	Steel truck cap DUVALFORD: A.R.E. or equivalent "Deluxe Commercial Unit" aluminum caps offered with a broad selection of door and window options, storage configurations, rack choices, and optional equipment for any worksite application. .035 aluminum exterior skin Full length side doors. Welded aluminum frame. Folding T-handles with BOLT One-Key technology 3 Year Warranty Base Unit [Option 1] Double Rear Door Add \$430 [Option 2] Front Window add \$125 [Option 3] Tool Boxes add \$500 Set [Option 4] Center Divider add \$150 [option 5] Ladder Rack add \$495 <sup>1</sup>	\$2,696.00 <sup>1</sup>
	Tow hooks DUVALFORD: STD <sup>1</sup>	Std <sup>1</sup>
LG12 <sup>1</sup>	1,200 lb. lift gate DUVALFORD: Thiemann or Tommy Gate for Pickup bed or Service Body. Add \$650 for Aluminum <sup>1</sup>	\$3,345.00 <sup>1</sup>
8KW <sup>1</sup>	8,000 lb. winch with remote DUVALFORD: Warn Winch with Remote. Requires WGG: Grill Guard with winch plate. Options available at different ratings <sup>1</sup>	\$1,300.00 <sup>1</sup>
HDTOW <sup>1</sup>	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. DUVALFORD: Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add \$245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added <sup>1</sup>	\$1,125.00 <sup>1</sup>
LINXSB <sup>1</sup>	Spray-on bedliner for utility body DUVALFORD: For rear bumper add \$100. For Drop down doors both sides add \$175. HD LINEX Brand. <sup>1</sup>	\$935.00 <sup>1</sup>
RSB C2 <sup>1</sup>	Knapheide, Reading or approved equivalent utility body - specify DUVALFORD: This option requires the 56 inch Cab to axle Option (56CA). Reading Classic II: See (31b) Reading ship through. A60 pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment, 18 ga. doors, rectangular rear lighting. Includes 66D bed credit. ADD \$900 for Aluminum, \$950 for Flip Top Lids. ADD \$495 for Master-locking Rods. Add \$935 for Electric latch magic Remote Locking system, Dome Compartment Lighting \$750. Led's \$940. <sup>1</sup>	\$7,500.00 <sup>1</sup>
KSB 696J <sup>1</sup>	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact the awarded vendor.) DUVALFORD: This option requires the 56 inch Cab to axle Option (56CA). Knapheide Brand 696J service body. See (31v) Factory Knapheide ship through. Fliptop lids add \$800, master locks add \$500, cabinet lights \$500, power locks \$850. CONE HOLDER: \$165, HD fold down cone holder: \$325. LED rear LIGHTING \$415. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection. Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit <sup>1</sup>	\$6,400.00 <sup>1</sup>
RSB SL <sup>1</sup>	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact the awarded vendor.) DUVALFORD: This option requires the 56 inch Cab to axle Option (56CA). Reading sl series SLU98asw with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit. <sup>1</sup>	\$6,600.00 <sup>1</sup>
PC <sup>1</sup>	Powder coating for utility body DUVALFORD: Reading Brand only. SERVICE BODY BASE COAT CLEAR COAT PAINT: ADD \$1295. For Two Tone Truck paint Add \$1496, includes top of doors, top of cab and roof <sup>1</sup>	Incl. <sup>1</sup>

<b>VEHICLE:</b>	F-250 Super Duty XL (W2A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00

<b>COVER <sup>1</sup></b>	Fiberglass tonneau cover (painted to match) <i>DUVALFORD: CENTURY BRAND or equal. May substitute RETRAX MANUAL bedcover: • One Piece Polycarbonate Construction • Front Cover Remains Flush With Rolling Cover • Low Profile Design • Opens and Closes Easily With One Hand • Sealed Ball-Bearing Roller Design • No Pull Straps, Velcro, Snaps or Springs • Clamp-on Design • Key Lockable In Any Position • Secures Your Valuable Cargo • Unlimited Hauling Flexibility • Strong Enough To Stand On • UV Protected • No Maintenance • Great For 5th Wheel Towing • Limited Lifetime Warranty <sup>1</sup></i>	\$1,695.00 <sup>1</sup>
<b>TOPPER <sup>1</sup></b>	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>DUVALFORD: Century Brand or equal. DuPont/Axalta Automotive Paint Skirted Sides (Most models) Custom Fit Design (Most models) Fiberglass Base Rails Installation Bulb Seal J-Clamp Installation Lifetime Limited Warranty (Refer to Owners Manual) Fixed Front Picture Window Side Windows: Recessed SUV Style with Crank Out and Screens Rear Door: Frameless Curved Glass Rear Door Hardware: Teardrop Twist Handle Dark Tint on All Glass Excluding Front Window Insulated Roof Interior 12V Dome Light Recessed LED Third Brake Light - Red Lens <sup>1</sup></i>	\$2,015.00 <sup>1</sup>
<b>942 <sup>1</sup></b>	Daytime running lights <i>DUVALFORD: <sup>1</sup></i>	\$44.00 <sup>1</sup>
	Immobilize daytime running lights <i>DUVALFORD: <sup>1</sup></i>	Std <sup>1</sup>
<b>CS <sup>1</sup></b>	Cab shield headache rack (protects back of cab) <i>DUVALFORD: Solid Steel Bulkhead with Mesh Window. Use \$450 when taking credit for stake front. For lighting plates add \$225 <sup>1</sup></i>	\$625.00 <sup>1</sup>
<b>PRPU <sup>1</sup></b>	Pipe rack w/expanded metal basket over cab (for pickup bed) <i>DUVALFORD: Custom options available <sup>1</sup></i>	\$1,885.00 <sup>1</sup>
<b>PRSB <sup>1</sup></b>	Pipe rack w/expanded metal basket over cab (for utility body) <i>DUVALFORD: Custom options available <sup>1</sup></i>	\$1,995.00 <sup>1</sup>
<b>SLR <sup>1</sup></b>	Single ladder rack side mounted (specify street or curbside) <i>DUVALFORD: Custom options available <sup>1</sup></i>	\$995.00 <sup>1</sup>
<b>153 <sup>1</sup></b>	Front license bracket <i>DUVALFORD: STD <sup>1</sup></i>	Std <sup>1</sup>
<b>76C <sup>1</sup></b>	Backup alarm, factory installed <i>DUVALFORD: EXTERIOR AUDIBLE DEVICE. OEM Warranty 3/36 <sup>1</sup></i>	\$139.00 <sup>1</sup>
<b>BUA <sup>1</sup></b>	Backup alarm, dealer installed <i>DUVALFORD: WHELEN backup alarm recessed and wired with automotive heat tolerant wire and loom. Includes exclusive limited lifetime warranty. <sup>1</sup></i>	\$125.00 <sup>1</sup>
<b>ANIMALCONTROL <sup>1</sup></b>	Optional equipment - specify <i>DUVALFORD: Requires 56CA. 10 compartment with rear storage. [Option 1] \$125 Delete per compartment. [Option 2] For HD stainless steel door (int-door-stnls-8) add \$1800. [Option 3] For High Capacity AC only add \$3800/ \$4650 FOR twin fan condenser. [Option 4] For base-hoist BackSaver Hoist with Large Cage - front passenger compartment add \$3800. [Option 5] Pull out ramp \$650. [Option 6] Polypropylene floor grates (8) \$450. [Option 7] Catch pole holder tube style locking \$300. [Option 8] 2 Slide Out Trays For Storage of 6 Carriers or 4 Traps - Rear passenger side compartment \$650. [Option 9] 6 Carriers For Storage Trays \$550. [Option 10] 4 Traps For Storage Trays \$440. [Option 11] Removable Shelf - animal compartment \$150. [Option 12] Roll Out Tray in Rear Storage Compartment \$500. [Option 13] Rear Blind Spot Mirror \$200. [Option 14] Rear Vision Camera System with 5.6 inch LCD Color Monitor \$695. See 31v.31b. Selection of this option will include drive freight mileage on the odometer from Vendor to customer. <sup>1</sup></i>	\$17,150.00 <sup>1</sup>
<b>56CA <sup>1</sup></b>	Optional equipment - specify <i>DUVALFORD: [ITEM 1] Long Wheelbase Model with 56 inch cab to axle. Required with most body upgrades. [ITEM 2] Second Stage Manufacturer ship through for Reading (31b) at \$543 and Knapheide (31v) at \$625. Includes certification, second stage MISO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer. <sup>1</sup></i>	\$1,136.00 <sup>1</sup>

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<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00

SafeT <sup>1</sup>	Optional equipment - specify DUVALFORD: First Aid, Fire Extinguisher and DOT LED rechargeable warning lights; USE \$525. 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness aft when stopping) \$229 <sup>1</sup>	\$525.00 <sup>1</sup>
LABOR <sup>1</sup>	Optional equipment - specify DUVALFORD: Labor rate per hour for installation of aftermarket lighting and non spec listed options. <sup>1</sup>	\$120.00 <sup>1</sup>
TEMP <sup>1</sup>	Temporary tag DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions <sup>1</sup>	\$108.00 <sup>1</sup>
TX <sup>1</sup>	Transfer existing registration (must provide tag number) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions. [ALT DJ] Per terms and conditions section 3.22 INSPECTION AND ACCEPTANCE: an Alternative Delivery Destination charge per vehicle of \$487 will be applied to all purchase orders where inspection and acceptance occurs away from the end user's registered address within the state of Florida. For destinations where inspection and acceptance are located outside the Sunshine State contact dealer. This cost derivation is founded using computationally intensive statistical analysis utilizing data inputs such as cost of capital, interest carry on bad debt, delivery variance with outside location, tertiary damage, and fluctuating fuel costs. <sup>1</sup>	\$185.00 <sup>1</sup>
TAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) DUVALFORD: Includes administrative costs associated with the filing, transfer, acquisition, and installation of appropriate registration & Plate per option description allowed by section 3.23 Terms and Conditions <sup>1</sup>	\$230.00 <sup>1</sup>
MP575 <sup>1</sup>	Maintenance Plan - specify DUVALFORD: 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2230. 5 Year 75,000 mile Premium Diesel Maintenance plan \$4175. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3525. ADD \$300 FOR Police, Emergency and Fire Use <sup>1</sup>	\$1,860.00 <sup>1</sup>
MP675 <sup>1</sup>	Maintenance Plan - specify DUVALFORD: 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2280. 6 Year 75,000 mile Premium Diesel Maintenance Plan. \$4215. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3580. ADD \$300 FOR Police, Emergency and Fire Use <sup>1</sup>	\$1,905.00 <sup>1</sup>
MP610 <sup>1</sup>	Maintenance Plan - specify DUVALFORD: 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2845. 6 Year 100,000 mile Premium Diesel Maintenance Plan \$4820. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$4515. ADD \$300 FOR Police, Emergency and Fire Use <sup>1</sup>	\$2,400.00 <sup>1</sup>
EB575 <sup>1</sup>	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2515. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible BASECare plan for Incomplete Gas Vehicles: \$2900. 5 Yr 100,000 mile zero deductible use \$3425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide <sup>1</sup>	\$1,855.00 <sup>1</sup>
EB575 <sup>1</sup>	Warranty - specify DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3035. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible EXTRACare plan for Incomplete Gas Vehicles: \$3145. 5 Yr 100,000 mile zero deductible use \$3855. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide <sup>1</sup>	\$2,150.00 <sup>1</sup>

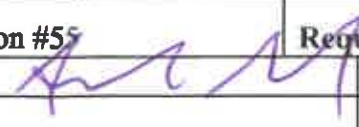
<b>VEHICLE:</b>	F-250 Super Duty XL (W2A)			
<b>DEALER:</b>	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$24,602.00	\$24,602.00	\$24,602.00	\$24,602.00

EP575 <sup>1</sup>	<b>Warranty - specify</b> <i>DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3645. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible PREMIUMCare plan for Incomplete Gas Vehicles: \$3615. 5 Yr 100,000 mile zero deductible use \$4435. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide<sup>1</sup></i>	\$2,960.00 <sup>1</sup>
FB575 <sup>1</sup>	<b>Diesel Warranty - specify</b> <i>DUVALFORD: 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2685. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible BASECare plan for Incomplete Diesel Vehicles: \$3125. 5 Yr 100,000 mile zero deductible use \$4150. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide<sup>1</sup></i>	\$1,965.00 <sup>1</sup>
FE575 <sup>1</sup>	<b>Diesel Warranty - specify</b> <i>DUVALFORD: 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3230. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible EXTRACare plan for Incomplete Diesel Vehicles: \$3410. 5 Yr 100,000 mile zero deductible use \$4725. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide<sup>1</sup></i>	\$2,280.00 <sup>1</sup>
FP575 <sup>1</sup>	<b>Diesel Warranty - specify</b> <i>DUVALFORD: 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3755. Complete pricing schedule available upon request. 5 Yr 75,000 mile zero deductible PREMIUMCare plan for Incomplete Diesel Vehicles: \$3940. 5 Yr 100,000 mile zero deductible use \$5520. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP August 1st 2018 Pricing Guide<sup>1</sup></i>	\$3,145.00 <sup>1</sup>

# PUBLIC WORKS DEPARTMENT REQUEST FOR PURCHASE ORDER

<b>Date:</b>	10/17/2018	<b>Account No.:</b>	501-2515-591.64-31		<b>P.O. #:</b>		
<b>Justification:</b>	FSA Contract specification #55				<b>Requested By:</b>	Bill Darty	
<b>Department Head Approval:</b>					Circle All that Apply		
<b>Division Head /Supervisor Approval:</b>							
<b>Division Charged:</b>	Fleet Replacement	<b>Other:</b>	Public Works Facilities/Streets	<b>Replacing:</b> 678,5007,6000, 6001, and 6003			
<b>Vendor:</b>	Alan Jay Fleet Sales	<b>No.</b>		<b>Contact Person:</b>	Christy Self		
<b>Address:</b>				<b>Fed ID #:</b>			
<b>City:</b>		<b>State:</b>		<b>Fax #:</b>	863-402-42211		
<b>Phone:</b>	904-838-4999			<b>email</b>	christy.self@alanjay.com		
<b>QTY</b>	<b>PRICE</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>COLOR</b>	<b>SIZE</b>	<b>TOTAL</b>
5	\$21,644.00	Each	Chevrolet 1500 Ext.cab	55	White		\$108,220
5	\$1,642.33	Each	Options per quote	Per quote			\$8,211.65
<b>Price Quote</b>			<b>Vendor Name</b>				
			<b>TOTAL</b>				<b>\$116,431.65</b>

# PUBLIC WORKS DEPARTMENT REQUEST FOR PURCHASE ORDER

<b>Date:</b>	10/17/2018	<b>Account No.:</b>	501-2515-591.64-31		<b>P.O. #:</b>		
<b>Justification:</b>	FSA Contract specification #55				<b>Requested By:</b>	Bill Darty	
<b>Department Head Approval:</b>					Circle All that Apply		
<b>Division Head /Supervisor Approval:</b>							
<b>Division Charged:</b>	Fleet Replacement	<b>Other:</b>	Public Works Solid Waste			<b>Replacing: 1901</b>	
<b>Vendor:</b>	Alan Jay Fleet Sales		<b>No.</b>			<b>Contact Person:</b>	Christy Self
<b>Address:</b>					<b>Fed ID #:</b>		
<b>City:</b>			<b>State:</b>			<b>Fax #:</b>	863-402-42211
<b>Phone:</b>	904-838-4999				<b>email</b>	christy.self@alanjay.com	
<b>QTY</b>	<b>PRICE</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>COLOR</b>	<b>SIZE</b>	<b>TOTAL</b>
1	\$21,644.00	Each	Chevrolet 1500 Ext.cab	55	White		\$21644.00
1	\$1,642.33	Each	Options per quote	Per quote			\$1642.33
<b>Price Quote</b>			<b>Vendor Name</b>				
			<b>TOTAL</b>				<b>\$23,286.33</b>



# ALAN JAY FLEET SALES

PW - Facilities  
Streets -  
Sanitation  
678, 5007, 6000, 6003, 1901  
6001

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	Quote
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	17069-1
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
10/13/2018

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
10/13/2018

REQUESTING AGENCY **BOYNTON BEACH, CITY OF**  
CONTACT PERSON **WILLIAM DARTY** EMAIL **Dartyw@bbf.us**  
PHONE **561-742-8215** MOBILE FAX

### FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA18-VEL26.0

www.flsheriffs.org

MODEL	CC15753	SPECIFICATION #	55
	2019 CHEVY SILVERADO CLASSIC DOUBLE CAB 1500 1WT- 2WD	PAGE #	1808
CUSTOMER ID		BASE DISTRICT PRICE	\$21,644.00

BED LENGTH 6.5'

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

#### FACTORY OPTIONS

#### DESCRIPTION

GAZ H2Q	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR	\$0.00
L83 MYC	5.3L Active Fuel Management direct injection, variable valve timing, 720 CCA battery, 6,600lb GVWR, 3.08 rear axle ratio, and external trans/oil cooler with 6-speed automatic transmission. (355hp & 383 lb-ft torque). INCL WITH 2019 MODEL CK15753	\$0.00
G80	LOCKING REAR DIFFERENTIAL	\$394.00
8S3	FACTORY BACK UP ALARM	\$137.00
CGN	FACTORY ORDERED SPRAY ON BED LINER	\$494.00
PW PL	PWR WINDOWS AND LOCKS (INCL) -Does Not Include Keyless Entry Remotes-	\$0.00
JL1 DB2	Factory Receiver Hitch 7 / 4 pin wire connector, Electronic Brake Controller, Draw Bar, 2" Ball, Pin, and Clip.	\$369.00
CAMERA	BACK UP CAMERA (STD)	\$0.00

#### CONTRACT OPTIONS

#### DESCRIPTION

#### FACTORY OPTIONS

NEW-TAG	NEW CITY TAG (Includes temp tag & two way overnight shipping for signature).	\$248.33
	CONTRACT OPTIONS	\$248.33

#### TRADE IN

#### TOTAL COST

YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING

TOTAL COST LESS TRADE IN(S) QTY 1 \$23,286.33

Estimated Annual payments for 60 months paid in advance: \$5,122.43

Municipal finance for any essential use vehicle, requires lender approval, WAC.

#### Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER **christy.self@AlanJay.com**

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.

 (<https://www.facebook.com/floridasheriffsassociation/>)



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## PURCHASING PROGRAM

« Back to Main Purchasing Page (<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program>)

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### FSA18-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS AND VANS 2018-2019

**Effective October 1, 2018 – September 30, 2019**

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment, and services that are available to all eligible\* agencies since 1993. While most agencies purchasing from our contracts are within the state of Florida, eligible\* agencies from other states have used the contracts if their governing purchases ordinance allows.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents



ORDERING INSTRUCTIONS ([HTTPS://S3.AMAZONAWS.COM/FSA-CPP-2018-2019/ORDERING-INSTRUCTIONS-V09-25-18.PDF](https://s3.amazonaws.com/FSA-CPP-2018-2019/ORDERING-INSTRUCTIONS-V09-25-18.PDF))

VENDOR DIRECTORY  
([/UPLOADS/DOCS/26.0\\_AWARDED\\_VENDOR\\_DIRECTORY\\_101818.PDF](/uploads/docs/26.0_AWARDED_VENDOR_DIRECTORY_101818.PDF))

## Products and Services Available



## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>1/2 TON EXTENDED CAB PICKUP TRUCK - 4X2 (Specification #55)</u>			
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 1WT (CC10753)	Western	\$21,694.00
ALT - Garber Chevrolet Buick GMC, Inc.	2019 Chevrolet Silverado 1500 1WT (CC10753)	Western	\$21,938.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 1WT (CC10753)	Northern	\$21,594.00
ALT - Garber Chevrolet Buick GMC, Inc.	2019 Chevrolet Silverado 1500 1WT (CC10753)	Northern	\$21,738.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 1WT (CC10753)	Central	\$21,594.00
ALT - Garber Chevrolet Buick GMC, Inc.	2019 Chevrolet Silverado 1500 1WT (CC10753)	Central	\$21,838.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 1WT (CC10753)	Southern	\$21,644.00
ALT - Auto Nation Chevrolet Pembroke Pines	2019 Chevrolet Silverado 1500 1WT (CC10753)	Southern	\$21,739.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 LD (CC15753)	Western	\$21,644.00
ALT - Garber Chevrolet Buick GMC, Inc.	2019 Chevrolet Silverado 1500 LD (CC15753)	Western	\$22,196.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 LD (CC15753)	Northern	\$21,644.00
ALT - Garber Chevrolet Buick GMC, Inc.	2019 Chevrolet Silverado 1500 LD (CC15753)	Northern	\$21,996.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 LD (CC15753)	Central	\$21,644.00
ALT - Garber Chevrolet Buick GMC, Inc.	2019 Chevrolet Silverado 1500 LD (CC15753)	Central	\$22,096.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 Chevrolet Silverado 1500 LD (CC15753)	Southern	\$21,644.00
ALT - Auto Nation Chevrolet Pembroke Pines	2019 Chevrolet Silverado 1500 LD (CC15753)	Southern	\$22,020.00

Coggin Auto (Ford)	2019 Ford F-150 XL (X1C)	Western	\$21,746.00
ALT - Duval Ford LLC	2019 Ford F-150 XL (X1C)	Western	\$21,858.00
Coggin Auto (Ford)	2019 Ford F-150 XL (X1C)	Northern	\$21,726.00
ALT - Duval Ford LLC	2019 Ford F-150 XL (X1C)	Northern	\$21,756.00
Coggin Auto (Ford)	2019 Ford F-150 XL (X1C)	Central	\$21,746.00
ALT - Duval Ford LLC	2019 Ford F-150 XL (X1C)	Central	\$21,824.00
Duval Ford LLC	2019 Ford F-150 XL (X1C)	Southern	\$21,835.00
ALT - Coggin Auto (Ford)	2019 Ford F-150 XL (X1C)	Southern	\$21,886.00
Bozard Ford	2019 Ford F-150 XLT (X1C)	Western	\$24,389.00
ALT - Duval Ford LLC	2019 Ford F-150 XLT (X1C)	Western	\$24,401.00
Duval Ford LLC	2019 Ford F-150 XLT (X1C)	Northern	\$24,299.00
ALT - Bozard Ford	2019 Ford F-150 XLT (X1C)	Northern	\$24,389.00
Duval Ford LLC	2019 Ford F-150 XLT (X1C)	Central	\$24,367.00
ALT - Bozard Ford	2019 Ford F-150 XLT (X1C)	Central	\$24,586.00
Duval Ford LLC	2019 Ford F-150 XLT (X1C)	Southern	\$24,377.00
ALT - Bozard Ford	2019 Ford F-150 XLT (X1C)	Southern	\$24,686.00
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Sierra 1500 1SA (TC15753)	Western	\$21,794.00
	2019 GMC Sierra 1500 1SA (TC15753)	Western	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Sierra 1500 1SA (TC15753)	Northern	\$21,794.00
	2019 GMC Sierra 1500 1SA (TC15753)	Northern	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Sierra 1500 1SA (TC15753)	Central	\$21,794.00
	2019 GMC Sierra 1500 1SA (TC15753)	Central	-- NB --
Alan Jay Chevrolet Buick GMC Cadillac	2019 GMC Sierra 1500 1SA (TC15753)	Southern	\$21,794.00
	2019 GMC Sierra 1500 1SA (TC15753)	Southern	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan King Cab S 2WD (37119)	Western	\$25,354.00
	2019 Nissan Titan King Cab S 2WD (37119)	Western	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan King Cab S 2WD (37119)	Northern	\$25,274.00
	2019 Nissan Titan King Cab S 2WD (37119)	Northern	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan King Cab S 2WD (37119)	Central	\$25,209.00
	2019 Nissan Titan King Cab S 2WD (37119)	Central	-- NB --
Terry Taylor DeLand Nissan	2019 Nissan Titan King Cab S 2WD (37119)	Southern	\$25,209.00
	2019 Nissan Titan King Cab S 2WD (37119)	Southern	-- NB --
Beck Auto Sales	2019 Ram 1500 Tradesman (DS1L41)	★ Western	\$18,710.00
ALT - AutoNation CDJR Pembroke Pines	2019 Ram 1500 Tradesman (DS1L41)	Western	\$18,716.00
AutoNation CDJR Pembroke Pines	2019 Ram 1500 Tradesman (DS1L41)	★ Northern	\$18,641.00
ALT - Beck Auto Sales	2019 Ram 1500 Tradesman (DS1L41)	Northern	\$18,655.00
AutoNation CDJR Pembroke Pines	2019 Ram 1500 Tradesman (DS1L41)	★ Central	\$18,641.00
ALT - Beck Auto Sales	2019 Ram 1500 Tradesman (DS1L41)	Central	\$18,685.00

AutoNation CDJR Pembroke Pines	2019 Ram 1500 Tradesman (DS1L41)	★ Southern	\$18,641.00
ALT - Beck Auto Sales	2019 Ram 1500 Tradesman (DS1L41)	Southern	\$18,710.00
Coggin Toyota	2019 Toyota Tundra SR Double Cab (8239)	Western	\$27,845.00
	2019 Toyota Tundra SR Double Cab (8239)	Western	-- NB --
Coggin Toyota	2019 Toyota Tundra SR Double Cab (8239)	Northern	\$27,666.00
	2019 Toyota Tundra SR Double Cab (8239)	Northern	-- NB --
Coggin Toyota	2019 Toyota Tundra SR Double Cab (8239)	Central	\$27,698.00
	2019 Toyota Tundra SR Double Cab (8239)	Central	-- NB --
Coggin Toyota	2019 Toyota Tundra SR Double Cab (8239)	Southern	\$27,845.00
	2019 Toyota Tundra SR Double Cab (8239)	Southern	-- NB --



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **1/2 TON EXTENDED CAB PICKUP TRUCK - 4X2 SPECIFICATION #55**

#### **2019 Chevrolet Silverado 1500 LD (CC15753)**

The Chevrolet Silverado 1500 LD (CC15753) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	<b>Western</b>	<b>Northern</b>	<b>Central</b>	<b>Southern</b>
<b>BASE PRICE:</b>	<b>\$21,644.00</b>	<b>\$21,644.00</b>	<b>\$21,644.00</b>	<b>\$21,644.00</b>

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Silverado 1500 LD (CC15753)			
<b>DEALER:</b>	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$21,644.00	\$21,644.00	\$21,644.00	\$21,644.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
	Power Windows and Door Locks	NA
D-PCM <sup>1</sup>	Keyless Entry <i>Deletes: WT Convenience Package includes (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry, (A91) remote locking tailgate and (DL8) power mirrors<sup>1</sup></i>	(\$350.00) <sup>1</sup>
	Full size spare tire and rim	NA
	Programmed Key Fobs	NA
Order Code	Add Options	All Zones
L83 MYC <sup>1</sup>	Engine upgrade - specify <i>5.3L Active Fuel Management direct injection, variable valve timing, 720 CCA battery, 6,600lb GVWR, 3.08 rear axle ratio, and external trans/oil cooler with 6-speed automatic transmission. (355hp &amp; 383 lb-ft torque).<sup>1</sup></i>	Std <sup>1</sup>
	Engine upgrade - specify	NA
	Bi-fuel model - specify	NA
	CNG model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Battery, 650 cca or greater <i>730CCA HD battery standard. -or- (DRYCELL - Dealer provided Optima RED TOP drycell battery replaces factory lead acid battery \$379, each.)<sup>1</sup></i>	Std <sup>1</sup>
	Dual batteries	NA
	7,700 lbs. GVWR	NA
JL1 <sup>1</sup>	Electric brake controller <i>Requires Z82 trailer tow package<sup>1</sup></i>	\$274.00 <sup>1</sup>
	Traction control	Std
G80 <sup>1</sup>	Limited slip differential <i>Locking rear differential<sup>1</sup></i>	\$394.00 <sup>1</sup>
	AM/FM radio with single CD	NA
	Bucket seats in lieu of bench seat <i>AZ3 Seats, front 40/20/40 split-bench, 3-passenger. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets (Includes (AG1) driver 10-way power seat-adjuster and requires (H2R) Dark Ash.) \$434. -or- (DRC - Dealer remove center section leaving bare floor ADD \$110) - add - (CC-MC-14 - Troy Products 14" console with vehicle specific floor plate, 4" dual internal cupholder, 3" shallow console tray, (3) 12V DC outlets, height adjustable 5"x8" armrest, and blank filler plates. \$740) - or - (CC-WBBP-20-FS - Troy Products 20" wide body console with vehicle specific floor plate, 4WD shifter cutout, 4" dual internal cupholder, 3" shallow console tray, (3) 12V DC outlets, height adjustable 5"x8" armrest, and blank filler plates. \$980) - or - (CC-WBOS-16-FB - Troy Products 16" wide body console with vehicle specific floor plate, 4" dual internal cupholder, 3" shallow console tray, (3) 12V DC outlets, 9" hided file box at rear console with large leather pad, and blank filler plates. \$1075, requires NQF.) ***Specify agency radio for faceplate(s)***<sup>1</sup></i>	NA <sup>1</sup>
B30 <sup>1</sup>	Carpet in lieu of rubber floor covering <i>Color-Keyed carpeting w/ rubberized floor mats.<sup>1</sup></i>	\$99.00 <sup>1</sup>



<b>VEHICLE:</b>	Silverado 1500 LD (CC15753)			
<b>DEALER:</b>	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$21,644.00	\$21,644.00	\$21,644.00	\$21,644.00
	Deep tinted glass <i>Factory Deep Tint Rear Window Only - or - (DT2 - Dealer installed SolarGuard deep tint film on driver and pass doors \$149) - or - (DTF 4 TRK - Dealer installed SolarGuard deep tint film on all door and rear window glass \$279) - and - (WSTP - add \$49 for SolarGuard windshield strtp).</i> <sup>1</sup>			Incl. <sup>1</sup>
VAV <sup>1</sup>	Floor mats <i>VAV - All weather floor mats, requires B30 - or - (WTF DBL - WEATHER TECH HD molded floor liner system for double cab configuration, includes freight and installation \$299)</i> <sup>1</sup>			\$159.00 <sup>1</sup>
ILT CC15753 <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>ILT package includes: Radio, HD, Steering wheel, leather-wrapped, OnStar and Chevrolet connected services capable, Seat, rear 60/40 folding bench, Door handles, body-color, Driver Information Center, color display, SiriusXM Radio, Steering wheel audio controls, Chevrolet Connected Access, Mirrors, outside heated power-adjustable, Single-slot CD/MP3 player, Mirror caps, body-color, Wheelhouse liners, rear, Seats, front 40/20/40 split-bench, Bumper, rear chrome, Visors, driver &amp; front passenger illuminated vanity mirrors, Chevrolet 4G LTE, Remote Keyless Entry, Bumper, front chrome, Moldings, bodyside, body color, Remote Locking Tailgate, Floor covering, color-keyed carpeting, Glass, deep-tinted</i> <sup>1</sup>			\$5,028.00 <sup>1</sup>
UE1 <sup>1</sup>	On-Star <i>OnStar Guidance plan for 6 months, including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling minutes) (Retail orders receive limited service trial. Visit <a href="http://www.onstar.com">www.onstar.com</a> for coverage map, details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data.)</i> <sup>1</sup>			\$174.00 <sup>1</sup>
DOME <sup>1</sup>	Passenger dome lamp <i>Dealer Installed 5" round dome lamp in addition to standard vehicle reading/dome lighting.</i> <sup>1</sup>			\$229.00 <sup>1</sup>
U2K <sup>1</sup>	Satellite radio <i>SiriusXM Satellite Radio is standard on nearly all 2018 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Requires (UE1) OnStar. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a>. All fees and programming subject to change.)</i> <sup>1</sup>			\$154.00 <sup>1</sup>
	Side air bags			Std
	Sliding rear window <i>(C49 - Rear Window Defogger \$224)</i> <sup>1</sup>			NA <sup>1</sup>
	Speed control			Std
	Tilt steering wheel			Std
RVS <sup>1</sup>	Cab Steps <i>LPO assist steps, 4" black round. - or - (RVQ - LPO black tubular assist steps 6" rectangular \$714) - or - (Step3 DUB - Dealer provided Artes 3" black round cab steps for double cab pickup \$525.00)</i> <sup>1</sup>			\$629.00 <sup>1</sup>
8KW <sup>1</sup>	8,000 lb. winch with remote <i>Warn VR8000 recovery winch with remote, 8000lb. (Requires wrap around grill with winch mount plate).</i> <sup>1</sup>			\$1,195.00 <sup>1</sup>
ATB-LP-18 <sup>1</sup>	Aluminum tool box <i>Dealer provided HD American Aluminum diamond plate low pro tool box 18" Depth. - OR - (FNT85 - 85 gallon UWS fuel n tool combo with L-shaped fuel tank, tool box, 13GPM Fill-Rite fuel transfer pump, filter, hose, nozzle, and GPI inline digital flow meter for use in short bed PU or Utility body \$2025.) - and - (SAFE-T - Amerex 5lb Fire extinguisher, First Aid Only first aid kit, and King James &amp; Co road triangles \$359) - or - (3BOX SWB - Includes UWS standard height 18" depth saddle box with single lid and (2) bed rail mounted UWS standard height side tool boxes \$ 1354).</i> <sup>1</sup>			\$509.00 <sup>1</sup>
8S3 <sup>1</sup>	Backup alarm, factory installed <i>Factory installed, ships unplugged, 97 db back up alarm.</i> <sup>1</sup>			\$137.00 <sup>1</sup>
SFW BUA <sup>1</sup>	Backup alarm, dealer installed <i>Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting With Dealer Provided Federal Back Up Alarm.</i> <sup>1</sup>			\$205.00 <sup>1</sup>

<b>VEHICLE:</b>	Silverado 1500 LD (CC15753)			
<b>DEALER:</b>	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$21,644.00	\$21,644.00	\$21,644.00	\$21,644.00
<b>DBL</b> <sup>1</sup>	Bedliner <i>Dealer Provided Plastic Bedliner</i> <sup>1</sup>			\$325.00 <sup>1</sup>
<b>BS</b> <sup>1</sup>	Bug shield <i>Dealer provided Weather Tech black bug shield hood protector.</i> <sup>1</sup>			\$189.00 <sup>1</sup>
<b>HAR</b> <sup>1</sup>	Cab shield headache rack (protects back of cab) <i>Vehicle specific no-drill cab shield, installed. - and - (91006 - light bar mounting feet \$125.) - and - (TB - cross body tool box mounting kit \$100.)</i> <sup>1</sup>			\$597.00 <sup>1</sup>
<b>DB2</b> <sup>1</sup>	Class IV hitch and ball <i>Draw Bar 2" Ball Pin and Clip with Factory Standard Trailering equipment includes trailer hitch, 7-pin and 4-pin connectors</i> <sup>1</sup>			\$94.00 <sup>1</sup>
<b>FTC</b> <sup>1</sup>	Daytime running lights Fiberglass tonneau cover (painted to match) <i>Dealer provided Ranch Sport Wrap fiberglass tonneau cover. - add - (BSL1200 - 1,200lb capacity Cargo Ease bed slide with rubber mat and 4" Sides \$1338) - or - (BSL1500 - 1,500lb capacity Cargo Ease bed slide with rubber mat and 4" Sides \$1776) - or - (R-N-L - Roll-N-Lock vehicle specific lockable cover \$1795.)</i> <sup>1</sup>			Std \$1,695.00 <sup>1</sup>
<b>ECHO</b> <sup>1</sup>	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>Ranch Echo topper with fixed framed picture windows. - or - (ECHO-WD - Ranch Echo topper with side access windoors \$2070.) - or - (SIERRA-SS - Ranch Sierra topper with solid sides \$2180.) - add - (FCH-LR - TracRac aluminum roof rack system with two cross bars &amp; 4 adjustable load stops \$995.)</i> <sup>1</sup>			\$1,965.00 <sup>1</sup>
<b>VK3</b> <sup>1</sup>	Front license bracket <i>Factory Ordered (Dlr provided \$79)</i> <sup>1</sup>			NC <sup>1</sup>
<b>JL1 DB2</b> <sup>1</sup>	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>Factory Receiver Hitch 7 / 4 pin wire connector, Electronic Brake Controller, Draw Bar, 2" Ball, Pin, and Clip.</i> <sup>1</sup>			\$369.00 <sup>1</sup>
<b>JL1 DB2</b> <sup>1</sup>	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>Factory Receiver Hitch 7 / 4 pin wire connector, Electronic Brake Controller, Draw Bar, 2" Ball, Pin, and Clip.</i> <sup>1</sup>			\$369.00 <sup>1</sup>
<b>L-SPOT</b> <sup>1</sup>	Immobilize daytime running lights Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>Unity incandescent left hand spot lamp. - add - (LED - Add \$225 for dealer installed LED bulb)</i> <sup>1</sup>			NA \$520.00 <sup>1</sup>
<b>LR-SPOT</b> <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>Unity incandescent left and right hand hand spot lamp. - add - (LED2 - Add \$450 for dealer installed LED bulbs)</i> <sup>1</sup>			\$1,050.00 <sup>1</sup>
<b>N2</b> <sup>1</sup>	Long bed in lieu of short bed Midbox body option Nitrogen filled tires including spare tire			NA NA \$169.00 <sup>1</sup>
<b>BMR-PU</b> <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for pickup bed) <i>Buyers modular powder coated truck rack, does not include expanded metal basket over cab - add - (2BK - Buyers rack strap (pair) for load securement \$150) - or - (1200ATR - Weather Guard aluminum material rack \$1350, does not include expanded metal basket over cab) - add - (RAILS - Add side rails to the 1200ATR. add \$1065) - add - (CROSS - Add one additional cross member to the 1200ATR add \$225).</i> <sup>1</sup>			\$1,255.00 <sup>1</sup>
<b>WG1450</b> <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for utility body) Single ladder rack side mounted (specify street or curbside) <i>Weather Guard 1450 single side mounted ladder rack for pickup. - or - (WG1425-3 - WeatherGuard Aluminum single side mounted ladder rack for utility bodies. \$1185.)</i> <sup>1</sup>			NA \$950.00 <sup>1</sup>
<b>CGN</b> <sup>1</sup>	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>Factory ordered only thin spray liner. -or- (SOB - Scorpion HD dealer installed spray on bedliner \$579) - add - (UBC - TiteSeal autobody rubberized underbody coating \$650)</i> <sup>1</sup>			\$494.00 <sup>1</sup>

<b>VEHICLE:</b>	Silverado 1500 LD (CC15753)			
<b>DEALER:</b>	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$21,644.00	\$21,644.00	\$21,644.00	\$21,644.00
<b>LEER DCC</b> <sup>1</sup>	Steel truck cap <i>Leer Deluxe Aluminum Commercial Topper (WHITE), 23" High, with codable locks, front picture window, full length side soors with driver and passenger side tool boxes including 1 vertical and 1 horizontal divider, rear lift up door with picture window, ladder rack, 20" 12v LED interior light bar, LED brake light - and - (SWING - Upgrade to double swing barn doors w/ vertical glass on rear in lieu of standard lift up door \$449 **aluminum tops only**)</i> <sup>1</sup>			\$3,480.00 <sup>1</sup>
<b>V76</b> <sup>1</sup>	Tow hooks			\$49.00 <sup>1</sup>
	Trailer tow mirrors			NA
<b>RSF 4</b> <sup>1</sup>	Rainshields - flange style <i>Weather Tech flange style rainshields, four doors. (\$145 for front driver/passenger door glass only)</i> <sup>1</sup>			\$189.00 <sup>1</sup>
<b>WGG</b> <sup>1</sup>	Wrap-around grille guard <i>Westin Sportsman / Sterling vehicle specific wrap around grille guard, add \$300 for Winch Mount Plate.</i> <sup>1</sup>			\$995.00 <sup>1</sup>
<b>RS 4</b> <sup>1</sup>	Vent visors - stick-on style <i>Weather Tech stick on vent visors, four doors. (\$145 for front driver/passenger door glass only)</i> <sup>1</sup>			\$189.00 <sup>1</sup>
<b>K682J</b> <sup>1</sup>	Optional equipment - specify <i>Knapheide 6.5' Utility body for 42" CA. - or - (K682FJ - Knapheide 6.5' flip top utility body for 42" CA \$7475.) (Both include box &amp; bumper credit) - or - (C-100 - Custom Fiberglass Coaches Animal Control Body for 56"CA Includes: Reinforced one-piece molded fiberglass construction, bright white gelcoat high gloss exterior finish, step bumper with tread plate top, SS hardware, 6 animal compartments, sloped floor drainage system, pass-through swing door in the front compartment, storage compartment with rear access, and catch pole holder. SS tube roof rack, fresh air ventilation system vented to each compartment, five molded louver vents in exterior door panels with airflow control vents. L.E.D. lighting in compartments. L.E.D. brake, running and reverse lights **Includes bed credit, freight, and installation** \$15,495) - or - (Upgrade to PRO 6WS7 add \$1620) - add - (HST - hoist at right front compartment \$ 4,120).</i> <sup>1</sup>			\$6,430.00 <sup>1</sup>
<b>3BLS</b> <sup>1</sup>	Optional equipment - specify <i>3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)</i> <sup>1</sup>			\$229.00 <sup>1</sup>
	Optional equipment - specify			NA
	y <i>or y-not, don't be offended by the question.</i> <sup>1</sup>			NA <sup>1</sup>
<b>TEMP-TAG</b> <sup>1</sup>	Temporary tag			\$45.25 <sup>1</sup>
<b>TRANS-TAG</b> <sup>1</sup>	Transfer existing registration (must provide tag number) <i>Includes temp tag &amp; two way overnight shipping for signature.</i> <sup>1</sup>			\$198.85 <sup>1</sup>
<b>NEW-TAG</b> <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) <i>Includes temp tag &amp; two way overnight shipping for signature.</i> <sup>1</sup>			\$248.33 <sup>1</sup>
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
<b>AMW</b> <sup>1</sup>	Warranty - specify <i>All VENDOR INSTALLED aftermarket equipment subject to 1 year parts only warranty FOB Alan Jay Fleet Processing Center, Sebring FL. Reference FSA Contract Terms and Conditions 3.16 - Vendor Installed. - NOTE - (**DISCLAIMER** Manufacturer upgrade packages, options, and descriptions based on information available at time of bid opening and are subject to change by manufacturer without notice.)</i> <sup>1</sup>			Incl. <sup>1</sup>
<b>GS575</b> <sup>1</sup>	Warranty - specify <i>Chevrolet Protection Plan SILVER 5yr or 75,000 miles with disappearing \$100 Deductible -or- (GP575 Chevrolet Protection Plan PLATINUM 5yr or 75,000 miles with disappearing \$100 Deductible \$1856.) *** (ADD \$500 FOR NON-PURSUIT EMERGENCY USE SURCHARGE.) ***</i> <sup>1</sup>			\$1,648.00 <sup>1</sup>

<b>VEHICLE:</b>	Silverado 1500 LD (CC15753)			
<b>DEALER:</b>	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac	Alan Jay Chevrolet Buick GMC Cadillac
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$21,644.00	\$21,644.00	\$21,644.00	\$21,644.00

GP6100 <sup>1</sup>	Warranty - specify <i>Chevrolet Protection Plan PLATINUM 6yr or 100,000 miles with disappearing \$100 Deductible. *** (ADD \$500 FOR          NON-PURSUIT EMERGENCY USE SURCHARGE.) *** 1</i>	\$3,610.00 <sup>1</sup>
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## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **1/2 TON EXTENDED CAB PICKUP TRUCK - 4X2 SPECIFICATION #55**

#### **2019 Chevrolet Silverado 1500 LD (CC15753)**

#### **(Alternate Dealer Option)**

The Chevrolet Silverado 1500 LD (CC15753) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

<b>ZONE:</b>	<b>Western</b>	<b>Northern</b>	<b>Central</b>	<b>Southern</b>
<b>BASE PRICE:</b>	<b>\$22,196.00</b>	<b>\$21,996.00</b>	<b>\$22,096.00</b>	<b>\$22,020.00</b>

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

**NOTE:** An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	Silverado 1500 LD (CC15753) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Auto Nation Chevrolet Pembroke Pines
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,196.00	\$21,996.00	\$22,096.00	\$22,020.00

Order Code	Delete Options	Western & Northern & Central		Southern
		NA	NA	
	AM/FM stereo radio	NA	NA	
	Air conditioning	NA	NA	
	Power Windows and Door Locks	NA	NA	
(PCM) <sup>1</sup>	Keyless Entry	(\$400.00) <sup>1</sup>	\$300.00 <sup>2</sup>	
Delete-PCM <sup>2</sup>	DELETE WT Convenience Package <sup>1</sup> <i>Deletes (PCM) WT Fleet Convenience Package. Will Also Delete Power Lock Tailgate, Power Outside Mirrors And 110V Power Outlet<sup>2</sup></i>			
	Full size spare tire and rim	NA	NA	
(PCM) <sup>1</sup>	Programmed Key Fobs DELETE WT Convenience Package <sup>1</sup>	(\$400.00) <sup>1</sup>	NA	

Order Code	Add Options	Western & Northern & Central		Southern
		NA	Std <sup>2,1</sup>	
L82 <sup>2</sup>	Engine upgrade - specify <i>5.3 Liter V8 Gas Engine With 355 HP—383 Lb/Ft Torque<sup>2</sup></i>	NA	NA	
	Engine upgrade - specify	NA	NA	
	Bi-fuel model - specify	NA	NA	
3K/FOB <sup>2</sup>	CNG model - specify <i>Thrd Key Only Is \$95. For Keyless Open/Start Fob is \$375<sup>2</sup></i>	NA	\$345.00 <sup>2,1</sup>	
	CNG conversion (discuss with dealer)	NA	NA	
	LPG conversion (discuss with dealer)	NA	NA	
	Battery, 650 cca or greater	Std	Std	
	Dual batteries	NA	NA	
	7,700 lbs. GVWR	NA	NA	
JL1 <sup>1</sup>	Electric brake controller	\$273.00 <sup>1</sup>	\$274.00 <sup>2</sup>	
JL1 <sup>2</sup>	Trailer brake controller, integrated <sup>1</sup> <i>Requires (Z82) Trailering Package<sup>2</sup></i>			
	Traction control	Std	Std	
G80 <sup>2</sup>	Limited slip differential <i>Differential, heavy-duty locking rear<sup>1</sup></i> <i>Locking Rear Differential<sup>2</sup></i>	Std <sup>1</sup>	\$394.00 <sup>2</sup>	
	AM/FM radio with single CD	NA	NA	
AZ3 <sup>1</sup>	Bucket seats in lieu of bench seat <i>Seats, front 40/20/40 split-bench, 3-passenger. Available in cloth. Includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets. (Includes (AG1) driver 10-way power seat-adjuster. Requires (H2R) interior trim.)<sup>1</sup></i>	\$433.00 <sup>1</sup>	NA	


<b>VEHICLE:</b>	Silverado 1500 LD (CC15753) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Auto Nation Chevrolet Pembroke Pines
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,196.00	\$21,996.00	\$22,096.00	\$22,020.00
B30 <sup>1</sup>	Carpet in lieu of rubber floor covering		\$98.00 <sup>1</sup>	\$99.00 <sup>2</sup>
B30 <sup>2</sup>	Floor covering, color-keyed carpeting with rubberized vinyl floor mats <sup>1</sup>			
TINT <sup>1</sup>	Deep tinted glass		\$299.00 <sup>1</sup>	Incl. <sup>2</sup>
AKO <sup>2</sup>	Dealer Tint all Windows to Legal Level (ADD \$25 FOR WINDSHIELD STRIP) <sup>1</sup> Included On FSA Spec. Add \$150 For Dealer Installed Tint Film On Front Doors. <sup>2</sup>			
MATS <sup>1</sup>	Floor mats		\$149.00 <sup>1</sup>	Incl. <sup>2</sup>
	Floor mats FITTED FRONT FLOOR LINERS (WEATHERTECH OR EQUIVALENT) (Add \$100 for Front and Rear Floor Liners) <sup>1</sup> Included With B30 <sup>2</sup>			
1LT <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid)		\$3,988.00 <sup>1</sup>	\$3,990.00 <sup>2</sup>
1LT <sup>2</sup>	LT PREFERRED EQUIPMENT GROUP <sup>1</sup> LT Upgrade Package Includes: Carpeted Floor Covering With Carpet Floor Mats, OnStar And Connected Service, Upgraded Driver Information Center With 4.2" Diagonal Color Display, Chevrolet 4G LTE, Sirius XM Radio, HD Radio, Leather Wrapped Steering Wheel With Audio Controls, Deep Tinted Rear Glass, Outside Power Heated Body Color Mirrors, Body Color Body Side Moldings, Chrome Front And Rear Bumpers, Body Color Door Handles, 17" Bright Silver Aluminum Wheels With P255/70R17 Tires, Deluxe Front Bench Seat With 10 Way Power Driver Seat Adjuster, 60/40 Split Folding Rear Seat, Rear Wheelhouse Liners <sup>2</sup>			
UE1 <sup>1</sup>	On-Star		\$173.00 <sup>1</sup>	\$174.00 <sup>2</sup>
UE1 <sup>2</sup>	OnStar and Chevrolet connected services capable <sup>1</sup> OnStar And Chevy Connected Services <sup>2</sup>			
NS <sup>1</sup>	Passenger dome lamp		\$125.00 <sup>1</sup>	Std
	NITESAYER RED/WHITE POLICE DOME LAMP <sup>1</sup>			
U2K <sup>1</sup>	Satellite radio		\$193.00 <sup>1</sup>	NA
	SiriusXM Radio. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Requires (UE1) OnStar. <sup>1</sup>			
	Side air bags		Std	Std
	Sliding rear window		NA	NA
	Speed control		Std	Std
	Tilt steering wheel		Std	Std
RVS <sup>1</sup>	Cab Steps		\$628.00 <sup>1</sup>	\$724.00 <sup>2</sup>
RVQ <sup>2</sup>	Assist steps - 4" Black Round <sup>1</sup> 6" Black Rectangular Assist Steps. Also Available Assist Steps At The Same Price: (RVS) 4" Black Round Assist Steps, (VXH) 6" Chromed Rectangular Assist Steps, (VXJ) 4" Chromed Round Assist Steps. Please Specify Which Are Desired. <sup>2</sup>			
8KW <sup>1</sup>	8,000 lb. winch with remote		\$998.00 <sup>1</sup>	\$1,450.00 <sup>2</sup>
Mile-SEC9500 <sup>2</sup>	Mile Marker 9500# Winch. Requires WGG With Winch Plate. <sup>2</sup>			
ATB <sup>1</sup>	Aluminum tool box		\$495.00 <sup>1</sup>	\$675.00 <sup>2</sup>
ATB <sup>2</sup>				
	Backup alarm, factory installed		NA	NA
BUA <sup>1</sup>	Backup alarm, dealer installed		\$138.00 <sup>1</sup>	\$150.00 <sup>2</sup>
BUA <sup>2</sup>				
VZX <sup>2</sup>	Bedliner		NA	\$354.00 <sup>2</sup>
	Chevrolet Drop In Bedliner <sup>2</sup>			

<b>VEHICLE:</b>	Silverado 1500 LD (CC15753) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Auto Nation Chevrolet Pembroke Pines
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,196.00	\$21,996.00	\$22,096.00	\$22,020.00
BS <sup>1</sup>	Bug shield <i>GM Accessories--Molded Hood Protector <sup>2</sup></i>		\$156.00 <sup>1</sup>	\$250.00 <sup>2</sup>
HAR <sup>1</sup>	Cab shield headache rack (protects back of cab) <i>Sterling <sup>2</sup></i>		\$596.00 <sup>1</sup>	\$895.00 <sup>2</sup>
BB <sup>1</sup> Z82/DB <sup>2</sup>	Class IV hitch and ball <i>Trailer Package includes trailer hitch, 7-pin and 4-pin connectors STD: (BAR AND 2' BALL) <sup>1</sup></i>		\$98.00 <sup>1</sup>	\$495.00 <sup>2</sup>
TON <sup>1</sup> ARE-LS-2 <sup>2</sup>	Daytime running lights Fiberglass tonneau cover (painted to match)		Std \$1,498.00 <sup>1</sup>	Std \$1,950.00 <sup>2</sup>
CHT <sup>1</sup> ARE-MX <sup>2</sup>	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>"Higher Than Cab Topper". Toppers Include Half Slider Side Windows And Single T-Handle Flip Up Rear Window. ARE--I' Series (Cab High) Is \$2000. <sup>2</sup></i>		\$1,798.00 <sup>1</sup>	\$2,600.00 <sup>2</sup>
VK3 <sup>1</sup> VK3 <sup>2</sup>	Front license bracket <i>Must Be Factory Ordered <sup>2</sup></i>		NC <sup>1</sup>	\$39.00 <sup>2</sup>
BB <sup>1</sup>	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>Trailer Package includes trailer hitch, 7-pin and 4-pin connectors STD: (BAR AND 2' BALL) <sup>1</sup></i>		\$98.00 <sup>1</sup>	Std
BB <sup>1</sup>	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>Trailer Package includes trailer hitch, 7-pin and 4-pin connectors STD: (BAR AND 2' BALL) <sup>1</sup></i>		\$98.00 <sup>1</sup>	Std
LHS <sup>1</sup>	Immobilize daytime running lights Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>ADD \$150 FOR LED SPOTLIGHT <sup>1</sup></i>		NA \$396.00 <sup>1</sup>	NA NA
LRHS <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>ADD \$300 FOR LED SPOTLIGHT <sup>1</sup></i>		\$792.00 <sup>1</sup>	NA
	Long bed in lieu of short bed		NA	NA
	Midbox body option		NA	NA
	Nitrogen filled tires including spare tire		NA	NA
PRPU <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for pickup bed)		\$1,296.00 <sup>1</sup>	NA
OHR <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for utility body)		\$1,496.00 <sup>1</sup>	NA
SLR <sup>1</sup>	Single ladder rack side mounted (specify street or curbside)		\$1,296.00 <sup>1</sup>	NA
CGN <sup>1</sup> CGN <sup>2</sup>	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>Factory Applied <sup>2</sup></i>		\$493.00 <sup>1</sup>	\$494.00 <sup>2</sup>
ARE-DCU <sup>2</sup>	Steel truck cap <i>Aluminum Cab High Topper. Full Length Side Doors, 1/2 Rear Door, White With Black Trtm. Single T Handle Rear. No Toolboxes. No Ladder Rack. Unfinished Interior. Custom Paint Extra. <sup>2</sup></i>		NA	\$2,500.00 <sup>2</sup>
V76 <sup>1</sup> V76 <sup>2</sup>	Tow hooks <i>Recovery hooks, front, frame-mounted, black <sup>1</sup></i> <i>Black Recovery Hooks <sup>2</sup></i>		\$49.00 <sup>1</sup>	\$49.00 <sup>2</sup>
RS <sup>1</sup> RS-Flange <sup>2</sup>	Trailer tow mirrors Rainshields - flange style		NA \$126.00 <sup>1</sup>	NA \$185.00 <sup>2</sup>
WGG <sup>1</sup> WGG <sup>2</sup>	Wrap-around grille guard <i>Westin. Add \$300 For Winch Plate To Mount Winch <sup>2</sup></i>		\$1,198.00 <sup>1</sup>	\$1,840.00 <sup>2</sup>



<b>VEHICLE:</b>	Silverado 1500 LD (CC15753) (ALTERNATE DEALERS)			
<b>DEALER:</b>	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Garber Chevrolet Buick GMC, Inc.	Auto Nation Chevrolet Pembroke Pines
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,196.00	\$21,996.00	\$22,096.00	\$22,020.00
VVS <sup>1</sup>	Vent visors - stick-on style		\$126.00 <sup>1</sup>	\$185.00 <sup>2</sup>
RS--Tape <sup>2</sup>				
RC3 <sup>1</sup>	Optional equipment - specify <i>Tires, P265/70R17 all-terrain, blackwall</i> <sup>1</sup>		\$198.00 <sup>1</sup>	NA
C49 <sup>1</sup>	Optional equipment - specify		\$223.00 <sup>1</sup>	\$725.00 <sup>2</sup>
4 Corner <sup>2</sup>	<i>Defogger, rear-window electric</i> <sup>1</sup> <i>Whelan Vertex 4 Corner LED's</i> <sup>2</sup>			
VBJ <sup>1</sup>	Optional equipment - specify <i>Rear Under-seat Storage, composite storage bin</i> <sup>1</sup>		\$253.00 <sup>1</sup>	NA
	y		NA	NA
TTAG <sup>1</sup>	Temporary tag		\$6.00 <sup>1</sup>	\$35.00 <sup>2</sup>
TEMP <sup>2</sup>	<i>Add \$25 if Overnight Shipping Required</i> <sup>1</sup>			
TRANS <sup>1</sup>	Transfer existing registration (must provide tag number) <i>Add \$25 if Overnight Shipping Required</i> <sup>1</sup>		\$86.00 <sup>1</sup>	NA
YTAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)		\$116.55 <sup>1</sup>	\$225.00 <sup>2</sup>
YELLOW	<i>Add \$25 if Overnight Shipping Required</i> <sup>1</sup>			
HARD PLATE <sup>2</sup>	<i>Includes Paper Title</i> <sup>2</sup>			
	Maintenance Plan - specify <i>Please contact Dealer for Latest Maintenance Plan Options and Prices</i> <sup>1</sup>		NA <sup>1</sup>	NA
	Maintenance Plan - specify		NA	NA
	Maintenance Plan - specify		NA	NA
CPP--5/75 <sup>2</sup>	Warranty - specify <i>Please contact Dealer for Latest Warranty Options and Prices</i> <sup>1</sup> <i>Chevrolet Protection Plan 5 Years/75,000 Miles Platinum Plan \$0 Deductible.</i> <sup>2</sup>		NA <sup>1</sup>	\$2,035.00 <sup>2</sup>
CPP--5/100 <sup>2</sup>	Warranty - specify <i>Chevrolet Protection Plan 5 Years/100,000 Miles Platinum Plan \$0 Deductible.</i> <sup>2</sup>		NA	\$2,960.00 <sup>2</sup>
CPP--6/100 <sup>2</sup>	Warranty - specify <i>Chevrolet Protection Plan 6 Years/100,000 Miles Platinum Plan \$0 Deductible.</i> <sup>2</sup>		NA	\$3,580.00 <sup>2</sup>

# PUBLIC WORKS DEPARTMENT REQUEST FOR PURCHASE ORDER

<b>Date:</b>	10/17/2018	<b>Account No.:</b>	501-2515-591.64-31		<b>P.O. #:</b>		
<b>Justification:</b>	FSA Contract specification #13				<b>Requested By:</b>	Bill Darty	
<b>Department Head Approval:</b>					Circle All that Apply		
<b>Division Head /Supervisor Approval:</b>					<b>RF</b>	<b>Cap. Outlay</b>	
<b>Division Charged:</b>	Fleet Replacement	<b>Other:</b>	Public Works Parks			<b>Replacing: 562</b>	
<b>Vendor:</b>	Orlando Freightliner	<b>No.</b>		<b>Contact Person:</b>	Bob Scharpnick		
<b>Address:</b>				<b>Fed ID #:</b>			
<b>City:</b>		<b>State:</b>		<b>Fax #:</b>	407-291-8408		
<b>Phone:</b>	407-509-6651			<b>email</b>	BScharpnick@orlandofreightliner.com		
<b>QTY</b>	<b>PRICE</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>COLOR</b>	<b>SIZE</b>	<b>TOTAL</b>
1	\$39,362.00	Each	Freightliner M2 106	13	White		\$39,362.00
1	\$55,462.00	Each	Options per quote	Per quote			\$55,462.00
<b>Price Quote</b>			<b>Vendor Name</b>				
					<b>TOTAL</b>		<b>\$94,824.00</b>

**Orlando Freightliner Inc.  
2455 S. Orange Blossom Trail  
Apopka Fl. 32703  
407-295-3846 ext 122  
407-291-8408 fax  
407-509-6651 cell**

*P.W. Parks  
562*

**To City of Boynton Beach/Bill Darty**

**Orlando Freightliner is pleased to quote the following  
Freightliner M2 106 via the 2017-2018 Florida Sheriffs  
Association bid #FSA17-VEH15.0**

<b>Spec #13</b>		<b>\$39,362.00</b>
<b>342-582B</b>	<b>see attachment 1 for specifications</b>	<b>\$26,472.00</b>
<b>452-001</b>		<b>\$ 673.00</b>
<b>532-002</b>		<b>\$ 477.00</b>
<b>CHIPPER</b>		<b>\$27,840.00</b>

<b>Total</b>	<b>\$94,824.00</b>
--------------	--------------------

**Sincerely,**

**Bob Scharpnick  
Municipal Sales  
Orlando Freightliner  
Isuzu Truck of Ocala**

 (<https://www.facebook.com/floridasheriffsassociation/>)



FLORIDA SHERIFFS  
ASSOCIATION

(<https://www.flsheriffs.org/>)

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**Renew Membership** (<https://membership.flsheriffs.org/2017-Membership-LP.html#Choose>)

## PURCHASING PROGRAM

« [Back to Main Purchasing Page \(https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program\)](https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program)

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## FSA18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT

**Effective October 1, 2018 – September 30, 2019**

The Florida Sheriffs Association first procured the Cab & Chassis and Heavy Equipment Contract in 2003. Since then it has grown to one of the premier large truck and equipment contracts for public works, parks and recreation, educational institutes and many others.

For details of the products available, review the category you are seeking to purchase. Simply select the drop-down arrow and locate the vehicle of choice. The vehicle links will take you to pages that are solely dedicated to the bid award for that commodity. Continue to scroll the bottom of the page and find a link to all the bid supporting bid documents.



ORDERING INSTRUCTIONS ([HTTPS://S3.AMAZONAWS.COM/FSA-PURCHASING-2017/ORDERING-INSTRUCTIONS-V10-19-17.PDF](https://s3.amazonaws.com/fsa-purchasing-2017/ordering-instructions-v10-19-17.pdf))

VENDOR DIRECTORY  
([/UPLOADS/DOCS/16.0\\_AWARDED\\_VENDOR\\_DIRECTORY\\_101718.PDF](#))

## Products and Services Available

Prepared for:  
 Bill Darty  
 City of Boynton Beach  
 222 NE 9th Avenue  
 Boynton Beach, FL 33425  
 Phone: 561-742-6215

Prepared by:  
 Bob Scharpnick  
 ORLANDO FREIGHTLINER  
 2455 S. ORANGE BLOSSOM TRAIL  
 APOPKA, FL 32703  
 Phone: 4072953846

## S P E C I F I C A T I O N   P R O P O S A L

Data Code	Description
<b>Price Level</b>	
PRL-18M	M2 PRL-18M (EFF:04/17/18)
<b>Data Version</b>	
DRL-024	SPECPRO21 DATA RELEASE VER 024
<b>Vehicle Configuration</b>	
001-172	M2 106 CONVENTIONAL CHASSIS
004-218	2018 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
<b>General Service</b>	
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-002	PICKUP AND DELIVERY/SHORT HAUL SERVICE
A84-1GF	GENERAL FREIGHT BUSINESS SEGMENT
AA4-001	GENERAL FREIGHT COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-091	MEDIUM TRUCK WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs



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Data Code	Description
<b>Truck Service</b>	
AA3-001	DRY VAN BODY
A88-99D	EXPECTED TRUCK BODY LENGTH : 26.0 ft
AE2-99D	EXPECTED TRUCK BODY WIDTH : 102.0 in
AF3-169	PETERSEN INDUSTRIES
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
<b>Engine</b>	
101-21X	CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
<b>Electronic Parameters</b>	
79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
<b>Engine Equipment</b>	
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
133-004	ONE PIECE VALVE COVER
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS



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Data Code	Description
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
87P-998	NO CAB AUXILIARY POWER WIRING
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-052	RH STANDARD HORIZONTAL TAILPIPE
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
266-100	700 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE





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Data Code	Description
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH

#### Transmission

342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	---

#### Transmission Equipment

343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED



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Data Code	Description
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

#### Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	SYNTHETIC 75W-80 FRONT AXLE LUBE

#### Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION



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Data Code	Description
410-001	FRONT SHOCK ABSORBERS
<b>Rear Axle and Equipment</b>	
420-1C8	DETROIT DA-RS-21.0-4 21,000# R-SERIES SINGLE REAR AXLE
421-614	6.14 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
451-023	CONMET CAST IRON REAR BRAKE DRUMS
440-006	REAR OIL SEALS
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE
<b>Rear Suspension</b>	
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
621-001	SPRING SUSPENSION - NO AXLE SPACERS
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
439-001	REAR SHOCK ABSORBERS - ONE AXLE
<b>Brake System</b>	
018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE

Prepared for:  
 Bill Darty  
 City of Boynton Beach  
 222 NE 9th Avenue  
 Boynton Beach, FL 33425  
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Prepared by:  
 Bob Scharnick  
 ORLANDO FREIGHTLINER  
 2455 S. ORANGE BLOSSOM TRAIL  
 APOPKA, FL 32703  
 Phone: 4072953846

Data Code	Description
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER
479-012	AIR DRYER MOUNTED UNDER HOOD
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

#### Trailer Connections

296-025	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN ABS
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT

#### Wheelbase & Frame

545-475	4750MM (187 INCH) WHEELBASE
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
552-007	2450MM (96 INCH) REAR FRAME OVERHANG
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 121.45 In
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 118.45 In
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 322.48
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 121.45 In
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 99.23 In
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 101.76 In
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)



Prepared for:  
 Bill Darty  
 City of Boynton Beach  
 222 NE 9th Avenue  
 Boynton Beach, FL 33425  
 Phone: 561-742-6215

Prepared by:  
 Bob Scharpnick  
 ORLANDO FREIGHTLINER  
 2455 S. ORANGE BLOSSOM TRAIL  
 APOPKA, FL 32703  
 Phone: 4072953846

Data Code	Description
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER
<b>Chassis Equipment</b>	
558-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
<b>Fuel Tanks</b>	
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
216-020	EQUIFLO INBOARD FUEL SYSTEM
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
<b>Tires</b>	
093-1P2	CONTINENTAL HSL2 11R22.5 14 PLY RADIAL FRONT TIRES
094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES
<b>Hubs</b>	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
<b>Wheels</b>	
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS

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Data Code	Description
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
<b>Cab Exterior</b>	
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
678-001	LH AND RH GRAB HANDLES
646-009	PAINTED PLASTIC GRILLE
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
302-001	(5) AMBER MARKER LIGHTS
311-001	DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-003	MANUAL DOOR WINDOW REGULATORS
663-013	TINTED WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

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Data Code	Description
<b>Cab Interior</b>	
707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-014	DOMelight WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-036	VINYL WITH VINYL INSERT DRIVER SEAT
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL

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Data Code	Description
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
721-001	97 DB BACKUP ALARM
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER



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Data Code	Description
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
162-011	IDLE LIMITER, ELECTRONIC ENGINE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

#### Design

065-000 PAINT: ONE SOLID COLOR

#### Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC  
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT  
 962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX  
 963-003 STANDARD E COAT/UNDERCOATING

#### Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

#### Dealer Installed Options

		Weight Front	Weight Rear
CHIP	16' CHIPPER BODY 60" SIDES HALF ROOF 30" TAIL GATE, 25 TON PINTLE HITCH	0	0



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Total Dealer Installed Options	0 lbs	0 lbs
--------------------------------	-------	-------





TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.  
Ox Bodies | Crystal | DuraClean | Ragby | J-Craft | Hardee

Ox Bodies INC  
719 Columbus Street East  
PO Box 886  
Fayette AL 35555  
USA  
800-844-2519

End User: UNKNOWN  
Customer: 14273

Bob Scharpnick  
ORLANDO FREIGHTLINER INC  
2455 S ORANGE BLOSSOM TRAIL  
APOPKA FL 32703  
USA

Phone: 407-295-3846

Fax: 407-291-3481

Taken By: Kevin Griggs

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA01013035	Net 30 Days	10/11/2018	11/10/2018	RAY VANDYKE	USD

UM	Quantity	Item	Description
EA	1.00	1486290	16 FT. CHIPPER BODY

16 FT CHIPPER BODY  
LONGSILLS 2 X 8 RT W.1.5 X 3 RT 16" CL  
SIDE 60" 10GA  
REMOVABLE 12" 10GA TOP\*\*\*\*\*COVER ONLY HALF OF BODY\*\*\*\*\*  
FLOOR 3/16"  
TAILGATE 30" 10GA OPEN FROM CENTER — 7. drop.  
HYD. TANK INCLUDED WITH HOIST  
REAR HINGE: WITH HOIST  
SCISSOR HOIST: LR-26C Scissor  
TAILGATE 30" 10GA OPEN FROM CENTER  
PAINT WHITE

LADDER BOX

COAL TAR EPOXY INTERIOR

Control Tower: WITH HOIST  
PUMP: WITH HOIST  
PTO: 280GKFJP-B5RK  
Mud Flaps: 1266937-36" Mud Flaps Anti Sail W/Gravel Guard W/Lighted Tag Bracket  
Back Up Alarm: 1248915-Back-Up Alarm  
Light Kit: 1252641-LIGHT KIT STD CAB 16-17.5LG GENERIC INSTALL  
Truck Model: unknown

\*

\*

EA	1.00	1898663	TOOL BOX 18 X 18 X 36 -PN 1702105-INST
EA	1.00	1250121	HITCH 22" 25TON 7-PIN INSTALL
EA	1.00	1250067	ELECTRIC BRAKE CONTROL INSTALL
EA	1.00	2154165	130" BACKUP CAMERA W/18 INFRA-RED-INST



Parks

## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>30,000 LB GVWR CAB &amp; CHASSIS (DUAL REAR WHEEL) - 4X2 (Specification #13)</u>			
Truckmax, Inc	2019 Hino 338	Western	\$60,991.00
ALT - Rush Truck Center - Tampa	2019 Hino 338	Western	\$63,808.00
Truckmax, Inc	2019 Hino 338	Northern	\$60,991.00
ALT - Rush Truck Center - Tampa	2019 Hino 338	Northern	\$63,808.00
Truckmax, Inc	2019 Hino 338	Central	\$60,991.00
ALT - Rush Truck Center - Tampa	2019 Hino 338	Central	\$63,808.00
Truckmax, Inc	2019 Hino 338	Southern	\$60,991.00
	2019 Hino 338	Southern	— NB —
Palmetto Truck Center	2019 Ford F-750 (F7D)	Western	\$47,500.00
ALT - Bozard Ford	2019 Ford F-750 (F7D)	Western	\$48,278.00
Palmetto Truck Center	2019 Ford F-750 (F7D)	Northern	\$47,500.00
ALT - Bozard Ford	2019 Ford F-750 (F7D)	Northern	\$48,278.00
Palmetto Truck Center	2019 Ford F-750 (F7D)	Central	\$47,500.00
ALT - Duval Ford LLC	2019 Ford F-750 (F7D)	Central	\$49,890.00
Palmetto Truck Center	2019 Ford F-750 (F7D)	Southern	\$47,500.00
ALT - Duval Ford LLC	2019 Ford F-750 (F7D)	Southern	\$49,890.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Western	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Western	\$40,499.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Northern	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Northern	\$40,499.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Central	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Central	\$40,499.00
Lou Bachrodt Freightliner	2019 Freightliner M2	★ Southern	\$35,750.00
ALT - Orlando Freightliner	2019 Freightliner M2	Southern	\$40,499.00
Maudlin International Trucks	2019 International MV	Western	\$64,750.00
	2019 International MV	Western	— NB —
Maudlin International Trucks	2019 International MV	Northern	\$63,750.00

Sun State International Trucks, LLC ALT - Maudlin International Trucks Rechtiem International Trucks, Inc.	2019 International MV	Northern	-- NB --
	2019 International MV	Central	\$63,450.00
	2019 International MV	Central	\$63,750.00
	2019 International MV	Southern	\$62,700.00
	2019 International MV	Southern	-- NB --
Kenworth of Jacksonville	2019 Kenworth T370	Western	\$69,423.00
	2019 Kenworth T370	Western	-- NB --
Kenworth of Jacksonville	2019 Kenworth T370	Northern	\$69,173.00
	2019 Kenworth T370	Northern	-- NB --
Kenworth of Central Florida	2019 Kenworth T370	Central	\$71,000.00
	2019 Kenworth T370	Central	-- NB --
Kenworth of South Florida	2019 Kenworth T370	Southern	\$71,923.00
	2019 Kenworth T370	Southern	-- NB --
Nextran	2019 Mack MHD	Western	\$90,980.00
	2019 Mack MHD	Western	-- NB --
Nextran	2019 Mack MHD	Northern	\$90,980.00
	2019 Mack MHD	Northern	-- NB --
Nextran	2019 Mack MHD	Central	\$90,980.00
	2019 Mack MHD	Central	-- NB --
Nextran	2019 Mack MHD	Southern	\$90,980.00
	2019 Mack MHD	Southern	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 337	Western	\$69,954.00
	2019 Peterbilt 337	Western	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 337	Northern	\$69,954.00
	2019 Peterbilt 337	Northern	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 337	Central	\$69,954.00
	2019 Peterbilt 337	Central	-- NB --
Palm Truck Center	2019 Peterbilt 337	Southern	\$71,042.00
	2019 Peterbilt 337	Southern	-- NB --
Southport Truck Group	2019 Western Star 4700	Western	\$72,440.00
	2019 Western Star 4700	Western	-- NB --
Southport Truck Group	2019 Western Star 4700	Northern	\$73,440.00
	2019 Western Star 4700	Northern	-- NB --
Southport Truck Group	2019 Western Star 4700	Central	\$73,440.00
	2019 Western Star 4700	Central	-- NB --
Southport Truck Group	2019 Western Star 4700	Southern	\$73,440.00
	2019 Western Star 4700	Southern	-- NB --



**FLORIDA SHERIFFS ASSOCIATION  
& FLORIDA ASSOCIATION OF COUNTIES**

**30,000 LB GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2  
SPECIFICATION #13**

**2019 Freightliner M2**

**(Alternate Dealer Option)**

The Freightliner M2 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	<b>M2 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00

Order Code	Delete Options	All Zones
342-1CB <sup>1</sup>	Gas engine in lieu of diesel	NA
	Provide 6 speed manual with base engine - specify	(\$1,141.00) <sup>1</sup>
	Provide 7 speed manual with base engine - specify	NA
	Air brakes if compatible with transmission	NA
	Wheel seals	NA
	AM/FM stereo radio	Std
	Satellite radio	NA
	On-Star	NA
	Power Take Off (PTO)	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA

Order Code	Add Options	All Zones
101-21N <sup>1</sup>	Engine/transmission upgrade - specify <i>270HP L9 3500RDS 33000 GVWR OPTION <sup>1</sup></i>	\$21,649.00 <sup>1</sup>
101-22P <sup>1</sup>	Engine/transmission upgrade - specify <i>300HP L9 3500RDS 33000 GVWR OPTION <sup>1</sup></i>	\$22,535.00 <sup>1</sup>
101-22R <sup>1</sup>	Engine/transmission upgrade - specify <i>330HP L9 3500RDS 33000 GVW OPTION <sup>1</sup></i>	\$24,069.00 <sup>1</sup>
206-150 <sup>1</sup>	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
	Bi-fuel model - specify	NA
	CNG prep - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Engine hour meter	Std
	Trans oil temp meter	Std
	Allison authorized synthetic oil, TES 295 or equivalent (required for extended warranty)	Std
	Premium hoses	Std
	Dual 45 gallon fuel tanks	\$859.00 <sup>1</sup>

<b>VEHICLE:</b>	<b>M2 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00
	Air dryers			Std
417-006 <sup>1</sup>	Moisture ejectors			\$81.00 <sup>1</sup>
452-001 <sup>1</sup>	Driver controlled differential lock			\$673.00 <sup>1</sup>
	Power windows, only			NA
654-011 <sup>1</sup>	Power windows/door locks			\$316.00 <sup>1</sup>
	Speed control			Std
	Tilt steering wheel			NA
532-002 <sup>1</sup>	Telescopic and tilt steering wheel			\$477.00 <sup>1</sup>
746-1b4 <sup>1</sup>	AM/FM radio with single CD			\$553.00 <sup>1</sup>
	Side air bags			NA
3K <sup>1</sup>	Third key			\$17.00 <sup>1</sup>
373-038 <sup>1</sup>	Upgrade to 4x4 (specify factory or after market)			\$49,252.00 <sup>1</sup>
	Model upgrade - specify			NA
	Model upgrade - specify			NA
829-079 <sup>1</sup>	Crew cab (84" CA)			\$13,133.00 <sup>1</sup>
829-075 <sup>1</sup>	Super cab (84" CA)			\$8,356.00 <sup>1</sup>
	Cutaway cab			NA
744-103 <sup>1</sup>	Optional cab and chassis equipment - specify <i>bright lighted heated mirrors</i> <sup>1</sup>			\$402.00 <sup>1</sup>
016-1C2 <sup>1</sup>	Optional cab and chassis equipment - specify <i>vertical exhaust</i> <sup>1</sup>			\$822.00 <sup>1</sup>
756-1j3 <sup>1</sup>	Optional cab and chassis equipment - specify <i>air ride drivers seat</i> <sup>1</sup>			\$211.00 <sup>1</sup>
650-008 <sup>1</sup>	Optional cab and chassis equipment - specify <i>air ride cab</i> <sup>1</sup>			\$120.00 <sup>1</sup>
	Optional cab and chassis equipment - specify			NA
316-035 <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>Factory Installed</i> <sup>1</sup>			\$824.00 <sup>1</sup>
316-033 <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>Factory Installed</i> <sup>1</sup>			\$1,359.00 <sup>1</sup>
	Vent visors - stick-on style			NA
	Rainshields - flange style			NA
	Spray-in liner (Rhino, Line-X or approved equivalent)			NA
tool box <sup>1</sup>	Knapheide under body tool boxes or approved equivalent <i>18X18X24</i> <sup>1</sup>			\$805.00 <sup>1</sup>
74B-080 <sup>1</sup>	Fender or cowl mounted convex mirrors			\$137.00 <sup>1</sup>
727-1AH <sup>1</sup>	Airhorn			\$103.00 <sup>1</sup>
720-002 <sup>1</sup>	Safety kit, fire extinguishers & triangles			\$62.00 <sup>1</sup>



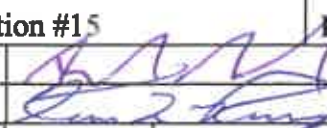

<b>VEHICLE:</b>	<b>M2 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00
629-004 <sup>1</sup>	Front stabilizer bars			\$463.00 <sup>1</sup>
	Rear shock absorbers			NA
622-1MG <sup>1</sup>	Auxiliary rear springs			\$167.00 <sup>1</sup>
122-1J1 <sup>1</sup>	Heated fuel water separator			\$26.00 <sup>1</sup>
	Tractor brake package (30,000 GVWR only)			NA
25TONPINTLE <sup>1</sup>	Trailer towing package - specify <i>REQUIRES 019-001 AND 33000 GVWR OPTION <sup>1</sup></i>			\$1,836.00 <sup>1</sup>
019-001 <sup>1</sup>	Trailer towing package for air operated trailer brakes <i>REQUIRES 33000 GVW OPTION <sup>1</sup></i>			\$1,082.00 <sup>1</sup>
EBC <sup>1</sup>	Trailer towing package for electric operated trailer brakes <i>ELECTRIC BRAKE CONTROL <sup>1</sup></i>			\$400.00 <sup>1</sup>
590-001 <sup>1</sup>	Mud flaps			\$45.00 <sup>1</sup>
511-1F2 <sup>1</sup>	Full size spare tire & rim			\$780.00 <sup>1</sup>
794-001 <sup>1</sup>	Jack and wheel wrench			\$203.00 <sup>1</sup>
	Nitrogen filled tires including spare tire			NA
511-001 <sup>1</sup>	Daytime running lights			\$17.00 <sup>1</sup>
	Immobilize daytime running lights			Std
6132 <sup>1</sup>	Knapheide 6132 utility body or approved equivalent (requires 84" CA)			\$11,350.00 <sup>1</sup>
	Heil 2-3 yd. dump body with manual ground control tarp or approved equivalent (requires 84" CA)			NA
5YDDUMP <sup>1</sup>	5 yd. dump with manual ground control tarp (requires 84" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$19,587.00 <sup>1</sup>
12STAKE <sup>1</sup>	12 ft. flat stake body with 40" sides all around (requires 84" CA)			\$13,238.00 <sup>1</sup>
12CONTRACT <sup>1</sup>	12 ft. contractors dump with manual ground control tarp, 14" sides (requires 84" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$21,120.00 <sup>1</sup>
14STAKE <sup>1</sup>	14 ft. flat stake body with 40" sides all around (requires 108" CA)			\$14,084.00 <sup>1</sup>
14CONTRACT <sup>1</sup>	14 ft. contractors dump with manual ground control tarp, 14" sides (requires 108" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$21,120.00 <sup>1</sup>
16STAKE <sup>1</sup>	16 ft. flat stake body with 40" sides all around (requires 120" CA)			\$14,862.00 <sup>1</sup>
16CONTRACT <sup>1</sup>	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$21,505.00 <sup>1</sup>
18STAKE <sup>1</sup>	18 ft. flat stake body with 40" sides all around (requires 138" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$15,852.00 <sup>1</sup>
	19 ft. rollback wrecker with wheel lift (requires 120" CA)			NA
20STAKE <sup>1</sup>	20 ft. flat stake body with 40" sides all around (requires 156" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$15,886.00 <sup>1</sup>
20VAN <sup>1</sup>	20 ft. van roll up door (requires 156" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$16,505.00 <sup>1</sup>
24VAN <sup>1</sup>	24 ft. van roll up door (requires 186" CA) <i>REQUIRES 33000 GVWR OPTION <sup>1</sup></i>			\$18,908.00 <sup>1</sup>

<b>VEHICLE:</b>	<b>M2 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00
24STAKE <sup>1</sup>	24 ft. flat stake body with 40" sides all around (requires 186" CA) REQUIRES 33000 GVWR OPTION <sup>1</sup>			\$16,107.00 <sup>1</sup>
TL3 <sup>1</sup>	Optional body - specify Petersen Industries Lighting Loader-quadstick controls-1824 body-tool box-tarp-LED flashers in rear corner posts-add \$3331 FOR 2030 BODY-\$4995 for Hardox 1824 body material-add \$5995 for 2030 Hardox body-2030 requires 37000GVWR option-ADD \$47900 FOR ROUTE ASST-ROUTE ASSISTANT REQUIRES 37000 GVWR <sup>1</sup>			\$75,349.00 <sup>1</sup>
RS3 <sup>1</sup>	Optional body - specify Petersen Industries rear steer <sup>1</sup>			\$101,900.00 <sup>1</sup>
GS5735D <sup>1</sup>	Optional body - specify G-S PRODUCTS 35 YARD RECYCLE BODY-REQUIRES 33000 GVWR OPTION <sup>1</sup>			\$83,900.00 <sup>1</sup>
GS5738D <sup>1</sup>	Optional body - specify G-S PRODUCTS 38 YARD RECYCLE BODY-REQUIRES 37000 GVWR OPTION <sup>1</sup>			\$84,900.00 <sup>1</sup>
HDIND <sup>1</sup>	Optional body - specify HD INDUSTRIES POT HOLE PATCHER-FOR ALL ELECTRIC MODEL ADD \$10973 <sup>1</sup>			NA \$90,885.00 <sup>1</sup>
TRASHDUMP <sup>1</sup>	Optional body - specify 20 FOOT 32CY TRASH DUMP-REQUIRES MINIMUM 35000 GVWR OPTION <sup>1</sup>			\$27,945.00 <sup>1</sup>
PAC MAC <sup>1</sup>	Optional body - specify PAC MAC KB20 TRASH LOADER 1824 BODY-JOY STICK CONTROLS-ADD \$5925 FOR HARDOX MATERIAL-\$3300 FOR 30CY BODY-ADD\$1500.00 FOR ELECTRIC TARP <sup>1</sup>			\$72,900.00 <sup>1</sup>
	Powder coating for utility body			NA
545-442 <sup>1</sup>	108" cab to axle			\$197.00 <sup>1</sup>
545-475 <sup>1</sup>	120" cab to axle			\$871.00 <sup>1</sup>
545-517 <sup>1</sup>	138" cab to axle			\$871.00 <sup>1</sup>
545-595 <sup>1</sup>	156" cab to axle			\$1,511.00 <sup>1</sup>
545-625 <sup>1</sup>	180" cab to axle			\$1,511.00 <sup>1</sup>
545-640 <sup>1</sup>	186" cab to axle			\$1,839.00 <sup>1</sup>
	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices			NA
	33,000 GVWR Pck. - minimum 230 HP, 5 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices			NA
33000GVW1 <sup>1</sup>	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3000RDS), or approved equivalent - see optional wheelbase prices 300HP-3500RDS <sup>1</sup>			\$30,543.00 <sup>1</sup>
33000GVW2 <sup>1</sup>	33,000 GVWR Pck. - minimum 230 HP, 6 speed automatic transmission (3500RDS), or approved equivalent - see optional wheelbase prices 300HP-3500RDS <sup>1</sup>			\$30,463.00 <sup>1</sup>
400-103 <sup>1</sup>	33,000 GVWR factory approved 4WD			\$49,252.00 <sup>1</sup>
545-442-33000 <sup>1</sup>	33,000 GVWR 108" CA			\$30,660.00 <sup>1</sup>
545-475-33000 <sup>1</sup>	33,000 GVWR 120" CA			\$31,339.00 <sup>1</sup>
545-595-33000 <sup>1</sup>	33,000 GVWR 156" CA			\$31,974.00 <sup>1</sup>

VEHICLE:	M2 (ALTERNATE DEALERS)			
DEALER:	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00
545-625-33000 <sup>1</sup>	33,000 GVWR 180" CA			\$31,974.00 <sup>1</sup>
545-640 <sup>1</sup>	33,000 GVWR 186" CA			\$31,974.00 <sup>1</sup>
35000 <sup>1</sup>	GVWR and CA upgrade - specify 12k Front 23k Rear 300HP 3500RDS <sup>1</sup>			\$18,103.00 <sup>1</sup>
37600 <sup>1</sup>	GVWR and CA upgrade - specify 14600 front 23k Rear 300HP 3500RDS <sup>1</sup>			\$20,713.00 <sup>1</sup>
39000 <sup>1</sup>	GVWR and CA upgrade - specify 16k Front 23k Rear 300HP 3500RDS <sup>1</sup>			\$22,778.00 <sup>1</sup>
	GVWR and CA upgrade - specify			NA
	GVWR and CA upgrade - specify			NA
	GVWR and CA upgrade - specify			NA
	GVWR and CA upgrade - specify			NA
	GVWR and CA upgrade - specify			NA
2KTUCKAWAY <sup>1</sup>	2,000 lb. lift gate WALTCO C-20 OR EQUIVALENT <sup>1</sup>			\$5,727.00 <sup>1</sup>
GPT3 <sup>1</sup>	3,000 lb. lift gate MAXON GPTLR-33 <sup>1</sup>			\$12,900.00 <sup>1</sup>
794-001 <sup>1</sup>	12 ton jack cab mounted, if available			\$199.00 <sup>1</sup>
	Auto Crane 50K-22 crane body with shelf package, 24" bumper with crank outriggers, or approved equivalent			NA
	Auto Crane 6006EH electric hydraulic crane, boom support & chassis springs, or approved equivalent			NA
	Auto Crane hydraulic outriggers, or approved equivalent			NA
	Auto Crane 6406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent			NA
	Auto Crane 8406 hydraulic crane, reservoir, PTO and pump, boom support & chassis springs, or approved equivalent			NA
721-001 <sup>1</sup>	Backup alarm - Factory Installed			\$50.00 <sup>1</sup>
	Backup alarm - Dealer Installed			NA
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed DEALER INSTALLED <sup>1</sup>			\$1,350.00 <sup>1</sup>
CORNERSTROBE <sup>1</sup>	Optional equipment - specify WHELEN CSP60 OR APPROVED EQUIVELANT <sup>1</sup>			\$1,490.00 <sup>1</sup>
VIPOR13RL <sup>1</sup>	Optional equipment - specify NEWAY VIPOR 13CY REAR LOADER <sup>1</sup>			\$56,900.00 <sup>1</sup>
VIPOR20RL <sup>1</sup>	Optional equipment - specify NEWAY VIPOR 20CY REAR LOADER <sup>1</sup>			\$60,500.00 <sup>1</sup>
COBRA20RL <sup>1</sup>	Optional equipment - specify			\$61,660.00 <sup>1</sup>

<b>VEHICLE:</b>	<b>M2 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$40,499.00	\$40,499.00	\$40,499.00	\$40,499.00
H20TANK <sup>1</sup>	Optional equipment - specify 2300 GALLON SELF LOADING WATER TANK FRONT AND REAR ADJ SPRAY HEADS-ELECTRIC TURRET WITH IN CAB CONTROLS-REQUIRES 33000GVW OPTION <sup>1</sup>			\$49,850.00 <sup>1</sup>
	Optional equipment - specify			NA
16TRASH <sup>1</sup>	Optional equipment - specify 16' TRASH DUMP WITH ELECTRIC TARP-REQUIRES 33000 GVW OPTION <sup>1</sup>			\$26,989.00 <sup>1</sup>
CHIPPER <sup>1</sup>	Optional equipment - specify 14' CHIPPER BODY 60"HX12" REMOVEABLE TOP <sup>1</sup>			\$27,840.00 <sup>1</sup>
SURHD <sup>1</sup>	Optional equipment - specify STAND UP RIGHT HAND DRIVE <sup>1</sup>			\$29,900.00 <sup>1</sup>
REFRVAN <sup>1</sup>	Optional equipment - specify 26' REFRIGERATED VAN WITH THERMO KING T880R COOLING UNIT-REQUIRES 33000 GVW OPTION <sup>1</sup>			\$63,900.00 <sup>1</sup>
LOADMASTER <sup>1</sup>	Optional equipment - specify LEGACY3 20CY REAR LOADER REQUIRES 33000 GVW OPTION 25CY ADD 3900 AND 39000 GVWR OPTION <sup>1</sup>			\$63,900.00 <sup>1</sup>
vactank <sup>1</sup>	Optional equipment - specify 2500 gallon steel septic tank-Masport Titan 400 CFM pump <sup>1</sup>			\$49,900.00 <sup>1</sup>
6133HC <sup>1</sup>	Optional equipment - specify 6133HC LINE BODY-BACKUP CAMERA-ADJ SHELVES <sup>1</sup>			\$34,900.00 <sup>1</sup>
	Optional equipment - specify			NA
	Optional equipment - specify			NA
TEMP <sup>1</sup>	Temporary tag			\$3.00 <sup>1</sup>
TRANSFER <sup>1</sup>	Transfer existing registration (must provide tag number) VARIES BY GVW <sup>1</sup>			NA <sup>1</sup>
NEWTAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) VARIES BY GVW AND MONTH <sup>1</sup>			NA <sup>1</sup>
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
BASE <sup>1</sup>	Warranty - specify 2 YEARS UNLIMITED <sup>1</sup>			Std <sup>1</sup>
TC45200 <sup>1</sup>	Warranty - specify 5 YEAR OR 200K MILES, WHICHEVER COMES FIRST BASE VEHICLE COVERAGE <sup>1</sup>			\$2,200.00 <sup>1</sup>
TOW2 <sup>1</sup>	Warranty - specify 2 YEARS TOWING, MAX \$350 PER OCCURANCE <sup>1</sup>			\$400.00 <sup>1</sup>
DIESEL <sup>1</sup>	Diesel Warranty - specify 3 YEARS UNLIMITED MILES <sup>1</sup>			Std <sup>1</sup>
HD15200 <sup>1</sup>	Diesel Warranty - specify 5 YEARS OR 200K MILES, WHICHEVER COMES FIRST BASE ENGINE COVERAGE <sup>1</sup>			\$1,100.00 <sup>1</sup>
	Diesel Warranty - specify			NA

# PUBLIC WORKS DEPARTMENT REQUEST FOR PURCHASE ORDER

<b>Date:</b>	10/17/2018	<b>Account No.:</b>	501-2515-591.64-31		<b>P.O. #:</b>		
<b>Justification:</b>	FSA Contract specification #15			<b>Requested By:</b>	Bill Darty		
<b>Department Head Approval:</b>				Circle All that Apply			
<b>Division Head /Supervisor Approval:</b>				<b>RF</b>	<b>Cap. Outlay</b>		
<b>Division Charged:</b>	Fleet Replacement	<b>Other:</b>	Public Works Streets		<b>Replacing: 46</b>		
<b>Vendor:</b>	Orlando Freightliner	<b>No.</b>		<b>Contact Person:</b>	Bob Scharpnick		
<b>Address:</b>				<b>Fed ID #:</b>			
<b>City:</b>		<b>State:</b>		<b>Fax #:</b>	407-291-8408		
<b>Phone:</b>	407-509-6651			<b>email</b>	BScharpnick@orlandofreightliner.com		
<b>QTY</b>	<b>PRICE</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>COLOR</b>	<b>SIZE</b>	<b>TOTAL</b>
1	\$65,113.00	Each	Freightliner M2 112	15	White		\$65,113.00
1	\$64,762.00	Each	Options per quote	Per quote			\$64,762.00
<b>Price Quote</b>			<b>Vendor Name</b>				
			<b>TOTAL</b>				<b>\$129,875</b>

**Orlando Freightliner Inc.  
2455 S. Orange Blossom Trail  
Apopka Fl. 32703  
407-295-3846 ext 122  
407-291-8408 fax  
407-509-6651 cell**

*P.W. Streets  
# 46*

**To City of Boynton Beach/Bill Darty**

**Orlando Freightliner is pleased to quote the following  
Freightliner M2 112 via the 2018-2019 Florida Sheriffs  
Association bid #FSA18-VEH16.0**

<b>Spec #15</b>	<b>\$65,113.00</b>
<b>64000A see attachment A for specifications</b>	<b>\$39,445.00</b>
<b>12CY DUMP GAR-P Ind.</b>	<b>\$25,317.00</b>

<b>Total</b>	<b>\$129,875.00</b>
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**Sincerely,**

**Bob Scharpnick  
Municipal Sales  
Orlando Freightliner  
Isuzu Truck of Ocala**

Prepared for:  
Bill Darty  
City of Boynton Beach  
222 NE 9th Avenue  
Boynton Beach, FL 33425  
Phone: 561-742-6215

Prepared by:  
Bob Scharpnick  
ORLANDO FREIGHTLINER  
2455 S. ORANGE BLOSSOM TRAIL  
APOPKA, FL 32703  
Phone: 4072953846

## SPECIFICATION PROPOSAL

Data Code	Description
<b>Price Level</b>	
PRL-18M	M2 PRL-18M (EFF:04/17/18)
<b>Data Version</b>	
DRL-024	SPECPRO21 DATA RELEASE VER 024
<b>Vehicle Configuration</b>	
001-175	M2 112 CONVENTIONAL CHASSIS
004-220	2020 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-002	STRAIGHT TRUCK PROVISION
003-001	LH PRIMARY STEERING LOCATION
<b>General Service</b>	
AA1-002	TRUCK CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1AE	FREIGHTLINER LEVEL II WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs



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 APOPKA, FL 32703  
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Data Code	Description
<b>Truck Service</b>	
AA3-004	END DUMP BODY
A88-99D	EXPECTED TRUCK BODY LENGTH : 0.0 ft
A89-99D	BRAKING-EXPECTED CAB TO BODY CLEARANCE : 16.0 in
AF3-165	GAR-P INDUSTRIES
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in
<b>Engine</b>	
101-2X5	DETROIT DD13 12.8L 410 HP @ 1625 RPM, 1900 GOV RPM, 1450 LB/FT @ 975 RPM
<b>Electronic Parameters</b>	
79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79G-006	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED
79P-003	PTO RPM WITH CRUISE SET SWITCH - 800 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79R-001	PTO MODE COOLING FAN ENABLE
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79T-001	PTO MODE RPM INCREMENT - 25 RPM
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND
79W-001	ONE REMOTE PTO SPEED
79X-003	PTO SPEED 1 SETTING - 800 RPM
80D-001	SOFT CRUISE CONTROL ENABLED
80G-001	PTO MINIMUM RPM - 600
80K-004	TEMPERATURE OVERRIDE BELOW 30 DEGREES AND ABOVE 90 DEGREES AMBIENT TEMPERATURE
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE
<b>Engine Equipment</b>	
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION



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 APOPKA, FL 32703  
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Data Code	Description
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
133-004	ONE PIECE VALVE COVER
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-209	(3) DTNA GENUINE, FLOODED STARTING, MIN 3375CCA, 585RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
87P-001	CAB AUXILIARY POWER CABLE
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-002	JACOBS COMPRESSION BRAKE
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION



Prepared for:  
 Bill Darty  
 City of Boynton Beach  
 222 NE 9th Avenue  
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 ORLANDO FREIGHTLINER  
 2455 S. ORANGE BLOSSOM TRAIL  
 APOPKA, FL 32703  
 Phone: 4072953846

Data Code	Description
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAIPIPE SHIELD(S)
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR
118-001	FULL FLOW OIL FILTER
266-069	1400 SQUARE INCH RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-019	HDEP VARIABLE SPEED COOLANT PUMP AND RADIATOR DRAIN VALVE
134-001	ALUMINUM FLYWHEEL HOUSING
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH

#### Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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#### Transmission Equipment

343-320	ALLISON VOCATIONAL PACKAGE 168 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 8, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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 Phone: 4072953846

Data Code	Description
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

#### Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
---------	---

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Data Code	Description
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE

#### Front Suspension

620-013	18,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

#### Rear Axle and Equipment

420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
421-410	4.10 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH

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Data Code	Description
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY
451-023	CONMET CAST IRON REAR BRAKE DRUMS
440-006	REAR OIL SEALS
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE

#### Rear Suspension

622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
624-011	52 INCH AXLE SPACING
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS

#### Brake System

018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
460-001	STEEL AIR BRAKE RESERVOIRS
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

#### Trailer Connections

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Data Code	Description
296-025	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN ABS
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT

### Wheelbase & Frame

545-442	4425MM (174 INCH) WHEELBASE
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 108.45 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 92.45 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 267.31
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 108.45 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 15.0 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 49.67 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

### Chassis Equipment

556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS

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Data Code	Description
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
<b>Fuel Tanks</b>	
204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH
218-006	25 INCH DIAMETER FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1H1	DETROIT FUEL/WATER SEPARATOR WITH BYPASS
216-020	EQUIFLO INBOARD FUEL SYSTEM
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
<b>Tires</b>	
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
<b>Hubs</b>	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
<b>Wheels</b>	
502-566	MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
<b>Cab Exterior</b>	
828-072	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS

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Data Code	Description
678-001	LH AND RH GRAB HANDLES
646-009	PAINTED PLASTIC GRILLE
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY
302-001	(5) AMBER MARKER LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-003	MANUAL DOOR WINDOW REGULATORS
663-013	TINTED WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

#### Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING





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Data Code	Description
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-036	VINYL WITH VINYL INSERT DRIVER SEAT
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

#### Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

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Data Code	Description
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
721-001	97 DB BACKUP ALARM
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
845-011	FUEL FILTER RESTRICTION INDICATOR
148-085	EMISSIONS LIMITED IDLE ADJUST
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE
8D1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM



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Data Code	Description
162-020	IDLE SHUTDOWN OVERRIDE, DDEC 5/6 AMBIENT AIR TEMPERATURE SENSOR
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

#### Design

065-000 PAINT: ONE SOLID COLOR

#### Color

980-5F6 CAB COLOR A: L0008EB WHITE ELITE BC  
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS  
 PAINT  
 962-972 POWDER WHITE (N0006EA) FRONT  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 966-972 POWDER WHITE (N0006EA) REAR  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER  
 DUPONT FLEX  
 963-003 STANDARD E COAT/UNDERCOATING

#### Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES  
 CABS AND GLIDER KITS

#### Secondary Factory Options

999-069 DLR/CUST ADVISED&ACCEPTS POTENTIAL  
 INTERFERENCE BTWN FRONT TIRE & WASHER  
 BOTTLE

#### Dealer Installed Options



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		<b>Weight</b>	<b>Weight</b>
		<b>Front</b>	<b>Rear</b>
DUMP	14' 12-14CY GAR P DUMP BODY WITH 2 WAY GATE, PINTLE HITCH AND ELECTRIC BRAKE CONTROL	0	0
Total Dealer Installed Options		0 lbs	0 lbs



# Gar-P Industries, Inc.

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Truck Equipment  
Manufactures & Distributors

An Inc. 500 Company

Tel: (305) 888-7252  
Fax: (305) 888-4098  
(800) 662-GarP (4277)

Email: [sales@gar-p.com](mailto:sales@gar-p.com)

Wednesday, October 10, 2018

Bob Scharpnick  
Orlando Freightliner  
Orlando, Fl.

Via: Fax/Email

## Municipal Package Includes:

- HD 1/4" Steel Floor Upgrade.
- HD 8 Gauge Steel Sides, and Tailgate.
- ~~Clutch-Shift PTO Upgrade for Allison Automatic Trans.~~
- Two Way Tailgate, Air Dump Through / Manual Single Side Swing.
- 25-Ton Pintle Hitch, w/ D-Rings, 7-Way Elect Plug.
- Dump Body Electric Vibrator.
- Back-Up Camera w/ 7" Monitor.
- Structural I-Beam Longitudinals.
- Electric Tarp System with In-Cab Controls & Mesh Cover.
- Rear Post Mounted LED Stop/Turn/Tail.
- 8" Heavy-Duty "Push-Type" Rear Spreader Bar.
- All LED Lighting.
- Tailgate Chains and Banjo Eyes.
- Rubberized Undercoating.
- Painted Any Standard Color.

See Optional Clutch-Shift PTO Upgrade for Auto Transmission.

## Our Quotation #18Q10-1014

We Are Pleased to Provide You with Our Following Quotation for One (1) or More, Gar-P 14' Model #14GP864046, Steel Dump Body(s). Municipal Specifications.

### Specifications: (Approximate)

Length (ft./mm)	14'	(4267.2)
Width O.D. (in./mm)	96"	(2438.4)
Width I.D. (in./mm)	87"	(2209.8)
Side Height I.D. (in./mm)	40"	(1016.0)
Tailgate Height I.D. (in./mm)	46"	(1168.4)
Cubic Yards	12.5	14.4
Cubic Meters	9.6	11.0

### Materials: (Approximate)

Floor:	1/4" Upgrade * upgrade included
Sides:	8 Gauge Steel * upgrade included
Bulkhead (Front):	8 Gauge Steel * upgrade included
Tailgate:	8 Gauge Steel * upgrade included
Understructure:	
♦ Longitudinal:	6" Structural I-Beam
♦ Cross-Members:	4" Rectangular Tubing
♦ Sub-Frame:	Not Applicable - Sub-Frameless

Wednesday, October 10, 2018

**Gar-P "Work Ready" Package Includes:**

Half Roll (24") Cab-Shield, with Integral Wind Deflector, and Clearance Markers  
Air Operated Tailgate  
Vertical and Horizontal Bracing Throughout  
Gar-P Electric *Direct - Silent Drive Motor Tarp System* Boxed Top Rail  
Front and Rear Corner Posts  
Grease Fittings on Tailgate Hinges  
45-Degree Sloping Rub Rail  
Inside 2" Radius Sides to Floor  
Understructure Crossmembers Fully Gusseted at 12" Centers  
Heavy Duty "Structural I-Beam" Longitudinal  
Heavy Duty "Weld-On" Rear Hinges, with Lateral Support Plates  
Heavy Duty 2" Diameter Cold Rolled Steel Hinge Pins  
Tailgate Chains and Banjo Eyes -- Includes Vinyl Chain Cover  
Air Operated PTO for Standard Transmission  
Direct Mount Hydraulic Pump -- No Driveline  
Upright Mount Hydraulic Reservoir, Includes:  
◆ Inlet Screen  
◆ Vented Cap  
◆ Emergency Shut-Off Valve  
Heavy Duty Steel Hydraulic Cylinder Base  
Rear Apron  
Gar-P 96HT "LED" Deluxe Light Package, Includes  
◆ 96HT "LED" UPGRADE INCLUDED  
◆ Four (4) Rear Post "LED" Stop / Top / Turn  
◆ Five (5) Recessed Mounted Side Marker Lights (2 Red / 3 Amber). <Per Side  
◆ Front Cab Shield Mounted Marker Light  
Audible Back-Up Alarm  
Rear Rubber Mud Flaps with Gar-P Logo / Or Dealers'  
Front Steel Splash Guards  
Gar-P In-Cab Controls, Include:  
◆ Floor Mounted Control Console  
◆ Pump Lever with Center Safety Lock  
◆ PTO Push/Pull Knob  
◆ PTO Engaged Warning Light  
◆ Tailgate Air Valve  
Rubberized Rust proofing on Complete Understructure  
Two Coats Primer/Sealer, and Two Coats Enamel.

**Gar-P  
"Work Ready"**

Wednesday, October 10, 2018

## HYDRAULIC PACKAGE:

Hydraulics:	
<b>Hoist:</b>	#73124. Front Mount Telescopic Cylinder. Snap-On Glass-Filled Bearings for Contaminants Absorption. Threaded Stop Rings. External Packing Nuts for Added Tube Support and Easier Servicing. Wave Springs and Chevron Packing for Positive, Self-Compensating Seals. High Temperature Resistant Hytrel Rod Wipers.
• Number of Stages	3
• Capacity	<b>71,560 Lb.</b>
<b>Pump:</b>	Hydraulic Pump and Valve Combination. Three Position Valve. Direct Mount Type (No PTO Driveline) 48 gpm @ 1800 rpm. Maximum rated Pressure 2500 psi. Includes Patented Internal Relief Valve to Protect Pump and Cylinder. Relief Valve Pre-set at 2000 psi. Maximum Speed 2400 rpm.
<b>Power-Take-Off (PTO):</b>	Clutch-Shift PTO Upgrade for Allison Automatic Included
<b>Reservoir:</b>	Steel Inboard or Side Mount, Vented Cap, and Emergency Shut-Off Valve
<b>Sub-Frame:</b>	Not Included – Sub-Frameless Design.

\*Allison™ Automatic Transmissions Require Optional Hot-Shift PTO.

\* M-Drive™ Transmission Requires Hydraulic Upgrade – See Option Section.

Hydraulic Notes:
Oil operating temperature should not exceed 180° F. (93° C.). The recommended operating temperature range is 120° F. to 140° F. (50° C. to 60° C.).
<ul style="list-style-type: none"> <li>A typical Daily Usage Cycle of 8 consecutive hours with the Standard Hydraulic Package would consist of approximately 8 complete lifting cycles per hour, within a consecutive 8 hour period, which would equal 64 lifting cycles (8/hr X 8 hr). *Assuming oil operating temperature should not exceed 180°F. (93°C.).</li> <li>For Daily Usage Cycles that are greater, or areas of high temperature, optional 3-line systems, and / or larger capacity (30 Gallon) side mount reservoirs are available and recommended. Daily Usage Cycle with an optional 3-line system, 30 gallon side mount reservoir, and 10-micron return line filter is approximately 120 lifting cycles per hour 8 hour period.</li> <li>See Option Section for additional options.</li> </ul>

Wednesday, October 10, 2018

**Options and Upgrades INCLUDED in the Base Price:**

Air Operated Power-Take-Off (PTO) in Lieu of Cable Shift.		Included
Plug-In Type, "Sealed" Electrical Wiring Harness. Color Coded.		Included
Rubberized Undercoating to Complete Dump Body Understructure.		Included
Rear Post Mounted "LED" Stop/Turn/Tail Lighting Pkg.		Included
1/4" Floor Upgrade.	GP8000055	Included
8 Ga. Sides / Front / Tailgate Upgrade.	GP8000058	Included
<b>PTO &amp; PUMP UPGRADE CHARGE FOR VEHICLES EQUIPPED WITH AUTOMATIC TRANS.:</b> Includes: Clutch-Shift (Hot-Shift™) PTO Upgrade, and Pump Upgrade if Required. * On Some Vehicles Additional Charges May Apply.	GP12500055	Included
Gar-P Electric Direct - Silent Drive Motor Tarp System, Includes Inside-Cab Controls, and Mesh Cover.	GP8000054	Included
8" Heavy-Duty "Push Type" Spreader Plate. Spreader and a Rear Push Bar.	GP7700054	Included
Electric Vibrator, Vibra 3000 / Cougar DC3200.	GP7700054	Included
25-Ton Pintle Hitch, w/D-Rings, and 7-Way Elect Plug. *Most Popular on This Model.	GP1200055	Included
Two-Way Tailgate UPGRADE.	GP1200050	Included
Back-Up Camera, with 7" Color Monitor.	GP8000060	Included

**Options and Upgrades AVAILABLE - Not Included: ADD – Per Unit**

Gar-P Strobe Package: 2 Front Lower Cab, 2 Front Cab-Shield, 2 Rear. Amber or White.	GP450056	\$ 450.00	
Brake Actuator	GP1200050	\$ 190.00	X
Bullet™ Alum Tarp Bars in lieu of Standard Steel Bars. UPGRADE.	GP550057	\$ 550.00	

Other Options and Models Available upon Request





*Streets*

## FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<b><u>52,000 LB GVWR CAB &amp; CHASSIS - 4X6 TANDEM AXLE TRUCK (Specification #15)</u></b>			
Lou Bachrodt Freightliner	2019 Freightliner M2-112	★ Western	\$57,750.00
ALT - Orlando Freightliner	2019 Freightliner M2-112	Western	\$65,113.00
Lou Bachrodt Freightliner	2019 Freightliner M2-112	★ Northern	\$57,750.00
ALT - Orlando Freightliner	2019 Freightliner M2-112	Northern	\$65,113.00
Lou Bachrodt Freightliner	2019 Freightliner M2-112	★ Central	\$57,750.00
ALT - Orlando Freightliner	2019 Freightliner M2-112	Central	\$65,113.00
Lou Bachrodt Freightliner	2019 Freightliner M2-112	★ Southern	\$57,750.00
ALT - Orlando Freightliner	2019 Freightliner M2-112	Southern	\$65,113.00
Maudlin International Trucks	2019 International HX	Western	\$103,500.00
	2019 International HX	Western	-- NB --
Maudlin International Trucks	2019 International HX	Northern	\$102,500.00
	2019 International HX	Northern	-- NB --
Sun State International Trucks, LLC	2019 International HX	Central	\$102,250.00
ALT - Maudlin International Trucks	2019 International HX	Central	\$102,500.00
Rechtien International Trucks, Inc.	2019 International HX	Southern	\$100,600.00
	2019 International HX	Southern	-- NB --
Maudlin International Trucks	2019 International HV	Western	\$92,650.00
	2019 International HV	Western	-- NB --
Maudlin International Trucks	2019 International HV	Northern	\$91,650.00
	2019 International HV	Northern	-- NB --
Sun State International Trucks, LLC	2019 International HV	Central	\$91,620.00
ALT - Maudlin International Trucks	2019 International HV	Central	\$91,650.00
Rechtien International Trucks, Inc.	2019 International HV	Southern	\$89,363.00
	2019 International HV	Southern	-- NB --
Kenworth of Jacksonville	2019 Kenworth T880	Western	\$102,997.00
	2019 Kenworth T880	Western	-- NB --
Kenworth of Jacksonville	2019 Kenworth T880	Northern	\$102,725.00

Kenworth of Central Florida	2019 Kenworth T880	Northern	-- NB --
	2019 Kenworth T880	Central	\$104,900.00
	2019 Kenworth T880	Central	-- NB --
Kenworth of South Florida	2019 Kenworth T880	Southern	\$102,200.00
	2019 Kenworth T880	Southern	-- NB --
Nextran	2019 Mack AN or G Series	Western	\$108,182.00
	2019 Mack AN or G Series	Western	-- NB --
Nextran	2019 Mack AN or G Series	Northern	\$108,182.00
	2019 Mack AN or G Series	Northern	-- NB --
Nextran	2019 Mack AN or G Series	Central	\$108,182.00
	2019 Mack AN or G Series	Central	-- NB --
Nextran	2019 Mack AN or G Series	Southern	\$108,182.00
	2019 Mack AN or G Series	Southern	-- NB --
Nextran	2019 Mack MHD	Western	\$96,955.00
	2019 Mack MHD	Western	-- NB --
Nextran	2019 Mack MHD	Northern	\$96,955.00
	2019 Mack MHD	Northern	-- NB --
Nextran	2019 Mack MHD	Central	\$96,955.00
	2019 Mack MHD	Central	-- NB --
Nextran	2019 Mack MHD	Southern	\$96,955.00
	2019 Mack MHD	Southern	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 567	Western	\$105,204.00
	2019 Peterbilt 567	Western	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 567	Northern	\$105,204.00
	2019 Peterbilt 567	Northern	-- NB --
Rush Truck Center - Tampa	2019 Peterbilt 567	Central	\$105,204.00
	2019 Peterbilt 567	Central	-- NB --
Palm Truck Center	2019 Peterbilt 567	Southern	\$104,651.00
	2019 Peterbilt 567	Southern	-- NB --
Truckmax, Inc	2019 Volvo V Series	Western	\$94,592.00
ALT - Nextran	2019 Volvo V Series	Western	\$98,552.00
Truckmax, Inc	2019 Volvo V Series	Northern	\$94,592.00
ALT - Nextran	2019 Volvo V Series	Northern	\$98,552.00
Truckmax, Inc	2019 Volvo V Series	Central	\$94,592.00
ALT - Nextran	2019 Volvo V Series	Central	\$98,552.00
Truckmax, Inc	2019 Volvo V Series	Southern	\$94,592.00
ALT - Nextran	2019 Volvo V Series	Southern	\$98,552.00

Southport Truck Group	2019 Western Star 4700	Western	\$82,825.00
ALT - Four Star Freightliner	2019 Western Star 4700	Western	\$88,585.00
Southport Truck Group	2019 Western Star 4700	Northern	\$82,825.00
ALT - Four Star Freightliner	2019 Western Star 4700	Northern	\$88,585.00
Southport Truck Group	2019 Western Star 4700	Central	\$82,825.00
ALT - Four Star Freightliner	2019 Western Star 4700	Central	\$88,585.00
Southport Truck Group	2019 Western Star 4700	Southern	\$82,825.00
	2019 Western Star 4700	Southern	— NB —



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **52,000 LB GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK SPECIFICATION #15**

#### **2019 Freightliner M2-112**

#### **(Alternate Dealer Option)**

The Freightliner M2-112 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$65,113.00	\$65,113.00	\$65,113.00	\$65,113.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

<b>VEHICLE:</b>	M2-112 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$65,113.00	\$65,113.00	\$65,113.00	\$65,113.00

Order Code	Delete Options	All Zones
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Engine/transmission - specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
	Delete Option - Specify	NA
Order Code	Add Options	All Zones
101-2X3 <sup>1</sup>	Engine upgrade - specify 380HP DD13 <sup>1</sup>	\$456.00 <sup>1</sup>
101-2X5 <sup>1</sup>	Engine upgrade - specify 410HP DD13 <sup>1</sup>	\$556.00 <sup>1</sup>
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
	Transmission upgrade - specify	NA
58000 <sup>1</sup>	58,000 lb. GVWR package 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>	\$38,560.00 <sup>1</sup>
64000A <sup>1</sup>	64,000 lb. GVWR package 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>	\$39,445.00 <sup>1</sup>
66000A <sup>1</sup>	GVWR upgrade - specify 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>	\$40,766.00 <sup>1</sup>
70000 <sup>1</sup>	GVWR upgrade - specify 410HP DD13 4500RDS 13200 STEERABLE 3RD AXLE <sup>1</sup>	\$46,178.00 <sup>1</sup>
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	GVWR upgrade - specify	NA
	Bi-fuel model - specify	NA
	CNG prep - specify	NA
	CNG conversion (discuss with dealer)	NA

<b>VEHICLE:</b>	<b>M2-112 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$65,113.00	\$65,113.00	\$65,113.00	\$65,113.00
	LPG conversion (discuss with dealer)			NA
206-152 <sup>1</sup>	Dual fuel tanks, or equivalent			\$959.00 <sup>1</sup>
	Nitrogen filled tires including spare tire			NA
	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent			Std
	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent			Std
547-001 <sup>1</sup>	Double Frame: full steel insert			\$1,370.00 <sup>1</sup>
	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs			NA
400-1A8 <sup>1</sup>	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>			\$24,942.00 <sup>1</sup>
400-1A9 <sup>1</sup>	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>			\$26,675.00 <sup>1</sup>
58000 <sup>1</sup>	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs 18 FRONT 46 REARS 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>			\$38,560.00 <sup>1</sup>
66000B <sup>1</sup>	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs 20 FRONT 46 REARS 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>			\$40,766.00 <sup>1</sup>
64000B <sup>1</sup>	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent 18 FRONT 46 REARS 410HP DD13 4500RDS AUTOMATIC <sup>1</sup>			\$39,445.00 <sup>1</sup>
	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels			NA
035-1A0 <sup>1</sup>	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels			\$9,970.00 <sup>1</sup>
035-024 <sup>1</sup>	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels			\$10,031.00 <sup>1</sup>
035-1A1 <sup>1</sup>	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels			\$12,828.00 <sup>1</sup>
622-005 <sup>1</sup>	Rear Suspension: 40,000 lb air ride			\$337.00 <sup>1</sup>
622-1CJ <sup>1</sup>	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent 46K REARS AND SUSPENSION <sup>1</sup>			\$7,350.00 <sup>1</sup>
	Rear Suspension: 46,000 lb air ride			NA
12YDDUMP <sup>1</sup>	12 yd. dump body with hoist and electric tarp system. State model bid. OX BODIES MAVERICK <sup>1</sup>			\$25,317.00 <sup>1</sup>
18YDDUMP <sup>1</sup>	18 yd. dump body with hoist and electric tarp system. State model bid. OX BODIES MAVERICK REQUIRES 64000 GVW OPTION <sup>1</sup>			\$27,018.00 <sup>1</sup>
ROLLOFF <sup>1</sup>	Rolloff hoist system and tarp system. State model bid. GALBREATH USOR174 WITH TARP TOOL BOX STEEL FENDERS-REQUIRES 66000 GVWR OPTION <sup>1</sup>			\$52,910.00 <sup>1</sup>
	Cab suspension - air ride			Incl.
452-006 <sup>1</sup>	Driver controlled differential lock			\$1,243.00 <sup>1</sup>
OX TRAIL MAKER <sup>1</sup>	Optional mounted body - specify CARBON STEEL MATERIAL <sup>1</sup>			\$35,545.00 <sup>1</sup>

<b>VEHICLE:</b>	<b>M2-112 (ALTERNATE DEALERS)</b>			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$65,113.00	\$65,113.00	\$65,113.00	\$65,113.00
20YDALUMDUMP <sup>1</sup>	Optional mounted body - specify OX BODIES ALUM DUMP <sup>1</sup>			\$40,543.00 <sup>1</sup>
4000H20 <sup>1</sup>	Optional mounted body - specify 4000 GALLON SELF LOADING WATER TANK-2 REAR SPRAY HEADS-ELECTRIC TURRET WITH IN CAB CONTROLS-ADD \$6000 FOR FRT MTD SPRAY BAR WITH 2 STREET WASHER ADJ HEADS <sup>1</sup>			\$53,550.00 <sup>1</sup>
VACTANK <sup>1</sup>	Optional mounted body - specify 4000 GALLON STEEL SEPTIC TANK-NVE866 500 CFM VACUUMSYSTEM-ADD \$13575 FOR ALUM TANK-ADD \$23500 FOR HOIST AND FULL OPENING REAR <sup>1</sup>			\$79,900.00 <sup>1</sup>
GS CS9133A <sup>1</sup>	Optional mounted body - specify G-S PRODUCTS CS9133A 33 YD FULLY AUTOMATED SIDE LOADER-REQUIRES 58000 GVWR OPTION <sup>1</sup>			\$129,000.00 <sup>1</sup>
LOADMASTER <sup>1</sup>	Optional mounted body - specify EXCEL S-27 27CY REAR LOADER REQUIRES 58000 GVW <sup>1</sup>			\$71,900.00 <sup>1</sup>
LOADMASTER <sup>1</sup>	Optional mounted body - specify S-33 33 CY REAR LOADER REQUIRES 64000 GVW OPTION <sup>1</sup>			\$72,900.00 <sup>1</sup>
PETERSEN ATLAS <sup>1</sup>	Optional mounted body - specify PETERSEN INDUSTRIES ALI-2236 HARDOX BODY-TARP-SINGLE PIECE REAR DOOR-WORK LIGHTS-REQUIRES 64000 GVW OPTION <sup>1</sup>			\$103,500.00 <sup>1</sup>
SB8232 <sup>1</sup>	Optional mounted body - specify GS PRODUCTS 32CY SPLIT 50-50 SIDELOADER-REQUIRES 64000 GVW <sup>1</sup>			\$148,900.00 <sup>1</sup>
016-1C2 <sup>1</sup>	Optional mounted body - specify			NA
	Optional equipment - specify VERTICAL EXHAUST <sup>1</sup>			\$822.00 <sup>1</sup>
744-1BC <sup>1</sup>	Optional equipment - specify BRIGHT LIGHTED MOTO MIRRORS <sup>1</sup>			\$285.00 <sup>1</sup>
532-002 <sup>1</sup>	Optional equipment - specify TILT TELESCOPIC STEERING WHEEL <sup>1</sup>			\$477.00 <sup>1</sup>
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA
	Optional equipment - specify			NA

<b>VEHICLE:</b>	M2-112 (ALTERNATE DEALERS)			
<b>DEALER:</b>	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner	Orlando Freightliner
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$65,113.00	\$65,113.00	\$65,113.00	\$65,113.00
	Optional equipment - specify			NA
	Optional equipment - specify			NA
TEMP <sup>1</sup>	Temporary tag			\$3.00 <sup>1</sup>
TRANSFER <sup>1</sup>	Transfer existing registration (must provide tag number) VARIES BY MONTH AND GVWR <sup>1</sup>			NA <sup>1</sup>
NEW TAG <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) VARIES BY MONTH AND GVWR <sup>1</sup>			NA <sup>1</sup>
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
	Maintenance Plan - specify			NA
WBB-247 <sup>1</sup>	Warranty - specify 5 YEAR OR 200K MILES WHICHEVER COMES FIRST TC4 VEHICLE COVERAGE <sup>1</sup>			\$3,925.00 <sup>1</sup>
	Warranty - specify			NA
	Warranty - specify			NA
WAI-10V <sup>1</sup>	Diesel Warranty - specify 5 YEAR OR 200K MILES WHICHEVER COMES FIRST EW4 ENGINE COVERGAE <sup>1</sup>			\$2,900.00 <sup>1</sup>
	Diesel Warranty - specify			NA
	Diesel Warranty - specify			NA





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Approve the minutes from City Commission meetings held on October 2, 2018, October 16, 2018 and October 31, 2018.

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**EXPLANATION OF REQUEST:**

The City Commission met on October 2, 2018, October 16, 2018 and October 31, 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:**

Type	Description
<input type="checkbox"/> Minutes	10-2-18 Minutes
<input type="checkbox"/> Minutes	10-16-18 Minutes
<input type="checkbox"/> Minutes	10-31-18 Minutes

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY,  
OCTOBER 2, 2018, AT 6:30 P.M. INTRACOASTAL PARK CLUBHOUSE, 2240 N.  
FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA 33435**

---

**PRESENT:**

Steven B. Grant, Mayor  
Christina Romelus, Vice Mayor  
Justin Katz, Commissioner  
Mack McCray, Commissioner  
Joe Casello, Commissioner

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

**1. OPENINGS**

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:30 p.m.

Invocation

Vice Mayor Romelus gave the invocation.

Pledge of Allegiance to the Flag

Commissioner McCray led the Pledge of Allegiance to the Flag

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Katz requested to add a presentation on Palm Beach County School referendum to Announcements for the next Commission meeting

Commissioner Casello asked for a discussion regarding the tennis club maintenance and membership costs for the next Commission meeting.

Mayor Grant requested to move item 3.D to 3.C.

2. Adoption

**Motion**

Commissioner McCray moved to approve the agenda as amended. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**2. OTHER**

**A. Informational items by Members of the City Commission**

Commissioner Katz met with Bradley Miller of Miller Land Planning.

Commissioner McCray met with Bradley Miller. He advised there was an upcoming election.

Vice Mayor Romelus noted the last day to register to vote was October 9, 2018.

Commissioner Casello advised he had a meeting with Bradley Miller.

Mayor Grant attended Palm Beach County Action Alliance for Mental Health on September 21<sup>st</sup>. Attended the National POW/MIA Memorial on September 22<sup>nd</sup> where the local Cub Scouts and Boy Scouts stood vigil at Veterans Park. Attended the Hero Challenge, Fire Department versus the Police Department. Attended the Art Walk. September 25<sup>th</sup>, met with staff at Palm Beach Rehabilitation Center which provides special needs individuals with life skills. September 26<sup>th</sup> met with Bradley Miller of Miller Land Planning, attended the League of Cities meeting in Lake Worth, also spoke with the Women's Circle. September 27<sup>th</sup> was 211 Legislative Day, attended the Palm Tram Service Board, learned more about the Route Performance Maximization (RPM). September 28<sup>th</sup> attended Federal Court for a session regarding the TD Squared program. This program provides high school students in Palm Beach County with civil discourse and decision making skills. Met with Senator Berman, attended the Firefighter spaghetti dinner. September 29<sup>th</sup> went to see Future 6 teach special needs children surfing, also attended Palm Tram opening. October 2<sup>nd</sup>, attended Palm Beach Garden Club. They are planning to have a plant sharing event. Met with My Brother's Keepers for the Race for Equality Summit, met with Mike DuBois. Mayor Grant requested a meeting 30 minutes before the next Commission meeting to discuss union salary negotiations.

Commissioner McCray questioned Attorney Cherof if this meeting would be legal. Attorney Cherof responded the Commission are fine to meet regarding collective bargaining. Union negotiation meetings are closed to the public.

Lori LaVerriere, City Manager suggested to set the meeting for an hour before the next Commission meeting. Mayor Grant noted the meeting would begin at 5:30 pm on October 16, 2018.

Mayor Grant informed the audience on October 25<sup>th</sup>, the Criminal Justice Commission was scheduled to be at the Carolyn Sims Center from 6:00 pm to 8:00 pm. to meet community experts around the County regarding keeping the residents safe.

### **3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS**

- A. 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, October 9, 2018;  
Tuesday, November 13, 2018; and  
Tuesday, December 11, 2018

Mayor Grant announced staff from Palm Beach County Property Appraiser office would be at the Senior Center, regarding filing for Homestead Exemption.

- B. Announce the change in the date for the regularly scheduled November 6th Commission meeting to Wednesday, November 7th.

Mayor Grant announced the change in date for the Commission meeting to November 7, 2018, because of the upcoming election.

- C. Announce updates to the City's Energy Edge Rebate Program by Rebecca Harvey, Sustainability Coordinator.

- D. Proclaim October 5, 2018 as Energy Efficiency Day in the City of Boynton Beach. Rebecca Harvey, Sustainability Coordinator will accept the proclamation.

Mayor Grant read a proclamation acknowledging October 5, 2018 as Energy Efficiency Day. Present to accept the proclamation was Rebecca Harvey, Sustainability Coordinator.

**Rebecca Harvey, Sustainability Coordinator**, proudly announced the expansion of the Energy Rebate program providing cash rebate up to \$1,500 for installing solar energy and electric chargers. The City of Boynton Beach Rebate program has provided 55 rebates to residents and business owners. Ms. Harvey suggested completing the online energy survey from FPL. Ms. Harvey provided criteria for the energy rebate program.

Commissioner McCray asked how much money has the City of Boynton Beach given towards the energy rebate program. Ms. Harvey replied the energy rebate program has awarded \$50,000.

Commissioner McCray inquired as to the amount allocated for this coming fiscal year. Ms. Harvey indicated there was \$118,000 in the fund. She explained the funding source was the Green Building Ordinance which passed in 2011 and updated 2015 for a 0.05% fee assessed on the total construction cost for all building permits. Commissioner McCray inquired if this fee was for new construction only. Ms. Harvey replied for all construction.

Mayor Grant asked if the \$1,500 was the maximum per household or business. Ms. Harvey responded the maximum per household or business was \$1,500 within a 10-year period

Vice Mayor Romelus questioned if the applicant would be directed to the best rebate. Ms. Harvey explained residents or business owners should complete the FPL survey. The survey will identify areas where the customer could receive a rebate

- E. Proclaim October 15, 2018 as White Cane Safety Day in recognition of the growing independence and self-sufficiency of blind people in America and also, to gain recognition of the white cane as the symbol of that independence and that self-reliance. Debbie Majors, Grants & ADA Coordinator will accept the Proclamation from the mayor.

Mayor Grant read the proclamation acknowledging October 15, 2018 as White Cane Safety Day.

**Debbie Majors**, Grants & ADA Coordinator, thanked the Commission and explained the City of Boynton Beach supports Lighthouse for the Blind of the Palm Beaches in its efforts to educate the public. Invited all to attend an Open House at the Lighthouse for the Blind of the Palm Beaches, Friday October 5, 2018 from 10:00 a.m. to 1:00 p.m. at 1710 Tiffany Drive East, West Palm Beach, Florida.

- F. Arts and Humanities month. Kim Weiss, Chair of the Arts Commission Board, will be present to accept proclamation.

Mayor Grant read the proclamation acknowledging the Month of October as Arts and Humanities month.

**Kim Weiss**, Chair of the Arts Commission, thanked the Commission for their support.

- G. Proclaim September 15- October 15, 2018 as Hispanic Heritage month. Patricia Trejo will be present to accept the proclamation.

Mayor Grant read the proclamation acknowledging September 15 -October 15, 2018 as Hispanic Heritage month.

**Patricia Trejo**, Administrative Program Planner for the School District of Palm Beach County, explained the School District will be celebrating the contribution made to the United States through the S.T.E.A.M. program by Hispanic Americans.

Commissioner McCray thanked Chief Gregory for the presence of the Police in the area.

#### **4. PUBLIC AUDIENCE**

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

**Susan Oyer**, 140 SE 27 Way, asked if Vice Mayor Romelus would be available to judge the Halloween and Christmas contests this year.

**Alexandra Wilson**, 1202 NW 5<sup>th</sup> Street, commended all on the dais and told them to keep up the good work. She purchased a property near the hospital and noticed potassium in the water.

**Andrew Podray**, 800 North Road, noted he was a member of the Building Board of Adjustment and Appeal. He has been restoring the Casa Costa commercial property for the past two years. He indicated the interpretation of the Building Official has been less than generous on many of these projects. He has lost approximately \$60,000 because of inefficiencies and bad judgement. He advised there was a pizza restaurant which applied for an awning permit. Apparently there was an ordinance which states the pizza restaurant must be the same awning as the Jamerican Restaurant which went in first. Mr. Prodray read the ordinance into the record. Asked the Commission what is compatible? Implied residents and businesses need to be able to appeal. There needs to be a reduction in the timeframe which the permits are issued and reduction to fees.

**Mike Fitzpatrick**, 175 S.W. 2<sup>nd</sup> Street, questioned giving FPL a perpetual easement for solar trees and canopies at Oceanfront Park. Mr. Fitzpatrick asked why the City would give a perpetual easement, maybe the City could make some money in the future with the easement.

No one else coming forward, Mayor Grant closed Public Audience.

#### **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 Alts  
Building Board of Adjustments & Appeals: 1 Regs and 2 Alts  
Education and Youth Advisory Bd. 1 Stu  
Historic Resource Preservation Bd: 1 Reg

Mayor Grant advised of the openings on the boards.

### **Motion**

Mayor Grant moved to nominate Courtlandt McQuire to the Arts Commission (Alt). Commissioner McCray seconded the motion.

### **Vote**

The motion unanimously passed.

Commissioner McCray requested an update on the volunteer board dinner.

**Eleanor Krusell**, Marketing Director, responded the Board dinner was scheduled for October 17, 2018 from 6:00 pm to 8:30 pm. at Benvenuto Restaurant.

## **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.**

Mayor Grant requested to pull item 6-D.

- A. **PROPOSED RESOLUTION NO. R18-139** - Authorize the City Manager to sign an annual service agreement with Queues Enforth Development, Inc. in the amount of \$73,812 for the continued maintenance and repair of the Public Safety Computer Aided Dispatch/Records Management System as a sole source vendor.
- B. **PROPOSED RESOLUTION NO. R18-140** - Authorize the City Manager or designee to sign the Disaster Relief Funding Agreement for Federal and State assistance for Hurricane Irma between the City of Boynton Beach and State of Florida, Division of Emergency Management.
- C. **PROPOSED RESOLUTION NO. R18-141** - Approve and authorize the City Manager to sign a land use agreement between the City of Boynton Beach and

Ocean One, LLC for the International Kinetic Art Exhibit & Symposium to be held February 1-3, 2019.

- D. **PROPOSED RESOLUTION NO. R18-142** - Authorize the City Manager to sign the second amendment and second memorandum to solar lease and easement agreement. Both are between the City of Boynton Beach and Florida Power & Light Company for a perpetual easement supporting the solar tree and canopies at Ocean Front Park.

Mayor Grant read item 6.D into the record.

### **Motion**

Commissioner McCray moved to approve with discussion. Seconded by Commissioner Casello.

Commissioner McCray requested staff address former Commissioner Fitzpatrick concern.

**Gary Dunmyer**, City Engineer, explained the amendment to the memorandum would allow more easements. The easement would create more connectivity from the infrastructure to the canopies. In order to connect and receive the power back out to the Florida Power & Light Company (FPL) grid the easement needed to be extended.

Mayor Grant believed the City has a rental agreement with FPL for the land. Mr. Dunmyer responded yes. Noted all the easements are interconnected. Advised FPL pays the City of Boynton Beach for the power collected from the grid.

Commissioner McCray inquired how much FPL was paying the City of Boynton Beach. Mr. Dunmyer responded it was about \$1,400 per month.

Commissioner Katz wanted clarification regarding the agreement with FPL. Mr. Dunmyer replied if FPL take their equipment off of the property the perpetual easement would be removed from the property.

Vice Mayor Romelus understood in no way the City would be giving the property or allowing FPL to have any ownership rights to the land. Mr. Dunmyer responded the City was not transferring ownership to the property. It demands the City to pay attention to what is in the ground.

### **Vote**

The motion unanimously passed.



- E. **PROPOSED RESOLUTION NO. R18-143** - Authorize Mayor to sign Interlocal Agreement with Boynton Beach Community Redevelopment Agency to provide partial funding for improvements at Sara Sims Park.
- F. **PROPOSED RESOLUTION NO. R18-144** - Approve and Authorize the City Manager to sign a piggy-back Agreement with CRS Max Consultants based on its proposal from CRS Max Consultants, Inc. of Coconut Creek, FL, for Community Rating System (CRS) services by utilizing Lee County's Contract 7177 Professional Services Agreement for "Miscellaneous Professional Services for FEMA/NFIP/CRS CN150249 for a not to exceed amount of \$36,000.
- G. Accept the transfer of Lot 13 on NW 10th Ave from the Boynton Beach Community Redevelopment Agency.
- H. Approve the ranking as recommended by the Selection Committee and authorize City Staff to negotiate an Agreement with EPR SYSTEMS USA, INC. of Sarasota, Florida for RFP No. 027-2210-18/IT for RFP for Fire-Rescue Records Management System. The agreement will be brought back to the City Commission for approval once negotiated.
- I. Approve utilizing the City of Stuart Bid No. ITB No. 2019-100 for Chemicals for Water Treatment and Water Reclamation Facility, with Tanner Industries Inc. of Southampton, PA with the same terms, conditions, specifications and pricing. Tanner Industries will provide anhydrous ammonia to the Utilities Department on an "as-needed" basis, for an estimated annual expenditure of up to \$40,000. Procurement has reviewed and concur that the City of Stuart bid process satisfies the City of Boynton Beach's competitive bid requirements.
- J. Approve the Bid for "ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES" Bid No. 036-1412-18/MFD to the following eight (8) companies: 5 Star Enterprises, All American Poly, Clean All Products, Imperial Dade, Medline Industries, Neeld Supply, Pride Enterprises and Pyramid School Supplies on an overall basis, to the lowest, most responsive, responsible bidders who met all specifications. Items will be ordered on an "AS NEEDED" basis for an estimated annual expenditure of \$40,000.
- K. Approve change orders in the amount of \$23,082.25 to Johnson-Davis, Inc. for the North and South Roads Stormwater and Water Main Improvements project, increasing the project cost from \$2,077,317.60 to \$2,100,399.85.
- L. Approve increasing the purchase order to Sherwin Williams Company for paint and supplies utilizing the Broward County School Board contract #18-022R from \$24,500

to \$30,000. Finance has reviewed and determined that Broward County School Board procurement process satisfies the City's competitive bid requirements.

M. Approve the minutes from City Commission meetings held on September 6, 2018 and September 11, 2018.

Mayor Grant requested a motion to approve the Consent Agenda as amended.

**Motion**

Commissioner Casello moved to approve the Consent Agenda as amended. Commissioner McCray seconded the motion.

**Vote**

The motion unanimously passed.

**7. BIDS AND PURCHASES OVER \$100,000**

**A. PROPOSED RESOLUTION NO. R18-145** - Authorize the City Manager to sign an annual service agreement with Motorola, Inc. in the amount of \$117,320.04 for the continued maintenance and repair of the City's radio telecommunications systems as a sole source vendor.

Mayor Grant read the item into the record.

**Motion**

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

**Vote**

The motion unanimously passed.

**B. PROPOSED RESOLUTION NO. R18-146** - Approve the ranking as recommended by the Evaluation Committee and authorize the City Manager to sign an Agreement with Downs and St. Germain Research of Tallahassee, FL for RFP No. 026-2511-18/IT for Public Opinion Survey Services. The Agreement shall be for a period of four (4) years commencing on the date the Agreement is awarded by the City Commission. The total cost over the agreement period is approximately \$158,925, of which \$47,925 has been included in the FY 18/19 approved budget.

Mayor Grant read item 7.B into the record.

Commissioner Casello asked for clarification on this project.

**Eleanor Krusell**, Marketing Director explained this was part of the citywide initiative. The project would help connect and engage the community. The firm which the evaluation committee selected was a well-known company. Ms. Krusell noted this was a four-year project. Advised the first year the survey would be conducted on the web, with postcards, and by telephone. The next year the company would have a focus group.

Commissioner Casello requested an explanation regarding the percentage which must be reached. Ms. Krusell said the bid indicated the company must have a 95% confidence rate. Commissioner Casello inquired if this information will be shared with the strategic plan. Ms. Krusell stated this will help with the strategic plan and a presentation will be made to the Commission.

Vice Mayor Romelus inquired when the presentation would be available to the Commission to review. Ms. Krusell responded the bid indicates the company has 120 days to provide a presentation.

Vice Mayor Romelus requested clarification of the presentation time. Ms. Krusell stated the first one would be 120 days. Advised there would be a presentation after each yearly component.

Commissioner McCray requested the names of those who served on the selection committee. Ms. Krusell responded David Scott, Rebecca Harvey, the Finance Director, Assistant Finance Director and the Procurement Coordinator.

Commissioner McCray inquired if there was a reason they did not reach out to the business s sector, why did they not ask the chamber of commerce. Ms. Krusell stated they did not ask anyone outside of the agency. Commissioner McCray indicated since this would affect residents, businesses, he wanted to know why the business owners were not included.

Mayor Grant advised the City census was approaching and he wanted to make sure everyone was being reported on the census. Ms. Krusell responded this information would be provided to the vendor.

Vice Mayor Romelus understood the survey would be bilingual and inquired which languages. Ms. Krusell responded Creole and Spanish. Vice Mayor Romelus inquired as to the method of evaluation. Ms. Krusell responded the collection would be through the website, online, telephone and postcards.

Vice Mayor Romelus asked who are the targeted audience. Ms. Krusell responded the target audience were residents and businesses within the boundary of Boynton Beach. Vice Mayor Romelus inquired how was the survey information being distributed. Ms. Krusell responded the vendor has completed multiple community survey and analysis.

Vice Mayor Romelus inquired how effective has the vendor been in acquiring information from minority audiences. What are the methods of evaluations?

Ms. LaVerriere pointed out this was a requirement of the bid. The vendor has been provided with demographics of the City of Boynton Beach. The vendor will ensure they have a scientifically sound sampling of the demographics for the City of Boynton Beach.

Vice Mayor Romelus inquired what was being surveyed. Ms. Krusell responded the City wanted to measure the City performance.

Mayor Grant inquired if this includes the City Commission? Ms. Krusell indicated it can be added if requested.

Mayor Grant asked if it was possible to have a meeting with the vendor to provide information and insight from each of the districts to the vendor.

Commissioner McCray suggested a broader survey.

Vice Mayor Romelus clarified she believed it was important to survey the residents. Directed staff to provide additional information/presentations to elaborate on what was being surveyed and some past survey initiatives.

Commissioner Katz pointed out in regards with the Commissioners individually sitting down with the vendor, he was against that. The point of contracting with the vendor was to maintain objectivity. He was not opposed to having a survey being provided to each Commissioner. Believed direct contact with the vendor would compromise the survey.

Commissioner McCray questioned if there was an exit clause. Ms. LaVerriere responded all of the contract has an exit clause.

Commissioner McCray requested more information on what the vendor would provide. Ms. LaVerriere responded she would direct staff to contact the vendor and have their Marketing Manager provide a narrative of services.

Mayor Grant hoped the vendor would be available when the survey began.

### **Motion**

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

### **Vote**

The motion unanimously passed.

- C. Award the Bid for "TWO YEAR CONTRACT FOR LANDSCAPE MAINTENANCE" Bid #029-2730-18/IT to Blue Marlin Investment Company, Duval Landscape, LV Superior Landscaping, Property Works, and Vincent & Sons Landscaping. The estimated annual expenditures are \$1,080,896.18 which includes the award amount of \$900,896.18 and \$100,000.00 for additional services for Nuisance Abatement, Median Restoration, and unforeseen requests. The bid allows for three (3), one (1) year renewals.

Mayor Grant read the item into the record.

**Motion**

Commissioner Katz moved to approve. Commissioner Casello seconded the motion.

Commissioner McCray inquired if staff looked at local and minority businesses for this contract.

**Andrew Mack**, Director of Public Works confirmed the bid was sent out to local businesses. He was not aware if minority businesses received notification of the bid.

Commissioner McCray requested the name of the local business. Mr. Mack responded the local awarded business was Vincent and Sons Landscaping.

Commissioner Casello requested clarification regarding the \$100,000 for additional services for nuisance abatement. Mr. Mack answered this was an "as needed service" for mowing not just nuisance abatement.

**Vote**

The motion unanimously passed.

- D. Approve the purchase from Kompan Let's Play Inc. utilizing the US Communities contract #2017001135 for an estimated cost of \$150,000 for the Oceanfront Park playground equipment design and installation with the acceptance of the Kompan Americas matched funding grant awarded to our agency in the amount of \$50,000.

Mayor Grant read the item into the record.

**Motion**

Commissioner Katz moved to approve. Commissioner Casello seconded the motion.

Commissioner McCray requested photographs of the playground and fitness equipment.

Mr. Mack provided some drawings and photographs of the playground equipment and fitness equipment.

Commissioner McCray asked how would this equipment withstand the Florida sun. Ms. Glenda Hall, Forester answered all of the equipment was made of galvanize steel and plastic.

Commissioner Casello asked about shade sails. Mr. Mack responded there are no shade sails anticipated for this park. There are some trees in the park which could provide some shade.

Vice Mayor Romelus inquired about Americans Disability Act (ADA) compliance. Mr. Mack responded the equipment was ADA complainant.

Mr. Mack informed the Commission this was a very competitive grant. There were 5000 applicants and only 5 grants were awarded.

**Vote**

The motion unanimously passed.

- E. Approve the Bid for "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES" Bid No. 037-1412-18/MFD to the following three (3) companies: Core and Main, Ferguson Enterprises and Fortiline on a primary, secondary and third basis, to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual expenditure of \$210,000.

Mayor Grant read the item into the record.

**Motion**

Commissioner Casello moved to approve. Commissioner McCray seconded the motion with discussion.

Commissioner McCray requested the amount spent last fiscal year on pipe fittings and accessories.

**Colin Groff**, Assistant City Manager responded last year the City spent \$204,000 on pipe fittings and accessories.

Commissioner McCray inquired if the \$210,000 was enough for the coming year. Mr. Groff responded yes.

**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.**

Attorney Cherof read Proposed Ordinance No. 18-024 by title only on first reading.

**Motion**

Commissioner McCray motioned to remove Proposed Ordinance No. 18-024, 18-025 and 18-026 from the table. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

Attorney Cherof requested to combined Proposed Ordinance No. 18-024, 18-025 and 18-026 if applicant was in agreement. Bradley Miller of Miller Land Planning nodded in agreement.

Attorney Cherof read Proposed Ordinance No. 18-024, Ordinance 18-025 and Ordinance 18-026 by title only on first reading. Attorney Cherof stated this was a quasi-judicial hearing and swore in all those who wished to testify.

Attorney Cherof addressed the Commission and asked if all previous contact with the applicant has been disclosed.

There was a consensus.

**Bradley Miller**, Miller Land Planning, 508 E. Boynton Beach Boulevard, representing Good Stone LLC., provided an overview of the property. He indicated the property was located in an unincorporated pocket of Palm Beach County. Mr. Miller explained the property was zoned Commercial High designation (CHD) within Palm Beach County. His client was asking for the parcel to be annexed into Boynton Beach as a Special High Density Residential (SHDR). The zoning would change from the general commercial into an Infill Planned Unit Development (IPUD).

Mr. Miller presented a site plan with 4 townhomes which fronts Federal highway. The townhomes allow for 6 additional parking spaces. There was a requirement of 2.15 parking spaces per unit. His client was providing 3 parking spaces per unit.

Mr. Miller stated the Planning and Development Board recommended the approval of the proposed annexation. Indicated there was some drainage issues with Chucker Road. Mr. Miller believed the development of the site will help cure the draining issue. The request from Ms. Oyer was to include additional plants to attract butterflies.

Commissioner Casello wanted to know how far the bus stop was being moved. Mr. Miller responded he believed it would be within the frontage area.

Commissioner McCray asked if all the homes were 3000 square feet. Mr. Miller responded the town homes were approximately 3000 square feet per building. The end units were smaller than the middle units.

Commissioner McCray asked about the drainage system connection. Mr. Miller answered the drainage system was an exfiltration trench built under the parking lot.

Commissioner McCray pointed out he does not want to put any housing which would flood the adjoining areas. Mr. Miller acknowledged there was no drainage system currently. The development of the property would put in drainage to accommodate not only their property but a portion of Chukker road which abuts the property.

Commissioner McCray affirmed the drainage issue of the water running down, settling some place. Mr. Miller assured the Commission the design of the development would remove the dip and improve the flooding situation.

Mayor Grant opened up to public comment.

**Carol Landry**, 815 Chukker Road, said at the last meeting the developer indicated they would repair the dip. Indicated what is done at the top of the road would affect the bottom of the road. Ms. Landry was not opposed to the development on the lot. The concern was for the traffic and the flooding from lack of drainage. She suggested installing a larger warning sign.

Commissioner McCray inquired if a traffic study was completed.

**Arthur Shilling**, 818 Chukker Road, indicated the dip in the road was near Waterside. The aerial pictures from Federal Highway did not show any access. Traffic and drainage was a problem. He questioned why there an annexation going on now. He believed Waterside was using the canal as a drainage.

**Bob Stephens** 812 Chukker Road, needed some place for cars to pass.



Commissioner Casello asked why these trucks were going down Chukker Road. Mr. Stephens answered he spoke with some of the truckers and the GPS indicated they should take Chukker Road to get to Waterside.

Commissioner Casello asked if he thought improved signage would help the traffic situation. Mr. Stephen believed it would. He indicated the current sign was small.

Commissioner Casello asked about Home Owners Association (HOA). Mr. Stephens stated the streets was deeded to the residents.

**Carol Landry** 815 Chukker Road, indicated the garbage trucks must back onto the vacant lot. The road needs to be widen. There are a lot of deliveries to Waterside. Ms. Landry showed a deed to the Commission indicating the road was deeded to Chukker Road residents.

Commissioner Katz stated the only aspects was the property owners trying to develop their property. Trucks are illegally using the applicant property. He understands the concern; he cannot force the property owner to give up a portion of their property for a turnaround for cars and trucks. The property owners could choose to annex themselves to the City and then the City would be responsible for the drainage.

Mr. Stephens asked how many parking spaces are being allocated. Commissioner Katz stated there are 12 parking spaces being allocated.

**Carol Landry**, 815 Chukker Road, wanted the Commission to be aware there are problems with the road.

Vice Mayor Romelus asked who was responsible for the road. Attorney Cherof stated this road was not within the City limits of Boynton Beach.

Vice Mayor Romelus asked who was responsible for maintaining Chukker Road. Mr. Groff answered Palm Beach County was responsible. It appears the County dedicated the road to the residents because of the narrow size of the road.

Vice Mayor Romelus stressed Chukker Road was not in the jurisdiction of the City of Boynton Beach.

Commissioner Casello asked if the City annexed the property, does this mean the City would annex the road as well. Mr. Groff stated this needed to be reviewed prior to second reading. Staff believed this to be a Palm Beach County road when the application was reviewed.

Commissioner Casello inquired who was responsible for the road if the City annexes the applicant's parcel. Mr. Groff replied it would be the property owners or Palm Beach County. It would not be the City of Boynton Beach.

Vice Mayor Romelus stated what was being annexed was the property up to the property line, not the road. Attorney Cherof advised there are many examples of private roads and driveways within the boundary of the City of Boynton Beach.

Commissioner McCray asked who was responsible for police and fire service. Mr. Groff indicated he was unable to answer as he did not have the utilities map available.

A Fire representative advised with regards to the width of roadway there are legal requirements.

Commissioner McCray requested staff to provide information on whether the City was responsible for fire and police service.

Mr. Miller responded staff reviewed access to the property. Commissioner McCray understands if Mr. Miller's project was approved, it would require police and fire services. Commissioner McCray noted he was speaking about the other homeowners on the street.

Commissioner Casello said there was always confusion when a property was annexed. When a homeowner dials 911 the homeowner was not sure who will respond. Mr. Miller indicated this was one of the reasons why the City and County encourages annexation of those pockets.

Mr. Miller said there seem to be a misconception regarding a wall. Noted his client was not proposing a wall. There are means of improving the drainage situation, there is a grass detention area which is on the Northeast portion of the property. There is an exfiltration trench below the property.

Mr. Miller indicated the conceptual design was reviewed by the City of Boynton Beach, Lake Worth Drainage District, and South Florida Water Management District. One of the criteria was not to cause any flooding to other property owners. The issue of the flooding would be addressed. A traffic study has been completed and reviewed and approved by Palm Beach County. The bus stop location was being moved further away from Chukker Road.

Mr. Miller advised the annexation of this property was part of the City of Boynton Beach Comprehensive Plan.

Mayor Grant asked if Mr. Miller was in agreement with the conditions of the Planning and Development Board. Mr. Miller responded he was in agreement with both conditions.

Mayor Grant said he was in agreement with helping with any flooding issues. Mr. Miller confirmed.

**Motion**

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion.

Clerk Pyle called the roll.

**Vote**

5-0

**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.

Attorney Cherof read Proposed Ordinance No. 18-025 by title only on first reading.

**Motion**

Commissioner McCray motioned to remove Proposed Ordinance No. 18-024, 18-025 and 18-026 from the table. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion.

Clerk Pyle called the roll.

**Vote**

5-0

**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.

Attorney Cherof read Proposed Ordinance No. 18-026 by title only on first reading.

**Motion**

Commissioner McCray motioned to remove Proposed Ordinance No. 18-024, 18-025 and 18-026 from the table. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion.

Clerk Pyle called the roll

**Vote**

5-0

- 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.

Mayor Grant the read item into the record.

**Motion**

Commissioner McCray moved to table to October 16, 2018. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

- C. **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. - **(Due to advertising deadlines item tabled to October 16, 2018).**

- D. 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 1<sup>st</sup> Street, for a distance of approximately 588.02' feet, to Seacrest Boulevard. Applicant: City of Boynton Beach.

Attorney Cherof read Proposed Ordinance No. 18-023 by title only on first reading.

**Motion**

Commissioner McCray moved to remove from the table. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed

**Motion**

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Clerk Pyle called the roll.

**Vote**

5-0

**9. CITY MANAGER'S REPORT**

- A. Report on the local artist's participation for the Town Square project

Lorie LaVerriere, City Manager to give an update on the Arts in Public places.

**Debby Coles-Dobay**, Public Arts Manager, explained that Palm Beach County has very few Public Artist. This program would align itself with the initiative to build wealth in the community.

This program would identify local artist who desire to team up with accomplished public artists to create and integrate public art in the City's Town Square project.

Ms. Coles-Dobay explained artist were told to submit their information to the City website. This was published through Palm Beach County listing, social media and other organizations. The applications would be reviewed and approved by the Arts Commission. The artist will be paired with Public Artists which were selected for the Police Station and the Interactive plaza. The objective was to implement an opportunity for

emerging local artist. This would provide an opportunity to learn budgeting, installation, material handling. Additional opportunity to create original artwork for the Fire Station, and on canvases on various garages. There are five opportunities for the emerging artist to be able to learn how to become a Public Artist.

Commissioner Casello asked if the decision was made by majority vote. Ms. Coles-Dobay responded yes.

Vice Mayor Romelus asked if there was any other board voting on the emerging artists. Ms. Coles-Dobay stated it would be the Arts Commission.

Vice Mayor Romelus inquired what counts as local emerging artist. Ms. Coles-Dobay responded Palm Beach County residents. The Building Wealth program focused directly on Boynton Beach residents.

Vice Mayor Romelus asked about the process to select the artists to receive a stipend. Ms. Coles-Dobay stated there are two different projects. For the Police station, the Interactive Plaza, those were calls to artist. Everyone was welcomed to submit their past projects. Then the Arts Commission looks at the letter of intent and the type of project they have previously completed. There are many criteria which are judged and then they are selected. Then the two shortlisted artist are given a stipend to prepare a proposal for the Commission and the Art Commission for approval.

Vice Mayor Romelus stated it was a continuation of that process. Ms. Coles-Dobay responded the emerging local artist program follow a similar process. The emerging artist will learn the process and procedures.

Commissioner McCray asked what was the qualifications and the duties of the Arts Commission. Sometimes it seems they are getting off track. Ms. Coles-Dobay answered to manage the arts program based on guidelines and recommendation and the ordinance. Her job was to guide the artist through that process.

Commissioner McCray asked for the ordinance and guidelines. Ms. Coles-Dobay replied she will provide that information.

Mayor Grant asked when the Arts Commission meet. Ms. Coles-Dobay stated their meetings are the 2<sup>nd</sup> Thursday of each month at 6:30 pm to 9:00 pm at Fire Station #5.

Commissioner McCray requested all members of the Art Commission receive the ordinance and guidelines.

Vice Mayor Romelus requested clarification regarding the Minnesota LLC. Ms. LaVerriere answered they are the bond issue and the funding partner for the Town Square. Vice Mayor Romelus asked for the amended contract.

Ms. LaVerriere said typically they sign off on the agreement, she will send the contract when the artists are engaged. Ms. Coles-Dobay stated it would take a couple of months before the City receive the artist contracts.

Mayor Grant asked when they can begin to see the art. Ms. LaVerriere replied about a year and a half.

**10. UNFINISHED BUSINESS - None**

**11. NEW BUSINESS**

- A.** Vice Mayor Romelus requested the Commission discuss the attached email from Susan Oyer.

Vice Mayor Romelus creates something which integrates the City logo.

Ms. LaVerriere indicated this items have been discussed with staff.

**Susan Oyer**, 140 SE 27<sup>th</sup> Way, suggested the ideal of having the City of Boynton Beach logo made into an aluminum fish/spinning sailfish. Ms. Oyer stated she has seen a similar project in London and Germany. She believes this could be successful and there are so many possibilities. This could be used as a photo opportunity for visitors to the City as well as having businesses participate.

Vice Mayor Romelus wanted to create a layout to rollout this program. This would bring interaction awareness to the City of Boynton Beach.

Commissioner Katz echoed the sentiment. He fully supports Ms. Oyer idea, especially for the downtown area. The hope was having a lot of foot traffic and pedestrian activity. There should be art for the people, not art thrust upon the people. He believes it was important and affordable. A regular person that appreciates art would appreciate attending a site with the aluminum fish. Commissioner Katz informed the audience the most successful art event was the Lake Worth Street Painting Festival. He liked the aluminum fish. This would be great because this was a marine theme. He likes the direction this would potentially drive the City. Public participation was needed to engage regular people.

Vice Mayor Romelus agreed arts by the public and for the public.

Mayor Grant indicated this would not be cheap. The art would need to be hurricane proofed. The City could look at something much smaller scale. He spoke with the City Manager regarding the mural painting at the solar canopies. He wanted to make sure this was fiscally responsible. He agreed with Vice Mayor Romelus and Commissioner Katz to have art for the public.

Ms. LaVerriere said there was some beautiful space at Town Square with some open public space. The City could get real local artist, the moms and dads that paint for a hobby to come out and do some fun events.

Mayor Grant asked if the City would be forming a Brand Taskforce. Ms. LaVerriere stated they are working towards that.

Mayor Grant asked if they would be working on the City of Boynton Beach Centennial. Ms. LaVerriere replied yes. Mayor Grant suggested combining those two events.

Commissioner McCray said everyone was in agreement. He does not want to see overkill.

**B. Discussion on Board Member Advocacy Ordinance**

Mayor Grant read the item into the record.

Attorney Cherof advised the history of the drafting the ordinance. Met with Mark Bannon, the Executive Director for the Palm Beach County Commission on Ethics (COE) and Christy Kelly the General Counsel for the COE to review the previous draft the Commission reviewed and tabled. This new version goes significantly further in distinguishing between the advocacy by a board member and lobbying by a board member. The City of Boynton Beach in 2010 adopted and came under the jurisdiction of Palm Beach County Code of Ethics. This Code specifically controls lobbying so those definitions apply to this ordinance. Nothing has been expanded in the definition of lobbying as it relates to that. The Palm Beach County Code of Ethics would apply in the Palm Beach County Ethics Commission rules and regulations that would apply if someone had an issue regarding a board member engaged in lobbying, the complaint would be filed with and reviewed by that entity. What this draft does was to describe advocacy which was not lobbying. Lobbying involves payment of money or compensation for the effort. Advocacy was defined as the use of the position of a board member to advance or block some proposed item that come before the Commission or the Board. The actions that a board member could do would be unrelated to items which would come before the Board. The actions that a board member could do would be unrelated to items that would come before the board; they could essentially do what they would want to do as a citizen or business owner within the City. What the draft does provide was lobbying by a board member was prohibited. A board member cannot engage in the business of lobbying. What a board member needed to do, faced with the choice of being a board member or being a lobbyist must choose their path.

The board member penalty for violation of the provision was removal from the board. Attorney Cherof was not certain whether this advances the intent of the Commission as discussed. He asked the Commission to focus first on the "whereas" provisions of the draft and see it this within the ballpark of what the Commission's intent. A provision has been added to make clear that these new rules regarding lobbying and advocacy are supplemental to the existing limitations set forth in the Palm Beach County Code of Ethics



Commissions Casello inquired if the City was changing anything from the Palm Beach County Code of ethics. Attorney Cherof replied there was nothing the Commission needed to change, unless the Commission wanted to reverse what was put in place in 2010; which is working very well.

Commissioner Casello said the ordinance provides a defined definition of advocacy on what a board member can do. A board member can still advocate in front of the Commission as long as the item has not come before the board on which the individual sits. Attorney Cherof stated that was correct.

Commissioner McCray stated since they are following the purview of the County he does not see any reason why this item was being moved forward. Asked the City manager what happened to the money being set aside. Ms. LaVerriere stated that was for the Inspector General (IG). Advised the lawsuit was appealed. There was not a mechanism at this point for the City to pay the IG. Commissioner McCray asked how much was stored. Ms. LaVerriere stated she would get that information to the Commission.

Mayor Grant asked if this would be a new ordinance. Was this a recommendation to be placed on the next agenda? Attorney Cherof stated at this point it was a suggestion. The Commission needed to place for first reading.

**Motion**

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

**Vote**

*3-2 (Commissioner McCray and Vice Mayor Romelus dissenting)*

- C. 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.

Mayor Grant read the item into the record.

**Motion**

Commissioner McCray moved to cancel the January 1, 2019 meeting. Vice Mayor Katz seconded the motion.

**Vote**

The motion unanimously passed.

- D. Approve the request of Commissioner Joe Casello to distribute \$1,000 of his Community Support Funds to Youth Enrichment Association for Academics and Athletics (Wildcats Football).

**Motion**

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

**Vote**

The motion unanimously passed.

- E. Approve the request of Commissioner Joe Casello to distribute \$1,000 of his Community Support Funds to Florida Youth Rugby Union a non-profit organization.

**Motion**

Commissioner McCray moved to approve. Commissioner Katz seconded the motion.

Commissioner McCray noted Commissioner Casello's replacement would not have any Community Support funds for 2019.

**Vote**

The motion unanimously passed.

- F. Approval of proposed settlement of litigation matter of Dennis Galindez v. City of Boynton Beach and all other pending claims by this employee.

**Motion**

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

Commissioner Casello said this was a police officer. The police officer was at a training facility when some type of horseplay resulted in the officer being injured. The City took care of him medically and he returned to work.

Attorney Cherof clarified when an employee was injured on the job or an associated activity of the job, most individuals believe that workman's compensation would cover exclusively. There are some exceptions to the coverage which allow an employee to sue their own employer. Attorney Cherof indicated if the employee can establish certain facts associated with the conditions which gave rise to the injury, this case falls under that exception to the worker's compensation rule.

Commissioner Casello asked the conditions that prompted this action by the City. Attorney Cherof replied a slip and fall case associated with the sidewalk area which had a material on it, the plaintiff claimed should have been known and corrected. Commissioner Casello said the City made the officer whole again and he was able to come back to work. Attorney Cherof agreed. Commissioner Casello queried why the City was being sued. He understood the original amount of the lawsuit was about \$200,000. Attorney Cherof confirmed.

Commissioner Casello indicated the City make settlements as a normal course of business. Attorney Cherof explained the City evaluates the risk and settlement are made in the best interest of the City.

Commissioner Casello asked if this employee could bring a lawsuit against the City then other employees could do this same thing. This could become an ongoing issue. Attorney Cherof responded this could be an ongoing thing. This was an exception to the general rule.

Commissioner Casello asked what made this an exception. Attorney Cherof replied the condition the employer knew of and did not repair the condition.

Mayor Grant stated it was like a negligence case. Attorney Cherof indicated it sounds like it.

Commissioner Casello questioned if the employee had agreed to leave the City employment. Attorney Cherof replied yes. Commissioner Casello asked if the individual was still employed with the City. Ms. LaVerriere stated the employee was on Family Medical Leave Assistance (FMLA), but is still an employee. Commissioner Casello said he is on FMLA for another medical illness.

Mayor Grant inquired how much has the City spent on legal fees. Attorney Cherof responded he would get that number to the Commission.

Mayor Grant questioned how many years this case has been in litigation. Attorney Cherof believed five years. Mayor Grant inquired if the City takes this to court would it be another \$30,000. Mayor Grant stated the employee could not claim worker's compensation at a later date. Attorney Cherof replied that was correct.

Commissioner Casello advised these type of cases have given hundreds of thousands of dollars in cases where the City believed it to be a business decision. Businesses outside this chamber would be out of business if they settled claims like the City. They have only litigated one case since he has been Commissioner and they won the case.

Commissioner Katz indicated he was pretty good at weighing the cost benefit of settling cases. He believes this one was he does not see a reason to settle. Based on the circumstances he does not see the City bearing any responsibility. He was in agreement

with Commissioner Casello there was no reason to believe the City would lose this case. While on the job the individual engaged in some sort of negligence behavior.

Commissioner McCray asked if the employee was presently working. Ms. LaVerriere stated he was on FMLA.

Commissioner McCray asked the salary of the employee. Ms. LaVerriere responded about \$70,000. Commissioner McCray stated settle this.

Commissioner Casello inquired if the employee could come back and file a disability pension claim. Attorney Cherof stated he did not believe he could. Explained the way the settlement was structured, the employee waived all additional claims.

### Vote

2-3 Settlement Denied. (*Commissioner Katz, Commissioner Casello and Mayor Grant dissenting*)

## 12. LEGAL

- A. The Town of Hypoluxo agreed to terminate the current water services agreement with the Town of Manalapan and allow the City to serve these customers with water services. The City currently serves the whole Town with sewer services and one third of the Town with water services. This agreement will allow the City to serve all property within the municipal limits of the Town of Hypoluxo and expand services as requested.

### Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

### Vote

The motion unanimously passed.

- 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

Attorney Cherof read Proposed Ordinance No. 18-017 by title only into the record.

**Motion**

Commissioner McCray moved to remove from the table. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**Motion**

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vice Mayor Romelus inquired if the City received clarification from the outside entities. Attorney Cherof replied yes.

Clerk Pyle called the roll.

**Vote**

5-0

**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. Approve 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. - October 16, 2018
- 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. - October 16, 2018

- E. 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.

Approve 1320 S. Federal Highway Rezoning (LUAR 18-001) from C-1, Office Professional to MU-1, Mixed Use 1. Applicant: Exsorro One, Inc. - October 16, 2018

- 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. - October 16, 2018

- 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. - October 16, 2018

Mayor Grant indicated he would like to discuss the City Development Code regarding the signage, awnings and the appeal process. Ms. LaVerriere replied staff needed time to review the Code. Commissioner McCray noted this was something which was needed. Ms. LaVerriere advised staff have projects and strategic plan objectives to meet. Advised she would provide updates at the next meeting.

#### **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 9:21 p.m.

*(Continued on next page)*

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Mayor - Steven B. Grant

\_\_\_\_\_  
Vice Mayor - Christina Romelus

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Commissioner – Justin Katz

\_\_\_\_\_  
Commissioner - Mack McCray

\_\_\_\_\_  
Commissioner - Joe Casello

ATTEST

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

\_\_\_\_\_  
Queenester Nieves  
Deputy City Clerk

**MINUTES OF THE CITY COMMISSION MEETING HELD ON  
AT THE INTRACOASTAL PARK CLUBHOUSE,  
2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA  
ON TUESDAY, OCTOBER 16, 2018, AT 6:30 PM**

---

**PRESENT:**

Steven B. Grant, Mayor  
Christina Romelus, Vice Mayor  
Justin Katz, Commissioner  
Mack McCray, Commissioner  
Joe Casello, Commissioner

Lori LaVerriere, City Manager  
Shana Bridgeman, Assistant 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

The invocation was given by Commissioner McCray.

Pledge of Allegiance to the Flag led by Commissioner McCray

The members recited the Pledge of Allegiance to the Flag.

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

**Motion**

Commissioner Casello moved to approve the agenda. Commissioner McCray seconded the motion that unanimously passed.

**2. OTHER**

A. Informational items by Members of the City Commission



Commissioner Katz had no disclosures. Commissioner McCray attended the mandatory four-hour Ethics training and met with Attorney Bonnie Miskel and another individual earlier in the day. He attended an INCA meeting last night. A Florida Wildlife and Conservation Representative as well as the Sheriff were present and they told INCA residents the same thing the Boynton Marine Patrol told them. It was a shame no one believed the Marine Patrol. He appreciated the brochures from the Marine Patrol and he commended Police Chief Gregory.

Vice Chair Romelus and Commissioner Casello had no disclosures.

Mayor Grant announced on October 3<sup>rd</sup>, he attended the Palm Beach County Transportation Planning Agency Steering Committee meeting and that evening he was at Due South for *On the Road for Climate Action*. A presentation was made at Due South promoting the book *50 Myths About Climate Change* and the science behind it debunked the myth that volcanos are causing global warming and other issues. On October 4<sup>th</sup>, he attended the Business Development Board Luncheon and the National Day of Taiwan. On October 6<sup>th</sup>, he attended a painting event for the American Stroke Association called *Stroke for Stroke*. On the 8<sup>th</sup>, he attended an elementary school summit which he will discuss as a future agenda item. On October 9<sup>th</sup>, he attended the Ethics Class and was at the International College of Health Sciences in Boynton Beach to help with the accreditation of their nursing program. On October 10<sup>th</sup>, he went to the Special Needs Advisory Council awards ceremony and announced there was a local winner. On October 15<sup>th</sup>, he attended a Principal Summit with Congress Middle School, and he attended INCA and the Historical Society and met with Attorney Bonnie Miskel and Corporate Property Services.

B. Presentation of Plaque and Recognition of Joe Casello as Commissioner for District 4. Mayor Grant had a plaque of recognition for Commissioner Casello.

Commissioner Casello commented he was humbled and honored to have had the privilege to serve for six years and he felt good he was leaving on a high note. He entered the election in 2013 for the right reasons. At that time, Boynton Beach had much going on and not all of it was good. When he ran, he was unknown. He was a former firefighter and the only individuals that he knew that might be on his side were firefighters' and he knocked on their doors. He finally got to the right people and was supported, winning his first election by three votes.

He advised during the last six years, there was about half a billion dollars of new development in Boynton Beach, a new phoenix will rise from the former City Hall with a new Town Square. The population has increased and Commissioner Casello noted this year Boynton Beach had the highest percentage of new people moving in. He commented they must be doing something right on the dais that individuals choose to live, work and play in Boynton Beach.

He has made some tough decisions on the dais. The votes may not have always been right, but they came from his heart. The first vote he ever took was the Old High School which had been in disrepair for 20 plus years. He made a statement it was just a bunch of two by four and nails and mortar and the pushback he received was tremendous. It was a part of Boynton's history. He is most proud that he listened to the people who the project was important too and they convinced him it had to stay and they did it. Now all can see what is occurring and there is now a new downtown.

He looks forward to when Boynton Beach can be diversified without districts and have just one Boynton Beach where all citizens can enjoy the fruits of their successes. He thanked staff who made his job much easier. People are a phone call away and they go out of their way to provide the direction and information to make informed decisions. He thanked Colin Groff and City Manager, Lori LaVerriere. He noted they just left a contentious closed-door session, but they come out as one, which is the most important thing. He contended Commissioner McCray and he are dinosaurs on the dais. The new younger Commissioners are bright, progressive and are the future leaders. His seat will be filled and the newly elected Commissioner will be in a good place to work with his fellow colleagues on the dais.

Commissioner Casello explained his wife was present and for six years, he would come home although he likes to get his way, one thing he learned was, it is not your solution to the problem that is the best; it is a partnership. He learned how to work within a group because if they do not work together, nothing will ever get done. He is leaving Boynton Beach in a better place. He will not be far and he knows where his roots are. He thanked all out there and former Mayor Jerry Taylor. He expressed his sincere thanks and advised he will be working very hard for Boynton Beach in Tallahassee.

Lori LaVerriere presented him with a gift and he was given a plaque. He thanked all.

Commissioner McCray commented the Commissioners all learn the road together. It was difficult and they did not always see eye to eye. But they all walked out as friends. Sometimes they think it is difficult or not worth it, but it is rewarding. He wished Commissioner Casello the best of luck in Tallahassee and he will see him there.

Mayor Grant first met Commissioner Casello at the Financial Advisory Committee when he was running for office and Commissioner Casello was learning as much as he could about the position. He feels he did his absolute best to become a State Representative and now he will be representing Boynton Beach and 420 municipalities and unincorporated areas. He was looking forward to seeing him in Tallahassee

Commissioner Katz commented Commissioner Casello has not only been a coworker, but also a valued friend and he looks forward to the continued relationship. Commissioner Katz met him at a diner on Gateway about five years ago when he ran for the School Board. Commissioner Casello had endorsed his opponent, but in that meeting, there was a lot to be said about honesty, truth and integrity. Commissioner Casello showed his

character at their first sit down and his character has not changed. They are both from the northeast and they have working class families. They both like Wawa, they had similar view points, and it was convenient to have a strong ally. When they had disagreements on topics, it was not made personal. The City Commission has different viewpoints and it is a testament to him he stayed consistent. They were effective getting many things done in a wide range of activities. It will be a tough job to fill Commissioner Casello's shoes. It was a pleasure to work with him and he will work with him in his new capacity. He will stay in touch and work with him every day. He thanked Commissioner Casello.

Vice Mayor Romelus commented Commissioner Casello should go forward and make Boynton Beach proud.

### **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.

Mayor Grant read the proclamation designating the Month of October as Walk to End Alzheimer's Month. Present to accept the proclamation was Shenetria Moore. Ms. Moore thanked all for the opportunity to discuss the walk, as it was dear to her as she lost her grandmother to Alzheimers. It is the sixth largest disease killer in the U.S. One in three seniors will have Alzheimer's or some form of dementia and it kills more people than breast and prostate cancer combined. She requested support and announced the walk is Saturday. It is a fun walk, participants should wear purple tee shirts and support the fight.

- 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.

Mayor Grant read the proclamation designating October 15-19 as Poverty Awareness Week. Present to accept the proclamation was Mr. Ontario "OJ" Johnson. Mr. Johnson thanked all and advised the fallout early for poverty cost the country \$500 billion yearly. He is the coordinator for Circles of Palm Beach County. They are building a community to end poverty. The program is an opportunity for people to become involved and share their experiences, wisdom, what they have learned and then put their hand in the pot to make a change. All are welcome to go to Pathways to Prosperity to visit a Circles class to see how they work providing tools and education to overcome poverty and provide outreach in the community.

Commissioner McCray asked how many families had been helped since the program started and learned about 126 families were helped and the program is ongoing. They

need involvement from the community aligning families with allies who have become an intentional friend and support system to the family. He advised it is a hand up.

- 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

Mayor Grant read the announcement as noted above.

- D. Announce the change in the date for the regularly scheduled November 6<sup>th</sup> Commission meeting to Wednesday, November 7<sup>th</sup> at 6:30 PM.

Mayor Grant announced the change.

- E. Announcement of the 7<sup>th</sup> Annual Boynton Beach Pirate Fest and Mermaid Splash.

**Lord Governor Hyde** proclaimed the 7<sup>th</sup> Annual Boynton Beach Haunted Pirate Fest and Mermaid Splash hosted by the Boynton Beach Community Redevelopment Agency on Saturday, October 27<sup>th</sup> and Sunday, October 28<sup>th</sup>. Pirates will invade downtown Boynton Beach with swash-buckling adventures for the whole family. The free event has non-stop entertainment, music, stunts, shows, cannons, vendors, live mermaids, a treasure hunt and more. There will be food and drink including craft beer brewed from Due South, especially for the festival. He invited all to stop by to pick up pirate booty and encouraged all to dress to impress for the Royal Wedding of his daughter at 1:30 p.m. on Saturday at the most exciting Pirate Fest in South Florida. Further information could be obtained at the [BoyntonBeachPiratesFest.com](http://BoyntonBeachPiratesFest.com).

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

**Eleanor Krusell**, Communications and Marketing Director, explained this was the third year in a row the City received a silver Circle Second Place Award from the City/County Communications and Marketing Association in its Savvy Award Competition for its 2018 calendar. The entry was an extensive six-page entry that had to include the problem and opportunity statements, intended goals and outcomes, documentation of achievement, and budget and use of outside resources. The calendars were also judged for creativity, quality of content, design and production. Over 700 entries were received and judged. The City is proud to receive second place and next year the City will be first. Ms. Krusell explained ICMA is an association made up of government communication and marketing managers and it is a national award.

- G. Justin Katz, CTA President has requested to address the commission regarding the School District referendum.

Commissioner Katz explained he is President of the Palm Beach County Classroom Teacher Association representing over 13,000 teachers and professionals that support teachers throughout Palm Beach County. He advised he wanted to provide information about a question on the ballot regarding serious issues that would be addressed if the referendum passes. The referendum, if passed, will give the School Board the ability to levy one mill of ad valorem taxes and dedicate the funds for operational needs of non-chartered district schools. The funds will be used to acquire school safety equipment, hire additional school safety police and mental health professionals, fund art, music, physical education and career and choice program teachers, improve teacher pay beginning July 1, 2019. The referendum will end on June 30, 2023, with oversight by an independent committee of citizens and experts. If approved, the initiative will fund over 650 existing positions. In 2010, due to the recession, the State Legislature cut public education funding by \$1 billion and in addition to reduced property values and reduced local property taxes, the school district asked voters in 2010 to approve a quarter mill, to fund the positions. The tax must expire every four years. Voters passed the tax in 2010 and in 2014.

The School District wants to continue to fund the 650 positions as student options, school security, mental health and teacher pay have become significant issues. In addition to funding the positions, there are increases for police officers and mental health personnel. Last year, the Legislature passed a law that mandated one officer per school and they set aside some funds, but not enough. The school spent \$15 million for security, but only received \$5 or \$6 million from the State. Commissioner Katz noted an elementary school may have 600 or 700 students and a high school may have 3,500 students. One officer per school in an elementary school verses a high school would have different scenarios if an incident arose. If the referendum is passed, the District will hire 77 more police officers to supplement the one officer per school, which would result in two officers in every middle school, three in every high school, and allow the officers to move from school to school if there is a need to increase security. The goal is not to stop shooters, the idea is to prevent shootings from occurring which is a mental health issue. Guidance counselors have been monitoring graduations to ensure students graduate and they are not guidance counsellors any more in the traditional sense. Students need dedicated people in which to interact. As a teacher, he was not trained or prepared to differentiate between a child saying something weird as opposed to them having a potential issue. There would be 180 new positions and mental health professionals on every campus with other mobile mental health professionals to address potentially violent students.

Another component of the referendum is teacher retention supplements. Funding for public education in the country has dropped. Florida stopped funding education as demands increased, although less money was provided. As a result, teacher pay was ranked in the low 40s, and a teacher could move to 40 other states and receive better pay. If competitive wages are not provided, there will be talent lost and high turnover.

Palm Beach County, due to turnover, hires over 1,200 new teachers and every five years 50% of the teachers were hired within the last five years or less. College enrollment and educational programs are decreasing and people do not want to enter the teaching professions. Teachers, based on years of experience, would receive supplements of \$1,000, \$5,000 or \$10,000 to their base pay contingent on their experience and allow them to reach the level they would have been at if the recession had not occurred.

The package includes safety and mental health, curriculum options for students and ensuring the highest caliber teachers are retained. Each year, the School District has to mention what the tax rate and what the roll back rates would be, if implemented. Commissioner Katz explained the City Commission made that decision. The State Legislature controls the local required property tax for the school district and they have historically imposed the roll back rate. Each year the Legislature says property values have increased so the property taxes need to be lowered, which eliminates new revenues schools receive. From 2012 through 2019, the property tax rate for the school district is the lowest it has been. Schools do not see any increase in revenue, but they are subject to the whim of the Legislature, which last year designated 47 cents of unrestricted funds per student for each school district, which equated to about \$100,000 to increase wages for Palm Beach County. He noted there are almost 27,000 full and part time employees. If they had not done this over the years and they had watched the property tax rate remain at the normal level, but capture the new revenues from increasing values, they would have had \$180 million additional dollars to pay for everything that was being discussed.

The School District could fund the enhancements themselves, if not for the roll back rate. The referendum is to pay the amount of taxes that property owners would have paid if the Legislature had not intervened and prevented the funds to be given to the School District.

Commissioner Katz commented two years ago, a sales tax was implemented in Palm Beach County and half the revenues went to the school district, a quarter percent went to County government and the remaining funds were divided among the municipalities; however, those revenues could only be used for capital improvements, deferred maintenance and technology upgrades. Not one cent could be used for personnel. This referendum is exclusively for personnel needs.

Commissioner Katz pointed out the tax existed 2010 and again 2014. In the past, the tax was for a quarter mill special tax resulting in a \$25 tax for every \$100,000 of assessed home value. In order to fund the additional needs, the School District was requesting the one full mill, which would be \$100 per \$100,000. When the State lottery was implemented, the funds would be used for education, but the Legislature used it only to cover existing costs, so it did not increase education funding for public schools. After covering the existing costs, they took the money and spent it elsewhere. He noted a good portion of the lottery money also goes to Bright Futures Scholarships. He supported the increase and commented public education is the source of all social and economic mobility. Without it, people would remain in poverty. He commented it is important the referendum passes and it was important to him as a teacher and as a City Commissioner.

It was important for safety and they cannot continue the trend in the country with school shootings. They can address the problem locally by providing the funds and resources. The Referendum is the last item on the four-page ballot. He requested those in attendance support the item and answer the last question first and then start at the beginning of the ballot.

Mayor Grant recognized Stephanie Soplop, Recreation Assessment Specialist, for winning the Employee of the Year for the Special Needs Advisory Coalition of Palm Beach County and read a letter about her and what she does.

Ms. Soplop thanked Wally Majors, Recreation and Parks Director; Debbie Majors, Grants and ADA Coordinator; the City Commission; Mayor Grant; City Manager Lori LaVerriere; Mary DeGraffenreidt, Special Events Program Manager; and all her coworkers. She agreed with Commissioner Casello's previous comments that any solution is about a partnership and working together. Inclusion is important to her and she was honored to be working with the Leadership Team for their support and passion.

#### **Motion**

Commissioner McCray moved to approve the agenda with that addition of recognizing Ms. Soplop.

Mayor Grant also added a statement about early voting beginning October 22<sup>nd</sup> at the Ezell Hester Center from 7 a.m. to 7 p.m.

#### **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)**

**Suzanne Ross, Executive Director**, Schoolhouse Children's Museum, explained September at the Museum ended strong and welcomed over 415 more guests this September than last year. October also started strong. She explained there are many Halloween activities occurring. October 19<sup>th</sup> is Pumpkin Day, Wednesday October 24<sup>th</sup> is a Halloween themed Super Sensory Messy Play. Friday, October 26<sup>th</sup> is a not so scary Halloween Celebration at 10:30 a.m., and the Museum is participating in Pirate Fest with a booth in the children's area and will offer two interactive activities, promoting the Museum is open during construction and giving away free BOGO passes to the Children's Museum. A new exhibit has opened at the Museum: Boynton Builders Supply in honor of the construction taking place. Youth can build with child-sized foam concrete blocks, planks, bricks and pavers. Two new programs beginning this month are Music Together, an internationally recognized music program for children and the adults who love them, which was partially underwritten by the Cultural Council of Palm Beach County, and Tumble Tots which is a tumbling class for small children. She invited all to attend.

**Adam Turey**, thanked Commissioner Casello for his friendship and commented when Commissioner Casello knocked on Fire Station doors to find support, the person he was looking for was him. He met with him and from the beginning knew he was something special. He was impressed with his work and work ethic. They do several extra activities, meetings and Commissioners do their best. He thanked Commissioner Casello on behalf of the Boynton Beach Fire Rescue Local 1891 for years of service and dedication. He wished him good luck in Tallahassee.

**Fred Angelo**, 16428 75<sup>th</sup> Avenue North, Jupiter 33418, advised in Tallahassee Democrats sit in the back. They do not have microphones so Commissioner Casello should get used to yelling.

**Kevin Homer**, 2505 Lake Drive North, wanted to discuss the last two Boynton Cares Cleanups. The first Cleanup occurred on International Cleanup Day and the group was one of 60 cleanup groups in the County participating in the large-scale event. Sponsors included the Solid Waste Authority, Papa Johns, Steve from Shell on Gateway and Federal Highway, Del sol Bakery, Deep Ocean Reef Bar and Grill, Bonefish Grill, Dominic's of Boynton Beach and the Driftwood. Restaurants gave gift cards from surrounding cities such as the Old Key Lime House in Lantana and Taverna Trela in Delray Beach. Mr. Homer announced over the past six cleanups, they have removed more than 1,000 pounds of harmful plastic from Intracoastal Park alone. He noted Intracoastal Park is unique. There is a freshwater lake, a playground, pavilions, but most importantly, the mangroves, which prevent erosion and filter water. They serve as a nesting ground for marine life, and they help prevent erosion.

Mr. Homer commented east, past the signage Mr. Majors added on the Intracoastal Waterway and then the Boynton Beach Inlet, is the gateway to the ocean and the Gulfstream, which is the international highway bringing pollution to and from Boynton Beach. He noted these waters connect Boynton Beach to the rest of the world. In an attempt to recruit new volunteers that have been with them since the beginning, they will adopt their own Boynton Beach Park. He wants to help anyone adopt a park and he would like every park adopted by someone in the community. He pointed out the group uses zero financial resources from the City. He thanked the City Commission for their time and support, and Mayor Grant, who is a very hard working volunteer. He thanked Wally Majors and Wayne Carrels, Alex from Channel 5 News and Chelsea from the Palm Beach Post. He commented the media is very powerful. All are appreciative, especially the plants and animals, if they could speak.

**Herb Suss**, 1711 Woodfern, commented this past weekend he was on the Southeast Honor Flight and he thanked the City, Fire and Police Departments who had their members on overhead bridges. He wished Commissioner Casello the best. Mr. Suss spoke about Alzheimer's and explained he volunteered to participate in a program to be treated for plaque they discovered on the brain. The program is called Ban 2401 which stops the plaque from accumulating. It does not cure Alzheimer's, but it can arrest its progression. He received a call to continue testing the Ban 2401 in another phase. He



will be treated again for another two years and they will increase the dose. He has been tested and was proud to announce his plaque has been stopped. He announced there is a breakthrough.

No one else coming forward, Public Audience was closed.

## 5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Building Board of Adjustments & Appeals: 1 Reg and 2 Alts  
Education and Youth Advisory Bd: 2 Stu  
Historic Resource Preservation Bd: 1 Reg

Mayor Grant read the openings. There were no applicants.

## 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 HGAC Buy 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.
- I. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for 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.

**Motion**

Commissioner Casello moved to approve. Commissioner McCray seconded the motion that unanimously passed.

## **7. BIDS AND PURCHASES OVER \$100,000**

- A. **PROPOSED RESOLUTION R18-152** - 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.

Mayor Grant read proposed Resolution R18-152.

### **Motion**

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

Commissioner McCray commented many crossing guards approached him saying they are the lowest paid in the County. He asked if this would result in an increase in wages. Michael Gregory, Police Chief, responded it would increase their hourly rate. Currently they are paid \$12.56 an hour with a three-hour minimum per post per day. With the piggyback contract, they will be paid \$20.19 an hour, but only two hours per post per day, starting once the contract is signed.

### **Vote**

The motion passed unanimously.

- 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".

Mayor Grant presented the item as noted above.

### **Motion**

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Commissioner McCray asked what is done with the old containers. Andrew Mack, Director of Public Works, responded typically, they repair the old containers, but when they can no longer be salvaged, they sell it for scrap metal to Riviera Beach and get money back. The revenue is placed in Sanitation Solid Waste Fund. Commissioner McCray asked how much was received for fiscal year 2018. Mr. Mack advised he will provide the figure.

**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. 18-028 - 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.

Shanna Bridgeman, Assistant City Attorney, read proposed Ordinance 18-028 by title only on first reading.

**Motion**

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

Mayor Grant pointed out the alleyway is in the Cottage District.

**Vote**

City Clerk Pyle called the roll. The motion passed 5-0.

- 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.

Shanna Bridgeman, Assistant City Attorney read proposed Ordinance 18-027 as noted above.

**Motion**

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

**Vote**

City Clerk Pyle called the roll. The motion passed 5-0.

- B. PROPOSED ORDINANCE NO. 18-023 - THIRD READING** - Approve Ordinance for NE 1<sup>st</sup> 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.

Assistant City Attorney Bridgeman read Proposed Ordinance No. 18-023 by title only on first reading.

**Motion**

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

**Vote**

City Clerk Pyle called the roll. The motion passed 5-0.

- 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)**

**Motion**

Vice Mayor Romelus moved to table to November 7, 2018. Commissioner McCray seconded the motion that unanimously passed.

- 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.

Assistant City Attorney Bridgeman read Proposed Ordinances 18-029 and 18-030 by title only on first reading.

Items E will be heard together. Attorney Bridgeman administered an oath to all those intending to testify.

**Bradley Miller**, representing the applicant, first thanked Commissioner Casello for his work in the City, commenting there has been an improvement with him on the dais. It was a pleasure working with him. Commissioner Casello responded Mr. Miller has been a professional in his presentations and he made decisions easy on projects he brought forward. He appreciated his explaining what needs to be known.

Mr. Miller advised the site is located on the northeast corner of Federal Highway and Riviera Drive, the site of the old IHOP. The property is cleared and undeveloped. The site abuts the Colonial Center to the north, and there are single-family homes along Riviera Drive to the east. The Snug Harbor Condominium community is to the south, and One Boynton, or the former Las Ventanas, is southwest and across the road is Dunkin Donuts. They were requesting a change to the land use and rezoning, which follows the CRA Redevelopment Plan, to designate the site as a Mixed Use (MU) Medium land use, but because of its size, they had to drop it to MU Low. It is still a mixed-use proposed use, consistent with the CRA plan.

Visuals reflected the Future Land Use Map (FLUM) and the site, which is located within the Office Commercial (OC) designation. The CRA Master Redevelopment Plan calls for MU Medium and the developer is proposing MU Low. The existing zoning is C-1, a Commercial Designation also for office development and they proposed a MU 1 designation. Mr. Miller explained the change was due to the property already having an office development designation and they were proposing an office development with a mixed use with some retail. The CRA Redevelopment Plan includes an incentive to push buildings closer to the street, creating more pedestrian-friendly development along Federal Highway, and having hidden parking behind the buildings, which is what was proposed.

The site plan showed a three-story building along Federal Highway, having just under 11,000 square feet, with 32 parking spaces on site and 13 on-street parking spaces on Riviera Drive, which was encouraged by staff. Mr. Miller advised there were questions about drainage at the Planning and Zoning meeting. Currently there is no drainage system at all. The project will include a drainage system under the parking lot directing the water to a catch basin and into an exfiltration trench. The permitting process is one of the more regulated components of development as three agencies review the drainage system. The requirement is the project would have no impact on adjacent properties. There will be 16 feet of pedestrian space in the front with 11 feet of it covered by the second and third floors. There will be covered canopy areas and they will resurface Riviera Drive and provide parallel spaces. Images of the elevation and the east elevation (back) side of the building were viewed. Retail was on the ground floor. The principal tenant for most of the building was a dermatologist. The lobby area on the ground floor will be an art museum featuring a collection owned by the doctor. Due to the design and the architecture with glass windows nearly on all side, pedestrians can see the art all the

time from the sidewalk areas. The second and third floors are medical office space. There is also a rooftop terrace that can be used for meditation and/or yoga as part of medical office treatment.

Mr. Miller noted the height exception, which was tabled, allows for mechanical equipment above the maximum height for elevator shafts and stairwells to get to the rooftop, which will be discussed more at the second reading. AW Architect put the drawings together and Mr. Miller thanked City staff for suggesting they submit a rendering of what the development looked like. He noted when the landscape fills in the space, it complements the building's design. A very brief video was viewed. Mr. Miller believes the project meets the CRA goals of having a mixed use. It retains an existing business and places a nice building on a parcel that was vacant. Vice Mayor Romelus liked the open stairwell concept as it pertained to safety and she thought it was a good element to have.

Mayor Grant opened Public Comment.

**Linda Morton**, 641 Riviera Drive, President of Colonial Center Condo Office Association, asked about the width of the street as the drawing showed parking on both sides. She noted the street is narrow and can barely accommodate two cars going down the street. She asked how far the road will encroach on Snug Harbor or the existing property to make the road available for four vehicles with the cars. She also asked about the height exception. She asked how often roof space would be used and if there will be parties or night time activities as sound travels along the water. She further asked if the entrance to the parking lot for the property is set up to allow a commercial vehicle to maneuver into the parking lot at Riviera Drive is a real tight turn for many commercial vehicles. If the vehicles cannot turn adequately, it would create traffic on Riviera Drive.

No one else coming forward, Public Comment was closed.

Mr. Miller explained there is pavement on Riviera Drive and a 50-foot area outside the pavement that is considered the right-of-way. The proposed parking and the reconstruction of Riviera Drive will be in that 50 feet so there will be no encroachment on the project site. The road width is 22 or 24 feet, which is the minimum width and the parking spaces are on the outside of that. It meets all regulations for the required cross section. As for the rooftop, the project is a business and not intended for late night parties. The rooftop would be used for quiet time for the doctor's patients and employees during business hours. As for trucks and vehicles maneuvering for fire and emergency access, the vehicles can make it through which would also accommodate commercial vehicles.

Mayor Grant requested a motion to approve Ordinance 18-029.

### **Motion**

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

## Vote

City Clerk Pyle called the roll. The motion passed 5-0.

Mayor Grant requested to approve Ordinance 18-030

## Motion

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

## Vote

City Clerk Pyle called the roll. The motion passed 5-0.

## Motion

Vice Mayor Romelus moved to table the items to November 7<sup>th</sup>. Commissioner McCray seconded the motion that unanimously passed.

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)**

I. **PROPOSED ORDINANCE NO. 18-024 - SECOND READING** - Approve Good Stone townhomes annexation (ANNEX 18-001) Applicant: Good Stone, LLC.

Attorney Bridgeman explained there were three Ordinances associated with this item.

She read proposed Ordinance 18-024 by title only on second reading

**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.

Attorney Bridgeman read proposed Ordinance 18-025 by title only on second reading.



**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.

Attorney Bridgeman read proposed Ordinance 18-026 by title only on second reading.

Mayor Grant requested a motion on Ordinance 18-024.

**Motion**

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion.

Mr. Miller commented the team was present and explained the project is a small parcel on Federal Highway consisting of a third of an acre. Waterside was to the north of the site, a single-family residential development was to the east, Tradewinds was to the south east, Seaborne Cove was to the west and Bayfront was on the west side of Federal Highway. They are requesting four items. One was annexation to bring the property into the City. It is currently in unincorporated Palm Beach County and when annexation occurs, the City applies a land use designation that is appropriate for the site. They are requesting a special high-density residential land use having 20 dwelling units per acre and IPUD zoning which was established to give small parcels flexibility. Visuals reflected areas around the subject site that are still in unincorporated Palm Beach County. The current designation is commercial high density and the current zoning in the County is General Commercial.

*(Vice Mayor Romelus left the dais at 8:06 p.m.)*

The site plan reflected four units for townhomes. Access would be off Chukker Road between Waterside and the subject site. There are about 12 homes to the east that the roadway serves and the driveway would enter the development. The end units have a single-car garage. The three-story units are a little over 2,800 square feet, having three bedrooms. The two internal units have a two-car garage, having just over 3,000 square feet and have the potential for four bedrooms. They planned the project to have five units although the density permitted up to six and settled on four units to accommodate residential and guest parking. There are a total of 12 parking spaces including the garages and six surface parking spaces that are related to the units themselves. The IPUD requires a minimum of 1,000 square feet of recreational area. The developer proposed over 1,400 square feet of recreational area with a boardwalk, open space, a trellis and bbq grill that backs up to the canal. The northeast part of property is drainage.

Mr. Miller noted the site is undeveloped and there were discussions about drainage on Chukker Road, which has come to be known as Lake Chukker. The road is small and as people drive, the water seeks the lowest level. The development will address drainage. They will widen Chukker Road, which currently has 13 feet of pavement and will resurface

that area of Chukker Road along the property frontage to transition into the existing pavement and provide better access for a two-way road when approaching from Federal Highway.

*(Vice Mayor Romelus returned to the dais at 8:10 p.m.)*

The drainage problem will be resolved by making the improvements. Residents will be able to use the existing driveway, which enters Waterside and the project site. Residents spoke about trucks using the street and the improvements would provide the opportunity to turn around by making a three-point turn using both driveways that fit in the community.

*(Commissioner McCray left the dais at 8:13 p.m.)*

The three-story units are in a Mediterranean design to be compatible to the southern area on Federal Highway. Waterside, Seabourn Cove and Bay Front have similar architectural components. The floor plans and landscape plans were viewed and there was a request from the Planning and Development Board to include more plant material to attract butterflies, which was featured in the Palm Beach Post.

*(Commissioner McCray returned to the dais at 8:15.)*

Mr. Miller commented they would include more plants, but if they get too carried away with the butterflies attracting plants, they should remember butterflies come from caterpillars that eat plants, which warranted consideration during the permitting process. The developer was asking approval to annex the property into the City. There was discussion of ownership of Chukker Road. Mr. Miller and Colin Groff researched and learned the County owns the road, but years ago the road maintenance was conveyed to the property owners along the street. Mr. Groff had some ideas to entice property owners to annex into the City and assist with some of the maintenance program.

Commissioner McCray inquired if the City provides police and fire services and learned they did not. The City only provides those services in a life threatening emergency through the City's interlocal agreement with the County. Commissioner McCray thought if annexed, it would behoove the City to annex the road. Mr. Groff agreed.

Commissioner Katz asked about the disposition of the road, if residents agreed to be annexed, and if the City would take over the road. Mr. Groff responded they would work with residents if requested. They would see if there was a way to make sure the road meets standards for public safety. Currently, the road is not adequate for public safety vehicles, except in an emergency and they may incur damage driving down the streets.

Commissioner McCray reiterated his thought it would be better for the City to annex the road. Lori LaVerriere, City Manager, explained they would still research how to do so and the City is very interested in doing so. It will be a future discussion. Commissioner McCray wanted to approve the application, but wanted to do so with the condition it be

annexed in the City. Ms. LaVerriere was unsure it could be made a condition, but there was consensus those efforts would be made. Mayor Grant advised annexation of Chukker Road would be an item on a future agenda.

Mayor Grant requested a motion to approve Ordinance 18-024.

**Motion**

Commissioner Casello moved to approve. Commissioner McCray seconded the motion.

**Vote**

City Clerk Pyle called the roll. The motion passed 5-0.

Mayor Grant requested a motion to approve Ordinance 18-025.

**Motion**

Commissioner Casello moved to approve. Vice Mayor Romelus seconded the motion.

**Vote**

City Clerk Pyle called the roll. The motion passed 5-0

Mayor Grant requested a motion to approve Ordinance 18-026.

**Motion**

Commissioner Casello moved to approve. Vice Mayor Romelus seconded the motion.

**Vote**

City Clerk Pyle called the roll. The motion passed 5-0.

- I. Approve Good Stone Townhomes New Site Plan (NW SP 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.

**Motion**

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion that unanimously passed.

## 9. CITY MANAGER'S REPORT

- A. At the request of Commissioner Casello, discuss options for the future use of the Tennis Center.

Commissioner Casello advised it came to his attention during the budget hearings that the Tennis Club is a losing about \$100,000 a year. He wanted to do something similar to when the golf course was losing money and review the fee structure. He noted the Golf Course is an enterprise fund, meaning it pays for itself. He was not proposing to do away with the Tennis Club, only that it be self-sufficient.

Mayor Grant commented the Tennis Center is next to Barrier Free Park, and the park does not pay for itself because it is a park and a recreational activity. The City is helping to defray the cost of maintaining the Tennis Center, and he thought it was wonderful. It is for local people playing so they can play in leagues and he noted Boynton Beach does not have a tennis stadium like Delray Beach. He wanted to discuss, as a future agenda item, his discussion with school principals as he thought the City should leverage the facility with students. He favored allowing staff to adjust the fees as needed with different rates for summer vs winter for daily use, but he was not in favor of doing much else.

Commissioner Casello pointed out they are losing \$100,000 a year, and he was only asking to review the fee structure to make the Center pay for itself. Currently it is like a private club. He thought the City has some of the best courts noting it is a high tech court with a high maintenance cost to the City.

**Wally Majors**, Recreation and Parks Director, explained the City has daily use fees and individuals have the option to purchase an annual permit that lets them use the courts without the daily fee. Last fiscal year, there were 77 annual permits sold to residents and 65 for non-residents. It is a public facility, and last fiscal year, over 3,200 players used the facility as part of daily use.

Commissioner McCray did not mind looking at the fee structure, but did not want the fee to price out the facility and further asked if there was a way to reach out to citizens, advertising it is a public center. He asked how the City advertises the facility and learned it was through Funfare, press releases and social media to let them know the facility is there. Mr. Majors noted the popularity of the sport varies from year to year. If American tennis players are doing well, the popularity of the sport increases and so does the use of the facility. The courts have a hard true surface, which is common and ideal for tennis courts and that is why the Center is popular. It is high maintenance and it does require daily grooming. It is a softer surface and during the summer is more forgiving with the heat. Commissioner McCray asked when the City put the lights up and learned they were installed about four years ago. There was extensive damage after a hurricane and some of the lights were due to be replaced anyway so they were replaced sooner. The first

phase of the facility was constructed in 1982 and the final phase was completed in the early 1990s.

Commissioner McCray asked about the life expectancy of the lights and was advised they should last another 20 or 30 years, barring any hurricane damage. The courts have to be resurfaced a bank of four to eight courts every two to four years, which was standard. The cost of the lights was around \$100,000. He liked Mayor Grant getting with school principals so students could use the courts. Commissioner Casello asked what funds came out of the capital improvements budget for improvements for the Tennis Center. Colin Groff, Assistant City Manager, did not think there were any improvements at the Tennis Center. Commissioner Casello asked if anyone approached the school about using the Sara Sims Park Tennis Courts. Mr. Majors explained it is challenging when dealing with schools regarding off campus activities. Most of the students would have to be bused to the tennis courts or come after school.

Commissioner Casello reiterated the City is running a private club costing the City \$100,000, plus the maintenance costs and wanted the fees restructured.

Commissioner McCray asked if there were tennis courts at Sara Sims. Mr. Majors responded there was before the playground was installed 11 years ago, but they are no longer there.

B. Commission discussion on Building Board of Adjustment and Appeals process and the City's Land Development Regulations as related to awnings.

City Manager LaVerriere advised the City will make a brief presentation based on comments and requests the Commission received at the last Commission meeting. They will review the Ordinance related to the awnings and the process for the Building Board of Adjustment and Appeals (BBAA) applications.

Mr. Groff explained they will discuss the time-frame and cost for the BBAA, and then they will discuss awnings and the land use regulations. He noted there are several sections in the Code that deal with the BBAA and pointed out this pertained to building code issues only. The Building Official reviews building plans and adheres to the Building Code. If the Official asks for something and denies the permit, the denial can be appealed by the contractor to the BBAA. The process is set up by State Statute and not by the City. Contractors can appeal the building official's interpretation of the Code, appeal to consider an alternative method, or if the Code is applicable to the process.

In the last three years, there were two appeals. One appeal pertained to the City deeming a building as unsafe. The owner appealed, both arguments were heard, and the process went on. The other was a permit that expired and the owner wanted to continue using it, so he appealed to the Board for an extension.

Commissioner McCray asked about the awning at 504 NW 12th Avenue, behind the Cherry Hill Mart. Shane Kittendorf, Building Official, explained the building is a two-story multi-family residential building. The owner went through the extension process, which was granted and was able to convert the home from an unsafe condition to a habitable home, passing all City and final inspections. It was noted the City was moving towards demolition, but the owner appealed to the BBAA.

Commissioner Katz asked if this issue is not widespread throughout the business community or residences in the City. Mr. Groff explained the City's job is to help people do things they want on their property. In most cases, staff finds solutions in the Building Code. There are suggestions, but some design professionals can assert the Building Official is not using the right interpretation. In most instances, the City can reclassify about 70% of the building, which reduce building requirements and professionals in the industry can determine whether it is worthwhile to appeal or not.

There was a complaint about the time it takes to process appeals and it was noted the applicant has up to 30 days to appeal after a permit is denied and the City has up to 30 days to schedule a meeting. Mr. Groff explained it can take 60 days, but if the applicant desires, it could be heard in two weeks. Staff can move much faster if the applicant works with them. The time it takes for staff to review will vary depending on complexity of the issue. It is up to the applicant how long the process takes.

The cost to appeal is around \$285 and if more complicated, can be up to \$1,200. The City is not recovering its full cost, but is trying to recover partial cost, which is the direction staff received. Mr. Groff noted the City's fees are comparable to surrounding cities. The recommendation is the appeals process is good although it is not used very often because staff works with applicants to solve problems. Staff recommended maintaining the appeals fee even though the City does not recoup its costs because it is the right thing to do. One question raised was why the process was not posted and a suggestion was made to create a poster advertising the appeals process and for staff to inform contractors about the option and how to complete the process quickly.

The process is decent and big issues do not arise very often. Commissioner McCray used to hear the Building Department was not friendly. He thought if there is a process in place, it should be used and the Building Department should be a little more friendly. Mr. Groff explained there will be improvements in the process. They will bring in contractors and developers to brainstorm how the process could be improved and already had some great meetings.

Commissioner Casello asked if the applicant appealed to the Board, if the Board could agree with the applicant and learned they could. Commissioner Katz requested and received confirmation if a business owner appealed to the Board and was a member of the Board he/she would recuse him/herself. He noted the three-year snapshot of Board activity showed it is not a significant issue among the business community and staff engaging with the development community was a testament to staff as it would set a

dangerous precedent to change codes and fees for one individual. As long as staff is proactive and working within the system, he thought all should remain the status quo. Vice Mayor Romelus agreed with Commissioner Katz and thought it was always beneficial to look to see what can be improved.

Mayor Grant appreciated all the Building staff does. He asked what happens if it is something minor such as designs or colors and learned those follow a different process as colors are not in the Building Code.

Mr. Groff explained the Land Development Regulations (LDRs) are flexible and designers have the flexibility to design what their owners want. The City Commission approved a few site plans with profiles and one profile had awnings, which come to the Board as part of the site plan. The City Commission approves all the new construction plans that meet the LDRs. There are general design standards. If something occurs after the site plan is approved, staff can approve it administratively as long as it is compatible with the surrounding area. Awnings must be proportionate to the scale of the building. Colors of canopies should be compatible and all changes should be complimentary. There is a relief process called a Community Design Appeal, (CDA), which the City Commission also votes on and staff adheres with although it is rare a CDA would occur after a site plan is approved. Once a project is built and there is a standard set by the Board, staff can make administrative changes compatible with the standard. In this instance, this original site plan had no awnings. The first site plan set the model for the building. The second plan came in and needed to be compatible. Examples of different awnings were viewed and staff would like to keep the Code flexible.

*(Commissioner Casello left dais at 8:53 p.m.)*

Mr. Groff explained there are options. The City could keep the Code and they can tweak as needed; amend it to eliminate the Codes; or have a very rigid objective Code.

Commissioner McCray commented what the City has will work. If someone has something different that does not meet the specifications, he asked if staff meets with the party without being hostile and discuss what they can offer. He did not support changing anything because of one complaint.

Mayor Grant thought having the knowledge of how to appeal and how to do that after the fact was important, as well as working to have architectural expressions.

*(Commissioner Casello returned at 8:56 p.m.)*

Mayor Grant noted the mixed-use projects such as on 1320 S. Federal Highway and Riverwalk, the City were similarly-styled buildings and he did not want them all to be the same. He noted there is a Conrad Pickel building with stained glass, which may not be up to Code. He would like to see the Code be able to accommodate something unique. He asked if signs were included in the CDA process and learned they was covered by the

Sign Ordinance. Mr. Groff thought there could be another appeal process within the Sign Ordinance and favored seeing the Sign Ordinance review expedited and not changing what was worked out regarding awnings.

There were no other comments from the Commission.

#### **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.

##### **Motion**

Commissioner Katz moved to approve. Commissioner McCray seconded the motion that unanimously passed.

- 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.

##### **Motion**

Commissioner Katz moved to approve. Commissioner McCray seconded the motion that unanimously passed.

- C. **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.

##### **Motion**

Commissioner Katz moved to approve. Commissioner McCray seconded the motion that unanimously passed.

#### **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.

### **Motion**

Commissioner Katz moved to approve. Commissioner McCray seconded the motion that unanimously passed.

**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.

Commissioner Casello requested this item be tabled. He commented this item was discussed at the last meeting and the vote to advance it to first reading passed by a 3 to 2 vote. He thought with his seat being vacated possibly on the second reading, the Ordinance could have a split vote and die for lack of a majority vote. He thought it was an important Ordinance for the City and for transparency, and he supported it to be vetted by a full Commission. He requested the Commission table the item.

### **Motion**

Commissioner McCray moved to table.

Mayor Grant suggested since the Ordinance requires a second reading, they hold a special meeting with a full Board the last week in October as doing so would satisfy the ten-day requirement for a second reading.

Mayor Grant noted there was a motion to table and asked if anyone seconded the motion.

Commissioner Katz asked if the Commission passed the Ordinance on first reading, if they could schedule a special meeting for the second reading and learned they could.

Commissioner McCray wanted to table the item because when they asked the City Attorney for information if other cities were enacting anything similar, Attorney Cherof did not provide it. Attorney Cherof only brought back what the Palm Beach County Commission on Ethics had. Commissioner McCray favored tabling the item until information what other County municipalities had on their books was provided.

Commissioner Casello asked if the Commission voted on the Ordinance at this meeting, if the vote on second reading could be delayed until his seat was filled and learned it could.

Commissioner Katz supported moving forward with the item and commented how other municipalities handled the issue would not affect his decision. Commissioner McCray

commented some Commission members wanted the information as well and he supported tabling the item until it was received.

Attorney Bridgeman advised there was a motion to table.

### **Motion**

Commissioner Casello so moved. Commissioner McCray seconded the motion.

Commissioner Casello withdrew his motion to table with the caveat with the second reading to take place when his seat was filled. It was explained the two options were to withdraw his motion to table or the Commission will vote on whether to table. Commissioner Casello wanted to bring the issue to vote and withdrew his motion to table.

Vice Mayor Romelus queried if they vote on the Ordinance on first reading if there was a time limit on when a vote on second reading had to take place. Attorney Bridgeman explained the Commission could decide when second reading would take place. Staff would be given direction at this meeting when the second reading would occur. If the direction is the second reading would occur when there is a full board, the Commission should direct staff to do so and staff would place it on the agenda when there will be a full Board. The item is on the agenda because staff was directed to put it on the agenda for this meeting.

Attorney Bridgeman read Proposed Ordinance 18-031 by title only.

Commissioner Casello asked the second reading of the Ordinance be delayed until a full Commission was present. He was asked if he supported scheduling a special meeting before he would vacate his seat and Commissioner Casello responded he would.

Vice Mayor Romelus wanted to confirm Commissioner Casello was requesting to reconvene the entire board for just one item. Commissioner Katz responded if the majority wanted too. Mayor Grant commented after reviewing amendment 12 prohibiting any public official that is elected from lobbying for six years up to their leave date, it kind of moves forward with the City's different advisory boards as they are appointed officials and they have to adhere to the Sunshine Law. They are put in a position of public trust and to be able to lobby the Commission they are making a recommendation to, did not make sense to him because they could end up taking money. They can advocate for one week, and take money and lobby the second week, which he did not think was the right thing for the City.

Commissioner Katz agreed it closed a loophole. He thought asking the average person if they believe someone should be able to, in an official capacity, advise a Board and then subsequently vote to make recommendations, only to then personally benefit through monetary payment to lobby for the same entity, was a loophole that right now does not

already exist, but it provides a service and it treats residents to an additional layer of ethics and accountability.

**David Katz**, 67 Midwood Lane, commented to Commissioner Romelus, if you take the time to have a special meeting on this one ordinance before Commissioner Casello leaves, it was a pretty obvious move what she was trying to do.

Mr. Katz thought it was obvious what was occurring at the meeting as there wasn't a person in the room, staff member or member of the City Commission, that does not know why Mr. Casello wants the ordinance. He commented the act of weaponizing an audience against one person started in August 2017 over the Red Light Camera program, which he had on his calendar. The program had nothing to do with the Planning or Development Board he serves on as a volunteer. It is a matter of record on how vocal Mr. Casello was in his opposition to the Red Light Camera program and how insistent he was at the end of the meeting in demanding to have a future agenda item placed to address the issues similar to the ordinance before the Commission tonight. Mr. Casello has insisted the issue is not personal against Mr. Katz, but an attempt at transparency. Mr. Katz suggested pulling back the curtain and have a total look. It is well known how emphatically and determined Mr. Casello worked to prevent a new Police Station from being built at the High Ridge site. He was quite indignant and persisted it all could be placed there instead and he knew of an interested party. He voted no on any and all motions concerning that site for the Police Station. Mr. Katz was unable to find anywhere that Mr. Casello disclosed he received thousands of dollars in campaign contributions from the entity and their representatives wanting to acquire the High Ridge site. Campaign reports reflect an approximate total of \$9,000 over time. Mr. Katz did not think Mr. Casello was very transparent.

Mr. Katz explained he was engaged by the architect to assist with the 211 E. Ocean project and Mr. Casello worked himself up to a conniption fit and questioned why he was not contacted and his position was mired in concrete. He noted it did not bother Mr. Casello that he never spoke with him about the High Ridge site and Mr. Katz noted he would not have spoken with him because Mr. Casello was in agreement with what he was attempting to accomplish. He thought there was hypocrisy.

Mr. Katz wanted to address comments made on the record by Commissioner Katz at the August 7, 2018, Commission meeting. Mayor Grant commented the Commission was not going back to the history of the issue. They are more or less asking about the Ordinance and he asked if he wanted to make any comments about the Ordinance.

Mr. Katz read page 20 of minutes as follows: "When this was brought up a year ago, the issue was only added to any lobbyist on an advisory board. In recent months, the issues which have been lobbied are directly related and voted on by the advisory board. While this isn't a Q & A discussion that the Commissioner would factually reference, what issue he is referring to now or after you are done speaking, I would appreciate it. If an item existed and I was the lobbyist and it came before the Board I serve on, I would have been

required to recuse myself and to file the proper disclosure with the City Clerk before the meeting in question. Commissioner Katz went on to say that as it is also reflected in the minutes, if the issue was the votes being taken or recommendation of some financial implication such as from the Planning and Development, and I wanted to word the selected mention of that particular board as opposed to other boards, you go on to say the key terms, which was the optics of something was voted on from an advisory board and recommendation was made to the Commission, and members of the advisory board get paid to lobby this Commission, it does not look well."

Mr. Katz agreed with Commissioner Katz's statement, and it would be highly improperly done. He believes the Palm Beach County Ordinance addresses the issue and if it doesn't, I'm sure an ethics complaint would be a reasonable remedy and that would be adjudicated properly. He asked what is the fire to be put out. Mr. Katz asserted Mr. Casello was creating a false narrative about possible optics. The needed requirements are already in place because of the existing Palm Beach County Lobbying ordinance which has covered the City of Boynton Beach since 2010." Earlier tonight Commissioner Katz sat down to speak about and on behalf of the School Board Tax. He did this as the CTA President of Palm Beach County. He's spoken like me on behalf of students and teachers. There is nothing wrong with that. The teachers' union is his employer and it is his job to lobby on behalf of the Teachers' Union's concerns. Commissioner Katz's desire to seek support from the Boynton Commission either by coming forward or resolution is reasonable.

Commissioner Katz inquired if he requested the Board take any action regarding that or did he make a presentation.

Mr. Katz explained what does not look well "is that your relationship with members of this Commission might influence their views in a positive response towards your cause as well as your serving another term as CTA President. No matter the outcome, it is paid lobbying, you are doing the job you are paid to do. Statistics are a good judge of legislation. The Palm Beach County lobbying ordinance as written covers thousands of people over a wide stretch of involvement. It has served the City of Boynton Beach since 2010. The Ordinance before you covers a possible 75 to 100 citizen volunteers who serve on various advisory boards. There is only one person who has ever registered as a lobbyist as far back as Mr. Katz could locate unless there are unpublished records and that's me. So for all who want to say this is not personal towards me, I award you five pinocchios. I ask that a majority of this Commission vote against a needless layer of legislation and not get caught in the undertow of one Commissioner's year-long grudge against me. Thank you."

Commissioner Casello thanked Mr. Katz for his service on the Planning and Development Board and thought he did a great job. He also thanked him for all his past support.

**Susan Oyer**, 140 SE 27<sup>th</sup> Way, wanted to reminded the Commission she sees the point in this and understood why the Commission was pursuing this, but pointed out the Palm

Beach County Board of Ethics does cover this and the subject Ordinance is another layer of redundancy. She thought there are a lot of Board members and this could cause issues. She inquired who would serve on Boards if they are too afraid to speak to a Commissioner or their Mayor about anything because they are afraid of stepping over a line, which was her concern from day one. She is not a paid lobbyist, nor does she want to be a paid lobbyist, but Commissioners should ensure board members feel comfortable speaking with Commissioners. She thought the Ordinance hindered free speech and commented she has recused herself from issues in the past and several advisory board members have had to step back. There is a practice in place that is used. The members follow the rules and feared excessive amounts of governmental interference. She thought it was a needless layer of bureaucracy as it was already covered by the County regulations.

Commissioner Katz commented on his presentation about the tax and pointed out he explicitly went out of his way to not request the City Commission take a position on a resolution for the exact reason he supports the Ordinance, which it would be uncouth if he requested the Commission vote on something he was advocating for in another capacity. During the presentation he made, at no point did he ask anyone to take a position, a resolution be put forward and no vote was taken. He receives no money to make the presentation. He is a teacher that supports teachers and if he was not a teacher, he supports public education. He thought the bottom line was the false equivalent was absurd. Someone who gets paid to come to the Commission meeting to advocate for a position and then a vote is taken is different from an informational presentation. With regard to the comments Mr. Katz referenced from last year, they sound exactly as he presented them. In the past, and at the prior meeting, Commissioner Katz pointed out the issue is not about the person, it is about an unethical activity that is enabled by a loophole that the Ethics Board does not cover when someone can literally become a lobbyist a day after they vote and make a recommendation and then lobby the Commission. It was a matter of timing and semantics that the Ethics Board does not cover what this Ordinance would. It does not create redundancy, it completes a loophole that exists. Commissioner Katz did state last year in recalling the minutes Mr. Katz quoted that when you did become a lobbyist for the Red Light Camera company, that he had no problem with that because the Planning and Development Board does not vote on Red Light Cameras and he did not see a conflict. He has no problem with anyone being a registered lobbyist and advocating to this Commission if it is not germane to any of the activities on the advisory board that they serve.

Subsequent to the Red Light Camera lobbying job, Mr. Katz did secure two jobs as a paid lobbyist for two different development parcels, which he did vote on and advocate for from the position of the Board and then subsequently became a paid lobbyist. Commissioner Katz thought it was a matter of public record. He agreed 100% with Mr. Katz' comments. If someone on the arts board lobbies for a piece of development, that is different from someone on the Arts Commission being paid by an artist to make a recommendation for that artist to get business in the City. He agreed with Mr. Katz comments about what he had previously said. Commissioner Katz commented a person cannot vote and

recommend something to this Board and a day later become a registered lobbyist and get paid to push that position forward. It creates an optic situation that looks uncouth. The only reason why it is not already illegal is because of the timing. If he registered as a lobbyist prior to the vote on a Board, they would be in violation of the County Ethics Law. If registered after the vote, they are not in violation. Commissioner Katz restated what he said earlier, it is not personal. It is not about Mr. Katz, it is about an action before any law that has ever been created by the history of mankind. Someone had to do something to make people think that is not right and then the law was created. Laws and rules are not created if nobody has done something that they think violates a standard that should exist. Commissioner Katz agreed with a lot of what Mr. Katz said and Commissioner Katz supports the Ordinance. He was surprised Mr. Katz did not support the Ordinance and it seemed to be they were on the same page.

Mr. Katz wanted to respond. Mayor Grant pointed out there would be a second reading and he would have another opportunity. Public comment was closed. Mayor Grant agreed there was an accusation and he could speak to the Commissioners afterward.

### **Motion**

Commissioner McCray moved to open public comments. Vice Mayor Romelus seconded the motion. Commissioner Katz commented he would support it.

Mr. Katz commented Commissioner Katz intimated he was hired by two subsequent companies after the Red Light Camera and those came before his Board and then he lobbied for them to the Commission.

Commissioner Katz responded at some point in time, he voted or would have intended to vote on the properties, if Mr. Katz was referring to the High Ridge site, and it was Commissioner Katz's understanding he was a paid lobbyist with regard to the people in charge of trying to acquire that site. Mr. Katz responded that was correct, but it was before the vote of the Planning and Development Board and he supported the High Ridge Site going to the Police Department. Mr. Katz commented what Commissioner Katz said did not happen. The second issue was the Shovel Ready project. He pointed out the Shovel Ready project never came before the Planning and Development Board, that was where the Palm Beach Ordinance comes in and he would have to recuse himself. It never came before his Board where they or he voted on it and then come before the City Commission, but that was what Commissioner Katz said. Commissioner Katz commented that was what he believed. Mr. Katz commented that was not what happened. Commissioner Katz commented if he was incorrect, and Mr. Katz commented he was, Commissioner Katz suggested looking at the records. Commissioner Katz was pretty sure it came before the Board. Mr. Katz advised it did not. Commissioner Katz commented if he could prove otherwise, he recalled they voted to award that property and that Mr. Katz was on the Planning and Development Board for years. Mr. Katz commented there were votes to award the property, but nothing concerning the property came before the Planning and Development Board either as a member or, as the Chair

ever, and if it had, he would have to recuse himself. He would not vote for it. Commissioner Katz thought this proved his point.

Mr. Katz asked if Commissioner Katz could admit he was wrong saying what he said. Commissioner Katz responded he believed he was right until he sees evidence otherwise. Commissioner Katz conceded that if there is incorrect information he will correct it. Commissioner Katz felt Mr. Katz's position proves the need for the Ordinance as Mr. Katz had stated in the prior discussion, if he had to decide between the Board or being a lobbyist, he would choose one. He thought that was the ethical position to take. Commissioner Katz thought it was a matter of semantics and loopholes that allow people to advocate for something on a board and then vote on it later, or have voted on in the past and it leads to these situations. The Red Light Camera was not germane, but it is not proper for someone to advise this Commission, make votes and recommendations to the City Commission and then subsequently get paid, to then lobby and reinforce those positions. Commissioner Katz noted there was no way to avoid this being personal to Mr. Katz, but he simply feels it is a loophole that no one should be allowed to walk through. He did not understand how it could be opposed when it is clear it is a matter of timing. Commissioner Katz commented if he is incorrect, he will concede it at the point in time it is proven to him that he is incorrect. It is a loophole and an action that he did not believe should exist.

Vice Mayor Romelus expressed accusations should be substantiated with proof. She thought if allegations were being insinuated, she had asked the question when the discussion first arose, were there instances that this had happened and she has yet to see that. She thought it was Commissioner Katz' responsibility to bring the facts before the Board, which perhaps could be done for second reading. Vice Chair Romelus agreed with Ms. Oyer, the Ordinance is redundant and not necessary, but what she wanted to ask, since it seemed there may be a slight majority in favor of supporting the Ordinance, is that they strike the term "advocate", because what the individuals who support the Ordinance are really pushing for is the paid portion of it: the lobbying portion. The Ordinance should not put people in fear of speak with their Commissioners or Mayor whether or not they come before the Board because they are either just concerned or they are a resident. Regardless of the role they have taken on as a Board volunteer, they should be able to advocate and speak to City Commission. If they are lobbying and getting paid for it, it is one thing, but to just talk to a Commissioner or elected official and advocate for something they support or oppose should not be against the law. That would be the only amendment she would make to the Ordinance if it has to pass.

Commissioner McCray commented when they had the Commission on Ethics four-hour class last week, he noted two Commissioners and the Mayor attended and it is a redundancy as this is what the Commission on Ethics in Palm Beach County handles. If there is a grievance, this is where it is handled and the City has an agreement with the County.

Mayor Grant asked if there was a motion to approve.

## Motion

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

Vice Mayor Romelus asked the motion maker to amend the Ordinance to remove the "advocate". Mayor Grant explained she was talking about Section 2.15 D of the Ordinance -- *A City Board may not advocate privately or publically*. He asked if Vice Mayor Romelus wanted the language to be changed to *A City Board may not lobby privately or publically*. Vice Mayor Romelus responded it was because lobbying implies there is compensation for the action, and there is some type of payment being done in lieu of the stance one has taken, but advocating is different; it is expressing an opinion one way or another and it is okay. She thought it was a First Amendment Right to speak for or against, especially if there is no compensation. Vice Mayor Romelus did not think they should ban that in the Ordinance. There should be flexibility.

Commissioner Casello asked when someone on a board advocates to the Commission if it had anything to do with the Sunshine Law. Attorney Bridgeman explained the Commission is a different Board and that is not a Sunshine Law issue.

Commissioner Katz explained his intent is to not allow people who are paid to come before the Commission and they serve on an advisory board and asked if, based on the language of the Ordinance, does it need to be cleaned up. He understood, presently it is insinuated that someone cannot advocate for a position even if they are not being compensated. He understood the ordinance exclusively referred to anyone who received monetary or economic considerations. The Ordinance does not prohibit one from talking, only prohibits someone from being paid to then talk.

Attorney Bridgeman explained she did not write the Ordinance, but understood the Ordinance was written at the direction of the Commission. She noted two sections. Section D, which Vice Mayor Romelus was referring to, is the section that discusses advocating. Subsection G is the section that prohibits lobbying. Subsection G is the one that refers to compensation and Subsection D refers to the simple advocating. Commissioner Katz commented as it was explained to him, he understood this was exclusively for individuals who were registered lobbyists and he had no objection to cleaning up the language because prohibiting paid lobbying by advisory board members was how it was described to him. If that language needed to be cleaned up he had no problem. He did not want to prohibit speaking on an issue, only being paid after someone voted or when they might take a vote that will impact the ultimate decision.

## Motion

Vice Mayor Romelus moved to strike subsection D from the Ordinance.



Attorney Bridgeman explained there is already a motion pending. She explained the motion maker would have to agree to amend their motion to either incorporate Vice Mayor Romelus' request or Commissioner Katz's request to modify the Ordinance at the Commission's direction between first and second reading.

Commissioner Casello requested reading section D out loud. Attorney Bridgeman explained currently, paragraph D reads: "A city board member may not advocate privately or publically with a City staff member, member of City Administration, member of the City Commission or the Commission as a whole, a CRA staff member, a member of the Community Redevelopment Board or the CRA Board as a whole, for or against the interest of an individual, partnership, corporation or other business entity which has an application, request, or any other matter pending for review or approval with the City when the matter has come before the Board on which the Board member sits or it is reasonably foreseeable that the matter will come before the Board." Attorney Bridgeman clarified this said that board members cannot advocate on a matter. Lori LaVerriere commented it pertains to a member that is representing someone else, another interest versus someone having an opinion as an advisory board member that they want to come talk to the Commission about, they should be able to do this.

Attorney Bridgeman commented this paragraph refers to a Board member cannot advocate about a matter that is on its own board.

Commissioner Casello gave a scenario if a piece of art is coming in and a Board member wants an artist to install this art, could the Board member come to the Commission and say look. Attorney Bridgeman responded they could not. Commissioner Casello advised that was what they were trying to stop. Attorney Bridgeman agreed and pointed out that was what paragraph D indicates.

Mayor Grant asked if the motion maker wanted to make the change. Commissioner Casello responded no. He wanted to keep D.

Mayor Grant asked if there was a second to the motion. Commissioner Katz seconded the motion.

Commissioner Katz repeated himself as it was explained to him, all of the provisions of this prohibits people from personal financial gain related to their lobbying or advocacy. He asked if this does or does not prohibit someone from just expressing an opinion with no financial attachment from an advisory Board. Attorney Bridgeman responded paragraph D does as it relates to the specific board the person is on. They could advocate for other matters.

Attorney Bridgeman spoke about the Arts Commission. If they have something they want to talk about, regarding a zoning regulation, they can advocate about that, but they cannot advocate about a painting or an artist they want because they are sitting on that same Board.

Commissioner Katz requested the motion maker amend the motion. He thought if there is no financial compensation or formal agreement to advocate for financial gain, he has no problem. He reiterated it was explained to him, the language in here referred to compensation or advocating on behalf of another entity.

Mayor Grant commented, regarding item D, this prohibits the person on the losing side of the recommendation from coming forward and stating their decision on their losing side. If something passes the P&D Board 4-3, this prohibits that person from coming to the Board and making that recommendation, what their reasoning is behind it, unless it is in the minutes. As for D, that is the situation the person on the losing side lost and there is no way they can have their opinion held to the City Commission. Mayor Grant understood the message they were trying to say a City member can still advocate privately or publically, but they cannot lobby. Once they have the vote, they cannot become a lobbyist and if they do, they would automatically forfeit their position regardless of whether it is on that item or any different item.

Commissioner Katz wanted to be sure the provisions will all be related to compensation. He advised it was not his intent or belief at the time it was explained to him, that it would blanket cover people who were not being compensated. He understood if the Attorney was saying right now there is language that prohibits non-compensated advocacy that was not his intent. He favored prohibiting compensated advocacy by someone who is a lobbyist from them approaching the City Commission after voting or taking positions or having been in a position to take a position or influence the advisory board.

Attorney Bridgeman explained paragraph D only said you cannot advocate for things about the board that you are on. You can advocate about things on any other subject, just not about the Board one is currently serving on. Commissioner Katz was not comfortable with that.

Attorney Bridgeman asked Vice Mayor Romelus if she was clear on her answer and learned she was.

Vice Mayor Romelus commented this comes to the point if someone is on the losing side of the P&D Board or another Board, maybe they had some very good arguments as to why they vote against something. As the Commission, they do not always have the time to go through all the minutes of every single Board of every single action that was taken, and she thought it would behoove the Board to keep the boundaries open, so if someone like Ms. Oyer or someone else would like to share why they favor or oppose something, there is nothing wrong with doing so, especially when there is no financial gain. She commented that was why she wanted the motion maker to make the amendment and strike D. Commissioner Katz supported that request.

## **Motion**

Commissioner Casello commented as the maker of the motion he would strike D from that. As for a second to the amendment, Attorney Bridgeman noted all were in agreement.

## **Vote**

City Clerk Pyle called the roll. The motion passed 3-2 (*Vice Mayor Romelus and Commissioner McCray dissenting.*)

Commissioner Casello wanted to schedule a full Board or special meeting to address the item. The available dates were listed. Commissioner Katz, Commissioner Casello, and Mayor Grant were available on the 31<sup>st</sup>. The special meeting was set for 6 p.m. for the second reading of Ordinance 18-031.

Vice Mayor Romelus and Commissioner McCray noted they would not be present.

## **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

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

Mayor Grant wanted to place an Intramurals item on the next Future Agenda and speak with Board Member Katz about his \$1,000 donation to help with after school programs because he was aware schools are looking for gear and equipment. He asked because the City does not have the aftercare program, there are still a lot of drivers and staff that are not being used right after school. He would like to see that is no longer being used for aftercare to be able to transport students to and from the Golf Course or the Tennis Center. He wanted to match Board Member Katz's \$1,000 donation for those youth. Commissioner Katz commented it was intended for summer camp but he would amend the intended youth as long as it is used for youth.

#### 14. ADJOURNMENT

There being no further business to discuss Vice Chair Romelus moved to adjourn. Mayor Grant announced the meeting was adjourned at 9:43 p.m.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Mayor - Steven B. Grant

\_\_\_\_\_  
Vice Mayor - Christina Romelus

\_\_\_\_\_  
Commissioner – Justin Katz

\_\_\_\_\_  
Commissioner – Mack McCray

\_\_\_\_\_  
Commissioner - Vacant

ATTEST

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

\_\_\_\_\_  
Catherine Cherry  
Minutes Specialist

**MINUTES OF THE SPECIAL CITY COMMISSION MEETING HELD ON  
WEDNESDAY, OCTOBER 31, 2018, AT 6:00 P.M. AT THE INTRACOASTAL PARK  
CLUBHOUSE, 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA**

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**PRESENT:**

Steven B. Grant, Mayor  
Justin Katz, Commissioner  
Joe Casello, Commissioner

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

**ABSENT:**

Christina Romelus, Vice Mayor Romelus  
Mack McCray, Commissioner

**1. OPENINGS**

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:00 p.m.

Invocation

Commissioner Casello gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner Casello

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to add Informational Item.

2. Adoption

**Motion**

Commissioner Katz moved to approve the agenda. Commissioner Casello seconded the motion.

**Vote**

The motion unanimously passed.

**2. INFORMATIONAL ITEMS**

Commissioner Katz distributed a packet which contained an email and Planning and Zoning Board meeting minutes from July 2016 addressing an issue which was left open from the last Commission meeting. When he cited the information he believed the information to be correct. Commissioner Katz indicated for the record his assertion at the last Commission meeting was 100% correct. As such he would stand by what was stated at that time. Attached to the package was an email from the individual which called into question his statement of accuracy at the last Commission meeting and requested a formal public apology. Commissioner Katz indicated he was correct in his statements and there was no need for an apology.

Commissioner Casello believed having this ordinance would address issues which have occurred in the City of Boynton Beach. Hopefully this ordinance would curtail some of those issues. He believed transparency was a concern for elected officials. This ordinance addresses transparency in the City of Boynton Beach.

Mayor Grant reviewed the Florida tax watch amendment 12 discussion, regarding public officials becoming lobbyist. Indicated if this amendment passes, Florida would have the strictest lobbying ordinance of any State. Public officials could become lobbyist after 12 years of leaving office. Elected official are being held to a higher standard.

Mayor Grant attended the Community Green event. Requested the approval of the Commission to place on Future Agenda about what was to be done about the Kapok tree which was not slated to be saved, also, asked how can the City further the urban canopy.

There was a consensus.

Commissioner Casello thought the tree was slated to be saved. Mayor Grant indicated the one next to the Historic School House was slated to be save but not the one next to the amphitheater

### 3. OTHER

- A. **PROPOSED ORDINANCE No. 18-031- Second 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.

Attorney Cherof read Proposed Ordinance No. 18-031 into the record on second reading.

Commissioner Katz stated he would like to offer a potential amendment to this Ordinance. In the spirit of the Constitution Revision Committee question, regarding lobbyist, there should be some type of prohibition of members which serve on the Advisory Boards or Commission. He believes that it was important to protect the integrity of these boards. He

would like to add some language which states when board members leave there would be a 12-month prohibition on their ability to become paid lobbyist to the Commission or CRA. This would make sure the board was not being corrupted by special interest. The former board member would not be able to leverage their position to become a lobbyist for special interest. He would like to place on the future agenda item a similar prohibition for elected official with similar language.

Mayor Grant questioned if Amendment 12 passes as there was no need for a new ordinance. Commissioner Katz confirmed.

Mayor Grant asked if the legal department needed specific language for the ordinance. Attorney Cherof responded language was needed to amend the ordinance. Mayor Grant stated he does not believe they can create, between the first and second reading. He asked if they could create some type of specific language. Attorney Cherof noted the Commission could amend any ordinance on the second reading. Mayor Grant asked if the ordinance language needed to be exact. Attorney Cherof stated the language needed to be worked out at this time.

Commissioner Katz said if it was tedious it could be revisited at a later date. He was withdrawing the amendment to the Ordinance.

Mayor Grant indicated it was as simple as saying a City board member would be prohibited from acting as a lobbyist for an additional 12-months after resigning from an Advisory Board.

Commissioner Katz noted if it was simple to have one sentence. He was ok with this.

Attorney Cherof suggested the conservative approach would be to defer it and do it as an add on later based on the outcome of the referendum to the Constitution amendment. If the Commission were to change the ordinance on the dais they could create a subsection. Mayor Grant stated there were some questions that needed to be answered, such as what would the remedy be if the board member lobbied the Commission or the CRA. He would like to see the ordinance approved as stated. Stated the language could be worked out at a later date.

### **Motion**

Commissioner Katz moved to approve as stated. Commissioner Casello seconded the motion.

City Clerk, Pyle called the roll.

### **Vote**

3-0 (*Vice Mayor Romelus and Commissioner McCray absent*)

Attorney Cherof questioned with the new rules will this item come back as a future agenda item or new business.

Mayor Grant asked if Commissioner Katz would like to see this as a Future Agenda item. Commissioner Katz replied if this was about the prohibition on becoming a lobbyist after serving as an Advisory Board member. Mayor Grant confirmed.

Attorney Cherof inquired if this should come back in the form of ordinance. Commissioner Katz confirmed.

Commissioner Casello inquired if this would jeopardize Ordinance 18-031. Mayor Grant responded that ordinance has been approved. Explained this was something for a Future Agenda item.

Commissioner Katz believes that Elected Officials should be held to the same standard as the appointed Advisory Board members. The intent of this ordinance was to prevent the special interests from gaining undue influence over the advisory board as well as the Commission. Noted his Future Agenda was meant to prohibit Commissioners as well as appointee to the Advisory Board from becoming lobbyist subsequent to their serving in their position. Inquired if this Ordinance could stand alone to prohibit both groups. Commissioner Katz indicated the future agenda item should be to discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission.

#### **4. ADJOURNMENT**

##### **Motion**

There being no further business to discuss, Commissioner Casello moved to adjourn. Commissioner Katz seconded the motion.

##### **Vote**

The motion unanimously passed. The meeting was adjourned 6:14 pm

*(Continued on next page)*



CITY OF BOYNTON BEACH

\_\_\_\_\_  
Mayor - Steven B. Grant

\_\_\_\_\_  
Vice Mayor - Christina Romelus

\_\_\_\_\_  
Commissioner – Justin Katz

\_\_\_\_\_  
Commissioner – Mack McCray

\_\_\_\_\_  
Commissioner - Vacant

ATTEST

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

\_\_\_\_\_  
Queenester Nieves  
Deputy City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED ORDINANCE NO. 18-028 - SECOND 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.

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**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 1<sup>st</sup> Street, between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> 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 PLAN:**

**STRATEGIC PLAN APPLICATION:** N/A

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:** N/A

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Ordinance	Ordinance Abandoning a 15-foot wide alley right-of-way
▣ Staff Report	Staff Report
▣ Location Map	Location Map
▣ Drawings	Sketch & Legal Description
▣ Conditions of Approval	Conditions of Approval

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**ORDINANCE NO. 18-**

**AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING ABANDONMENT OF THE UNIMPROVED 15-FOOT WIDE ALLEY RUNNING EAST/WEST FROM SEACREST BOULEVARD TO NE 1<sup>ST</sup> STREET BETWEEN NE 4<sup>TH</sup> AVENUE AND NE 5<sup>TH</sup> AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, SUBJECT TO STAFF COMMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A 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 (CRA), as Applicant, is requesting to abandon the unimproved 15-foot wide alley right-of-way running east/west from Seacrest Boulevard to NE 1<sup>st</sup> Street between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> Avenue, subject to staff comments; and

**WHEREAS**, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City's Planning & Development Board, and the City Commission on the proposed abandonments; and

**WHEREAS**, staff has determined that the subject unimproved 15-foot wide alley 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:**

**Section 1.** 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 15-foot wide alley right-of-way running east/west from Seacrest Boulevard to NE 1<sup>st</sup> Street between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> 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.

**Section 3.** The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

**Section 4.** This Ordinance shall take effect immediately upon passage.

FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2018.

SECOND, FINAL READING AND PASSAGE this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF BOYNTON BEACH, FLORIDA

YES NO

Mayor – Steven B. Grant \_\_\_\_\_

Vice Mayor – Christina L. Romelus \_\_\_\_\_

Commissioner – Mack McCray \_\_\_\_\_

Commissioner – Justin Katz \_\_\_\_\_

Commissioner – Joe Casello \_\_\_\_\_

VOTE \_\_\_\_\_

ATTEST:

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

(Corporate Seal)

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 1<sup>st</sup> Street between NE 4<sup>th</sup> Avenue and NE 5<sup>th</sup> 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:

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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 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 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 1<sup>st</sup> Street, between NE 4<sup>th</sup> and 5<sup>th</sup> 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 1<sup>st</sup> Street, between NE 4<sup>th</sup> and 5<sup>th</sup> 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 1<sup>st</sup> Street, all zoned R-2 (Duplex);

**East:** Right-of-way for NE 1<sup>st</sup> Street, and farther 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 1<sup>st</sup> Street, between NE 4<sup>th</sup> and 5<sup>th</sup> Avenues. The CRA has been acquiring



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.
Comcast	No objection.
Crown Castle Fiber	No objection.
Fibernet Direct	No objection.
Level 3	No objection.
Sprint	No objection.
Hotwire	No objection.
Strome Networks	No objection.
Windstream	No objection.
PBC Traffic Engineering	No objection.

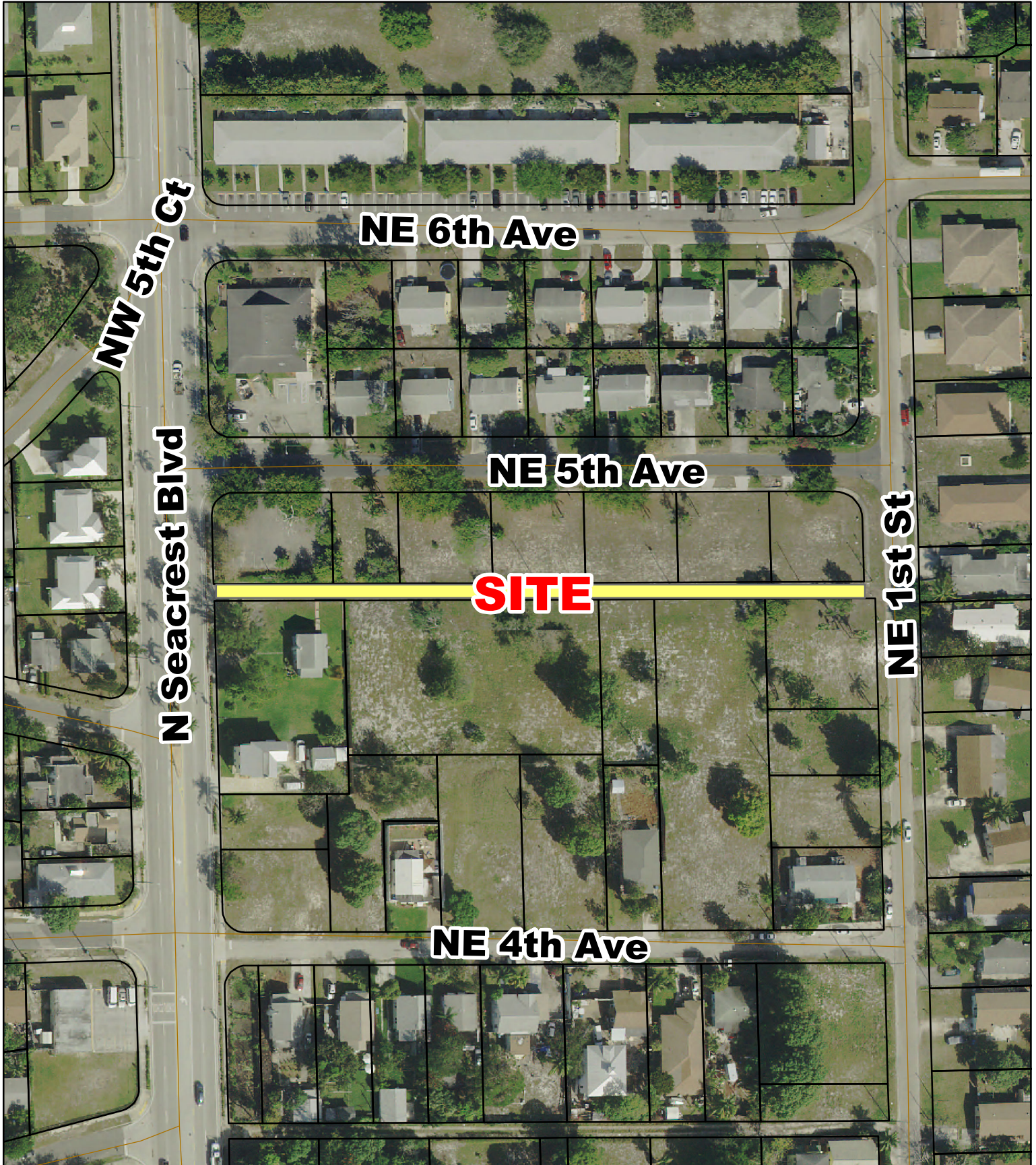
### **RECOMMENDATION**

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 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



# 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.**  
**SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

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**JOB #:** 10105-2

**SCALE:** N/A

**DATE:** 08/13/2018

**BY:** M.M.K.

**CHECKED:** M.D.A.

**F.B.** N/A **PG.** N/A

**SHEET** Page 506 of 704

**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: CL = 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: 8/14/18



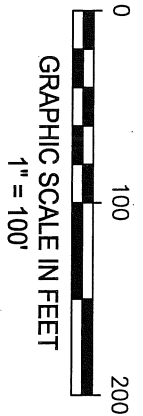
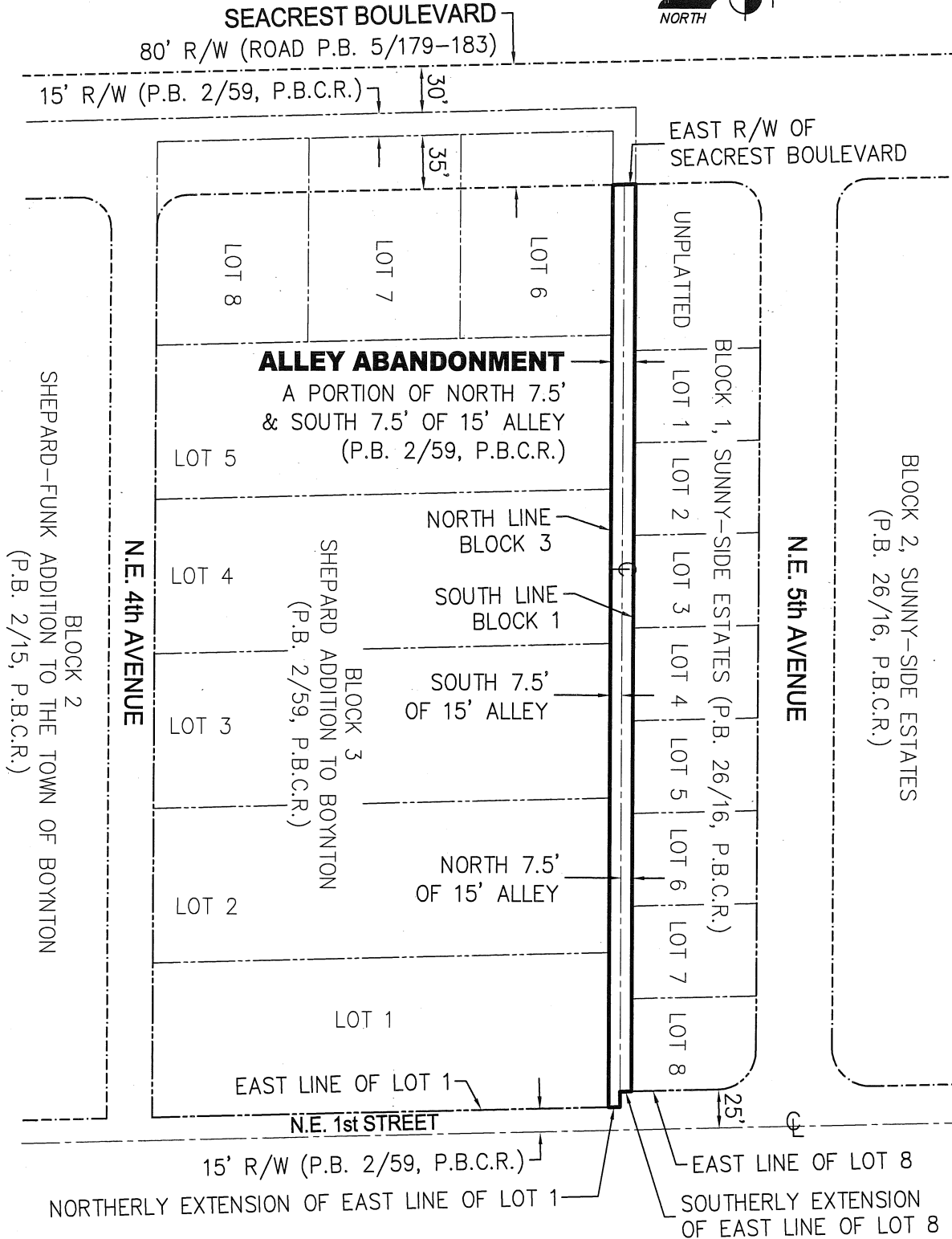
MARISHA M. KREITMAN, P.S.M.  
Florida Registration No. 6555  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300  
EMAIL: marisha@aviromsurvey.com

REVISIONS	<div></div> <div><b>AVIROM &amp; ASSOCIATES, INC.</b> <b>SURVEYING &amp; MAPPING</b> 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / <a href="http://www.AVIROMSURVEY.com">www.AVIROMSURVEY.com</a> ©2018 AVIROM &amp; ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM &amp; ASSOCIATES, INC. and should not be reproduced or copied without written permission.</div>	JOB #:	10105-2
		SCALE:	N/A
		DATE:	08/13/2018
		BY:	M.M.K.
		CHECKED:	M.D.A.
		F.B.	N/A
		PG.	N/A
		SHEET	Page 567 of 704

# 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



### REVISIONS




### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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BOCA RATON, FLORIDA 33432  
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JOB #: 10105-2

SCALE: 1" = 100'

DATE: 08/13/2018

BY: M.M.K.

CHECKED: M.D.A.

F.B. N/A PG. N/A

SHEET Page 568 of 704

# EXHIBIT "C"

## CONDITIONS OF APPROVAL

Project Name: CRA Abandonment (Cottage District)  
 File number: ABAN 18-001  
 Reference: 1<sup>st</sup> review plans identified as an Abandonment with a July 2, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
<b>ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES</b>		
Comments:		
<b>FIRE</b>		
Comments: None.		
<b>POLICE</b>		
Comments: None.		
<b>BUILDING DIVISION</b>		
Comments: None.		
<b>PARKS AND RECREATION</b>		
Comments: None.		
<b>PLANNING AND ZONING</b>		
Comments:		
1. 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.	X	
<b>COMMUNITY REDEVELOPMENT AGENCY</b>		
Comments: None.		

DEPARTMENTS	INCLUDE	REJECT
<b>PLANNING &amp; DEVELOPMENT BOARD CONDITIONS</b>		
Comments: None.		
<b>CITY COMMISSION CONDITIONS</b>		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\CRA ABAN 18-001 (Cottage District)\ABAN 18-001\COA post P&D.doc





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED ORDINANCE NO. 18-029 - SECOND READING** - Approve 1320 S. Federal Highway Future Land Use Map Amendment (LUAR 18-003) from Office Commercial (OC) to Mixed Use Low (MXL). Applicant: Exsorro One, Inc.

**PROPOSED ORDINANCE NO. 18-030 - SECOND READING** - Approve 1320 S. Federal Highway Rezoning (LUAR 18-003) from C-1, Office Professional to MU-1, Mixed Use 1. Applicant: Exsorro One, Inc.

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**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:**

Type	Description
<input type="checkbox"/> Ordinance	Ordinance amending Land Use for 1320 S Federal Highway
<input type="checkbox"/> Ordinance	Ordinance amending rezoning for 1320 S Federal Highway
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Exhibit A. Location Map Aerial
<input type="checkbox"/> Location Map	Exhibit B. Proposed FLU
<input type="checkbox"/> Location Map	Exhibit C. Proposed Zoning

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32 SOUTH 100 FEET OF LOT 2, LEE MANOR ISLES, ACCORDING TO  
33 THE PLAT THEREOF AS REDORDED IN PLAT BOOK 24, PAGE 221,  
34 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
35 LESS RIGHT-OF-WAY FOR STATE ROAD NO. 5, AS IN OFFICIAL  
36 RECORD BOOK 138, PAGE 229, OF THE PUBLIC RECORDS OF  
37 PALM BEACH COUNTY, FLORIDA.

38  
39

40 is amended from Office Commercial (OC) to: **MIXED USE LOW (MXL).**

41 Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge,  
42 or appeal provisions provided by the Florida Local Government Comprehensive Planning and  
43 Land Development Regulation Act. No party shall be vested of any right by virtue of the  
44 adoption of this Ordinance until all statutory required review is complete and all legal challenges,  
45 including appeals, are exhausted. In the event that the effective date is established by state law  
46 or special act, the provisions of state act shall control.

47 FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2018.

48 SECOND, FINAL READING and PASSAGE this \_\_\_\_ day of \_\_\_\_\_, 2018.

49 CITY OF BOYNTON BEACH, FLORIDA

50 YES NO

51

52

53 Mayor – Steven B. Grant \_\_\_\_\_

54

55 Vice Mayor – Christina L. Romelus \_\_\_\_\_

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57 Commissioner – Mack McCray \_\_\_\_\_

58

59 Commissioner – Justin Katz \_\_\_\_\_

60

61 Commissioner – Joe Casello \_\_\_\_\_

62

63 VOTE \_\_\_\_\_

64 ATTEST:

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

69 City Clerk

70

71 (Corporate Seal)



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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

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

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

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:

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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	CITY OF BOYNTON BEACH, FLORIDA		
48		YES	NO
49			
50	Mayor – Steven B. Grant	_____	_____
51			
52	Vice Mayor – Christina L. Romelus	_____	_____
53			
54	Commissioner – Mack McCray	_____	_____
55			
56	Commissioner – Justin Katz	_____	_____
57			
58	Commissioner – Joe Casello	_____	_____
59			
60		VOTE	_____

61 ATTEST:

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64  
65 \_\_\_\_\_

66 Judith A. Pyle, CMC

67 City Clerk

68

69

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



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 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 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

*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. Consistency.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLU amendment and rezoning are consistent with, 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

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. Land Use Pattern.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The land use pattern in adjacent and nearby areas is eclectic, 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. Sustainability.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The 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. Availability of Public Services / Infrastructure.** *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. The property is under the 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. Compatibility.** *The application shall consider the following factors to determine compatibility:*

*(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and*

*(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.*

See 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. Direct Economic Development Benefits. For rezoning/FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:***

- (1) Further implementation of the Economic Development (ED) Program;*
- (2) Contribute to the enhancement and diversification of the City’s tax base;*
- (3) Respond to the current market demand or community needs or provide services or retail choices not locally available;*
- (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;*
- (5) Represent innovative methods/technologies, especially those promoting sustainability;*
- (6) Be complementary to existing uses, thus fostering synergy effects; and*
- (7) Alleviate blight/economic obsolescence of the subject area.*

As 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. Commercial and Industrial Land Supply. The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:***

*(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or*

*(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and*

*(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.*

The requested MXL future land use category at the subject location permits residential-only 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. **Alternative Sites.** Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are 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.



# LOCATION MAP

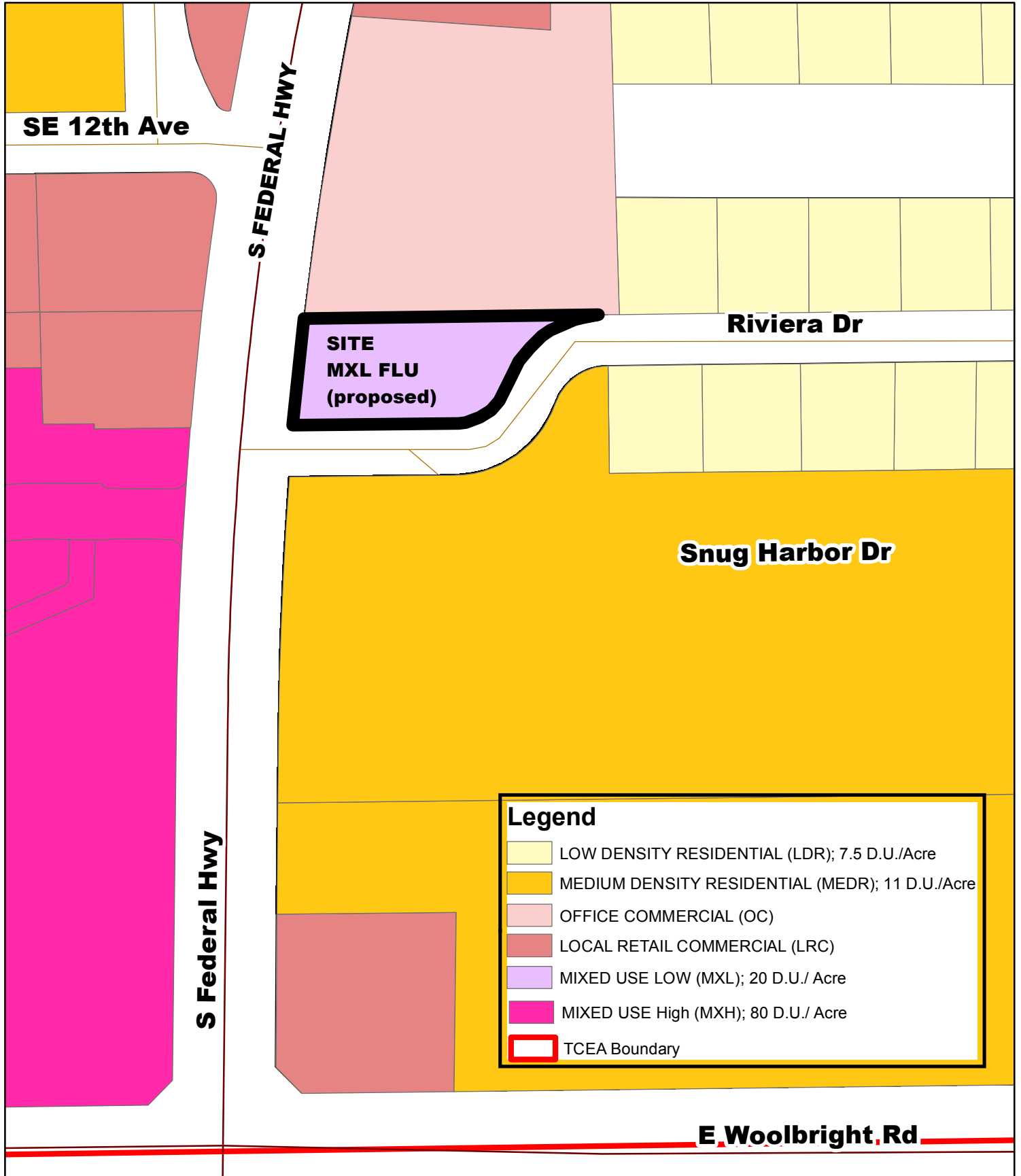


## Legend

 TCEA Boundary

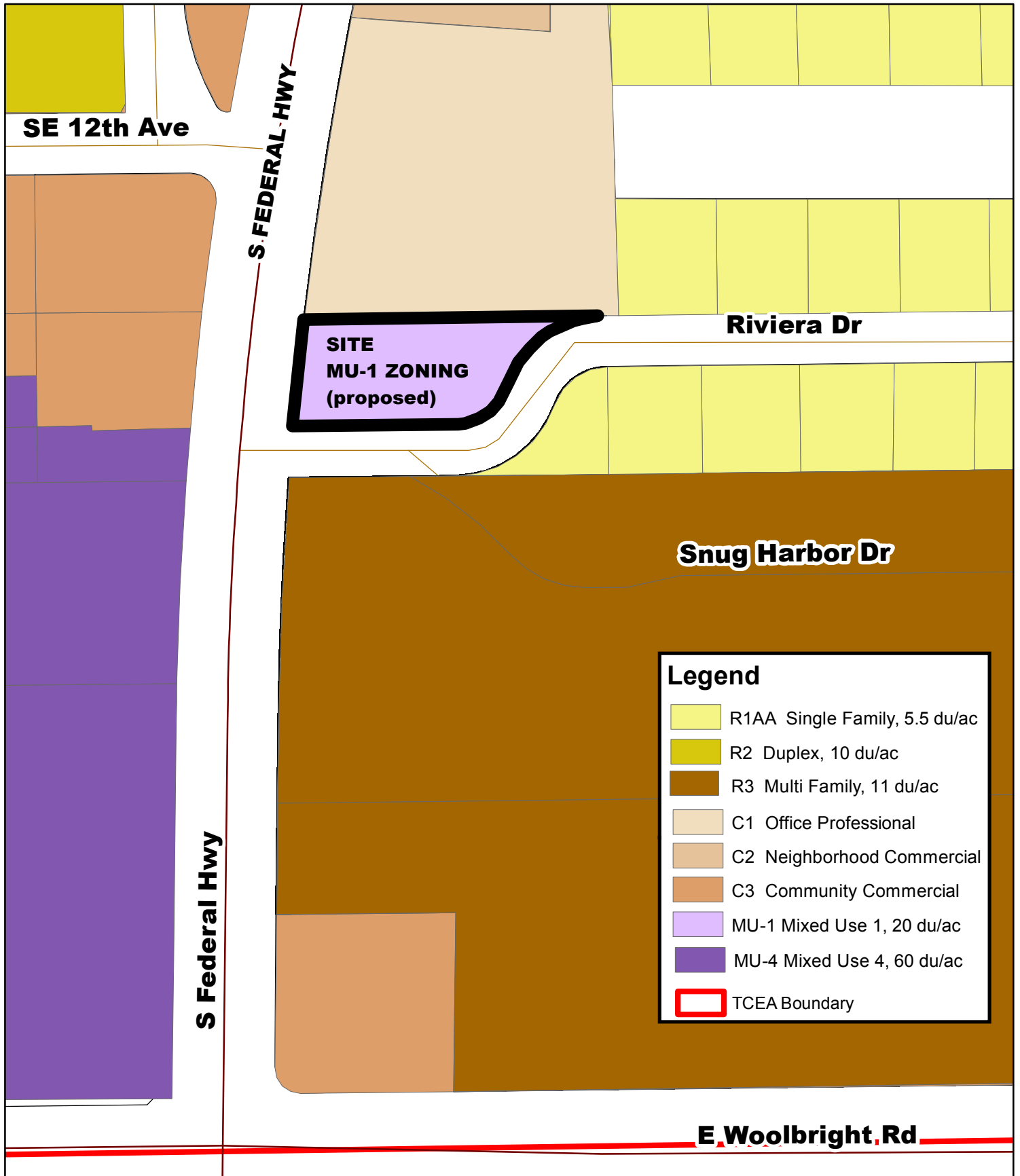


# 1320 S. FEDERAL HIGHWAY LUAR 18-003: FLU AMENDMENT





# 1320 S. FEDERAL HIGHWAY LUAR 18-003: REZONING





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**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 7<sup>th</sup> so that final action is taken concurrent with final action taken on the corresponding ordinances)**

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**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 IMPACT:**

**ALTERNATIVES:** None recommended.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
▣ Staff Report	Staff Report (MSPM 18-009)
▣ Location Map	Exhibit A - Location Map
▣ Drawings	Exhibit B - Plans
▣ Conditions of Approval	Exhibit C - Conditions of Approval
▣ Development Order	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 *MULB*  
Planning and Zoning Administrator

**FROM:** Amanda Bassiely, Principal Planner *AB*

**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.

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**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

**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

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**

#### **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 one-way circulation that continues throughout the parking lot with a portion of the circulation being two-ways.

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

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.



- 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.



# LOCATION MAP

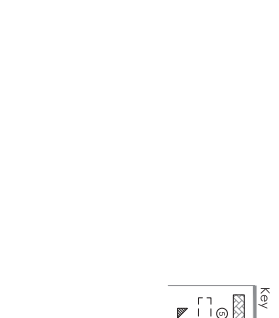
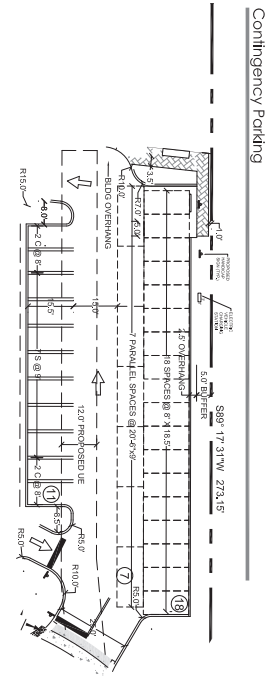
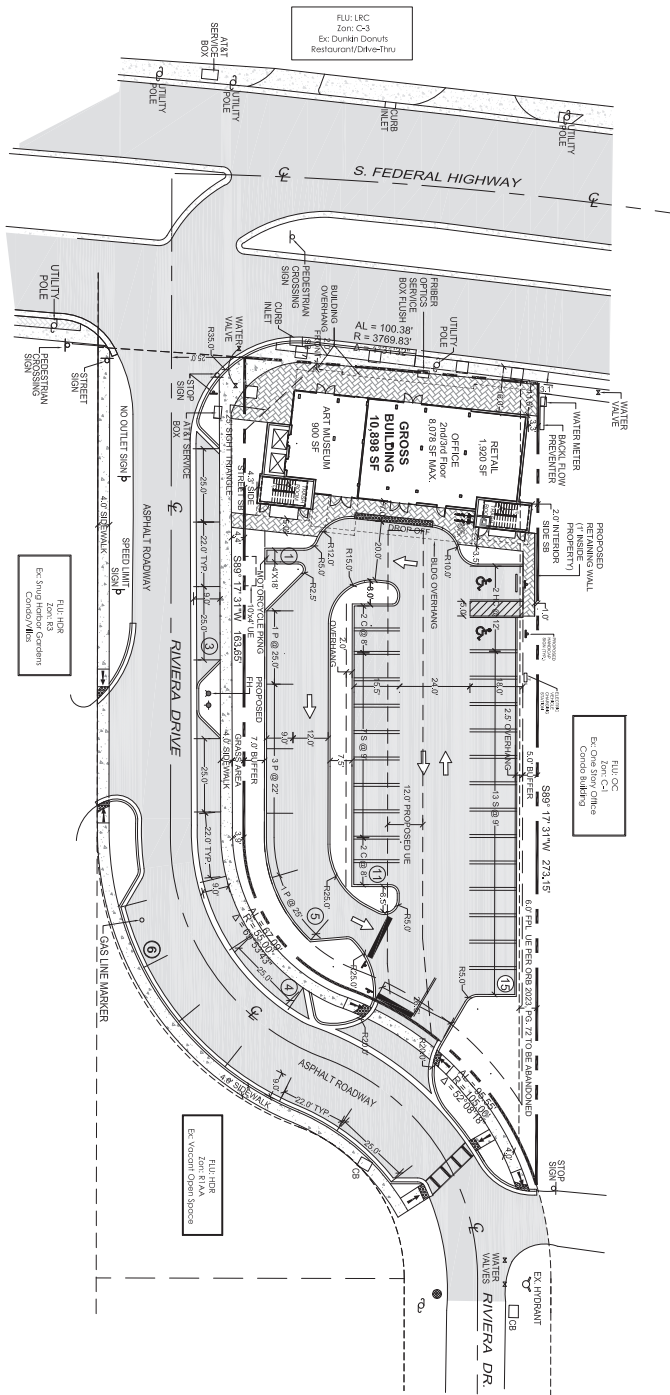


## Legend

 TCEA Boundary



# Exhibit B



Application Data	
Existing Land Use	OC
Existing Zoning District	OC
Proposed Zoning District	OC
Property Parcel Numbers	09-45-27-00-000-0021
Existing (Units)	0
Proposed (Units)	0
Existing Land Use	OC
Existing Zoning District	OC
Proposed Zoning District	OC
Property Parcel Numbers	09-45-27-00-000-0021
Existing (Units)	0
Proposed (Units)	0

Miller Land Planning, Inc.  
595 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435  
(561) 754-0688  
Prepared For:  
OCEAN HUDSON, LLC  
PO Box 445  
Boynton Beach, FL 33425

## Development Team

**Miller Land Planning**  
595 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435

**Architect:**  
ATM Architects  
7700 Corporate Avenue, Suite 1114  
Boca Raton, FL 33487

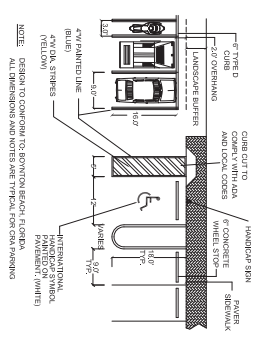
**Civil Engineer:**  
Stancace & Nicks, Inc.  
5601 Corporate Way, Suite 200  
West Palm Beach, FL 33407

**Landscape Architect:**  
David Bender, L.A.  
601 North Congress Avenue, Suite 105 A  
Delray Beach, FL 33445

**Surveyor:**  
Pinnacle Surveying  
5601 Corporate Way, Suite 103  
West Palm Beach, FL 33407

**Photometric:**  
Ronald L. Larson, P.E.  
5300 S. Federal Highway, No. 4  
Lake Worth, FL 33460

## Standard Parking Detail



## NOTES

- 1) This plan is based on survey information provided by Pinnacle Surveying, LLC, dated 5/2/2016.
- 2) All dimensions are in feet unless otherwise noted.
- 3) Back-flow prevention shall be installed to match the principle structure. All above ground piping shall be installed to match the principle structure.
- 4) Pavement shall be installed to match the principle structure.
- 5) Indicates compact parking spaces (8' x 18').
- 6) The limits of construction shall be within the property line, plus improvements as required by the City within the adjacent Right-of-Way.
- 7) The project is located per the FEMA flood zone maps in zone C which has minimal flood risk.
- 8) The project is located per the FEMA flood zone maps in zone C which has minimal flood risk.
- 9) The project is located per the FEMA flood zone maps in zone C which has minimal flood risk.
- 10) The project is located per the FEMA flood zone maps in zone C which has minimal flood risk.

Property Development Regulations	
Zoning District	Min. Lot Dimensions (ft)
MU-1	50' x 100'
Required	50' x 100'
Proposed	50' x 100'

Parking Data	
Proposed Gross Site Area	22,072 sq ft
Gross Building Area	10,000 sq ft
Net Floor Area	10,000 sq ft
2nd & 3rd Floor - Medical Offices	8,078 sq ft
Gross Floor Area Ratio	0.46 FAR
Net Floor Area Ratio	0.46 FAR
Proposed Building Height	45 ft
Occupancy Type	Medical Office / Retail
Proposed Use	Medical Office / Retail
Proposed Use	Medical Office / Retail
Proposed Use	Medical Office / Retail

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1320 S. Federal Highway  
Boynton Beach, FL





RONALD L. LEWIS, P.E.  
590 S. Federal Highway  
Suite No. 400  
Fort Lauderdale, FL 33446-4660  
PH: (561) 379-5848  
FAX: (561) 582-3700  
lewis@rlle.com

FL P.E. NO. 34871

PROJECT:

1320 South Federal Highway

SITE LIGHTING

Boynton Beach Florida

Date: 6-24-2018

Drawn By: RL

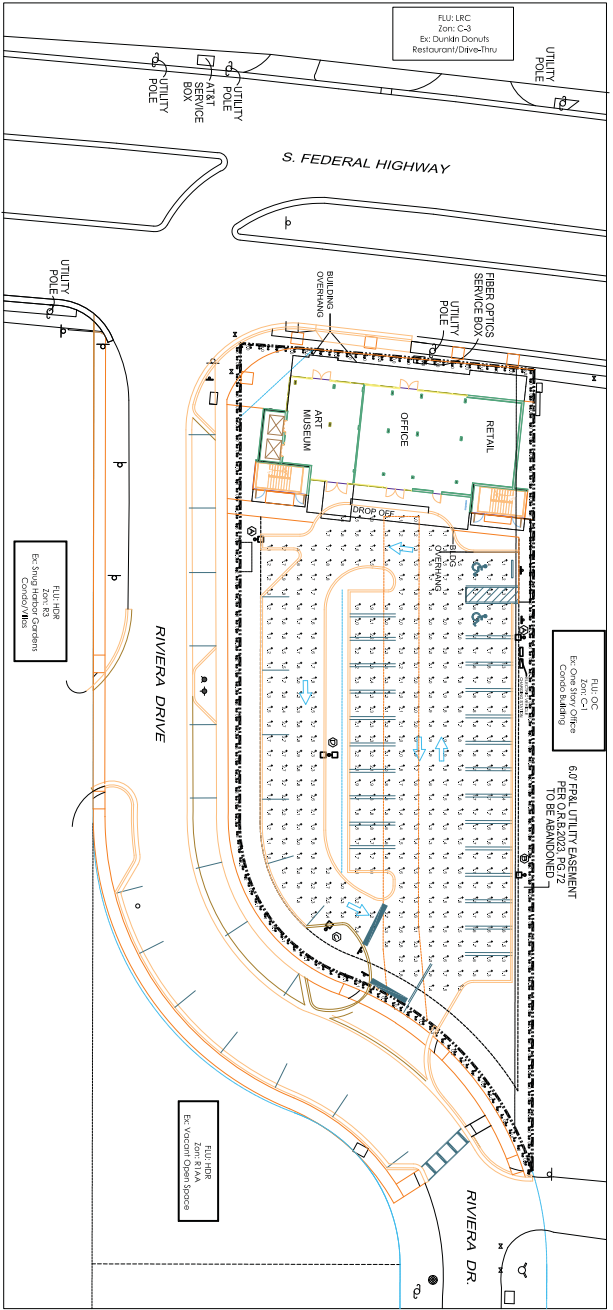
Checked By: RL

Project No.: 180601

Revised: 6-20-2018

SHEET NO. 1 of 1

E-1



1 SITE LIGHTING PLAN

**2 POLE MOUNTED LIGHTING FIXTURE DETAIL**

NOTE: MANUFACTURER SHALL PROVIDE WIND LOAD CALCULATIONS FOR POLE SIZED AND SEALED BY FLORIDA LICENSED ENGINEER.

**RAZAR SERIES-LED**

LED/TECHNICAL SPECIFICATIONS

ITEM	DESCRIPTION	UNIT	QTY	PRICE
1	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
2	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
3	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
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5	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
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95	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
96	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
97	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
98	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
99	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00
100	RAZAR SERIES-LED LIGHTING FIXTURE	EA	1	100.00

**CALCULATION SUMMARY:**

AREA NAME	DESCRIPTION	UNIT	QTY	PRICE
MAIN LOT	5 ft x 5 ft	176	93	1.76
PROPERTY LINE (HORIZONTAL)	5 ft x 5 ft	176	93	1.76
PROPERTY LINE (VERTICAL)	5 ft x 5 ft	176	93	1.76

**LUMINAIRE SCHEDULE:**

TYPE	MANUFACTURER	DESCRIPTION	ARRANGEMENT	PATTERNS	LIGHTING	LLP	QTY
A	U.S. ARCHITECTURAL LIGHTING	CONVEX LED-11-4-4-LED-3500K-40W-1-LED	SHADE	740	1825	TOP OF FENCE 20' ABOVE GRADE ON 27' POLE	0.095
B	U.S. ARCHITECTURAL LIGHTING	CONVEX LED-11-4-4-LED-3500K-40W-1-LED	SHADE	525	5278	TOP OF FENCE 20' ABOVE GRADE ON 27' POLE	0.095
C	U.S. ARCHITECTURAL LIGHTING	CONVEX LED-11-4-4-LED-3500K-40W-1-LED	SHADE	415	5810	TOP OF FENCE 20' ABOVE GRADE ON 27' POLE	0.095
D	U.S. ARCHITECTURAL LIGHTING	CONVEX LED-11-4-4-LED-3500K-40W-1-LED	SHADE	440	6468	TOP OF FENCE 20' ABOVE GRADE ON 27' POLE	0.095



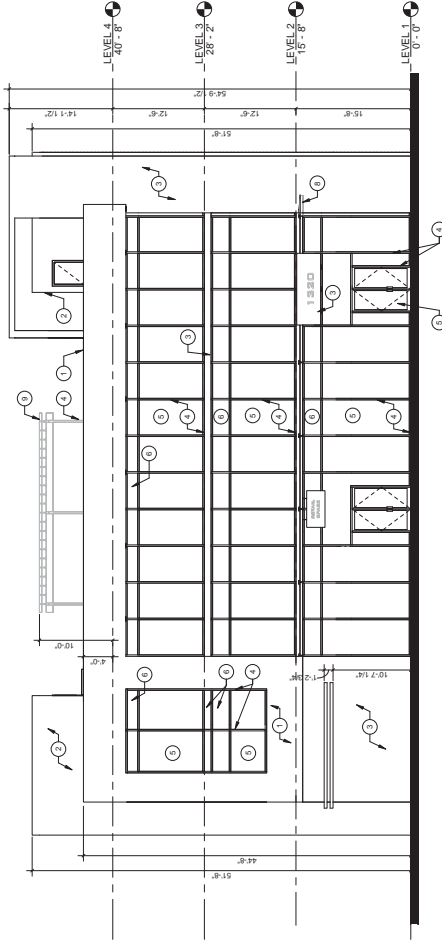


COLORED ELEVATIONS

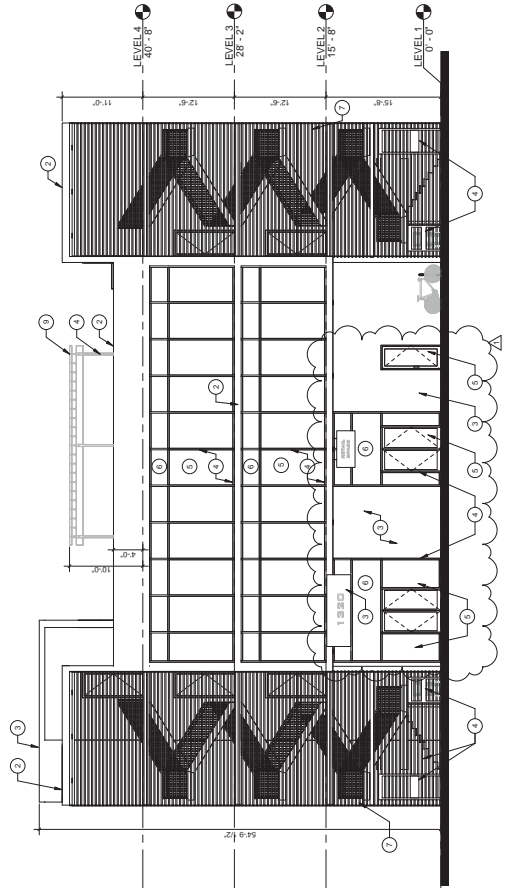
1320 SOUTH FEDERAL OFFICE BUILDING



1 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



MARK	DESCRIPTION	COLOR & MATERIAL LEGEND	MATERIAL / COLOR
1	LIGHT TEXTURE PAINTED STUCCO		SHERWIN WILLIAMS 'ORIGAMI WHITE' SW 7638
2	LIGHT TEXTURE PAINTED STUCCO		SHERWIN WILLIAMS 'MIDFALL GRAY' SW 7016
3	LIGHT TEXTURE PAINTED STUCCO		SHERWIN WILLIAMS 'DOVETAIL' SW 7018
4	MULLIONS, TRELLIS POST, DOOR & WINDOW FRAME, SHERWIN WILLIAMS 'IRON ORE' SW 7069		ANODIZED ALUMINUM FINISH SHERWIN WILLIAMS 'IRON ORE' SW 7069
5	STOREFRONT GLASS		VITRO - GLASS WITH OPAQUE FILM
6	STOREFRONT GLASS		VITRO - GLASS WITH OPAQUE FILM
7	LOUVER		ANODIZED ALUMINUM FINISH SHERWIN WILLIAMS 'IRON ORE' SW 7069
8	SUN CONTROL LOUVER		ANODIZED CLEAR ALUMINUM FINISH SHERWIN WILLIAMS 'IRON ORE' SW 7069
9	TRELLIS RAFTER		PAINTED ALUMINUM - SHERWIN WILLIAMS 'IRON ORE' SW 7069

### GENERAL NOTES

- EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE IRC 6TH EDITION (2015), TABLE 706.8.
- ALL EQUIPMENT ATTACHED TO THE BUILDING SHALL BE REQUIRED TO BE PAINTED TO MATCH THE BUILDING. SUBJECT TO DOWNTON BEACH UTILITIES APPROVAL.
- ALL ABOVE GROUND MECHANICAL EQUIPMENT SHALL BE NOT LIMITED TO, EXTERIOR UTILITY BOXES, METERS, VALVES, ETC. SHALL BE PAINTED TO MATCH THE BUILDING. ALL EQUIPMENT SHALL BE PAINTED TO MATCH THE BUILDING. PREVENTERS SHALL BE PAINTED TO MATCH THE BUILDING. STRUCTURE SUBJECT TO DOWNTON BEACH UTILITIES APPROVAL.
- BUILDING STRUCTURES AN PARTS OF THEREOF SHALL BE DESIGNED TO WITHSTAND THE MINIMUM WIND LOADS OF 170 MPH, WIND FORCES ON EVERY BUILDING OR STRUCTURE SHALL BE DETERMINED BY THE PROVISIONS OF ASCE 7 AND THE PROVISIONS OF THE IRC 6TH EDITION (2015), SECTION 1609 (WIND LOADS).

AW

architects

BOOKED ACTUATED AIA

JAMES E. WILLIAMS AIA

THE COMMISSION AIA

BRICK LANTERN, FLORIDA 32807

TEL: 407.507.1000

FAX: 407.507.1001

1320 SOUTH FEDERAL OFFICE  
SITE PLAN APPROVAL  
1320 SOUTH FEDERAL HWY  
BOYNTON BEACH, FL 33435

FLORIDA LICENSE: AL3002279  
07/02/2018

PROJECT NO:	1704
DESIGNED BY:	JW / VM
DRAWN BY:	VM
CHECKED BY:	JW / MB
SUBMITTALS:	
SCHEMATIC DESIGN:	11/02/2017
SITE PLAN APPROVAL:	07/02/2018

REVISIONS:	
NO. DATE REVISIONS	08.12.2018

BUILDING  
ELEVATIONS

A1.2

# EXHIBIT "C"

## Conditions of Approval

Project Name: 1320 S. Federal Hwy. Office Building  
 File number: MSPM 18-009  
 Reference: 3<sup>rd</sup> review of plans identified as a Major Site Plan Modification with an August 20, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
<b>ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES</b>		
Comments:		
1. At time of permitting, provide copy of FDOT drainage connection and/or driveway connection permit.	X	
2. At time of permitting, provide pre/post drainage calculations and a geotechnical report.	X	
3. Longitudinal grading on Riviera Drive shall be reconstructed to facilitate proper drainage.	X	
4. Retaining wall shall be offset away from the northern property line so as not to encroach on neighboring property.	X	
5. At time of permitting, provide cross sections on all property lines	X	
6. At time of permitting, show the minimum radius for access to the site for emergency vehicles and sanitation trucks.	X	
7. At time of permitting, show all utility easements and utility lines on the site plan, landscape plans, and water and sewer plans.	X	
8. At time of permitting, provide an irrigation plan which follows the Waterwise principals.	X	
<b>FIRE</b>		
Comments:		
9. At time of permitting, show fire access turning radii on the site plan throughout the parking area.	X	
<b>POLICE</b>		
Comments: All previous comments addressed at DART meeting.		
<b>BUILDING</b>		
Comments: All previous comments addressed at DART meeting.		



DEPARTMENTS	INCLUDE	REJECT
<b>PARKS AND RECREATION</b>		
Comments: All previous comments addressed at DART meeting.		
<b>PLANNING AND ZONING</b>		
Comments:		
10. Coordinate with the City's Public Art's Manager to develop a Public Art proposal for the property.	X	
11. At time of permitting, provide details of the proposed roof-top trellis.	X	
12. At time of permitting, provide elevations of the north and south façade of the building.	X	
13. A sign program for the property is required prior to issuance of sign permits.	X	
14. Revise the sidewalk along Riviera Drive to be a minimum of five (5) in width.	X	
<b>COMMUNITY REDEVELOPMENT AGENCY</b>		
Comments: All previous comments addressed at DART meeting.		
<b>PLANNING &amp; DEVELOPMENT BOARD CONDITIONS</b>		
Comments: None		
<b>CITY COMMISSION CONDITIONS</b>		
Comments: To be determined.		

**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 HEARING RATIFICATION BEFORE CITY COMMISSION: November 7, 2018

APPROVAL SOUGHT: Approve the 1320 S. Federal Hwy. Office Building Major Site Plan Modification to construct a 10,898 square foot structure and associated site improvements.

LOCATION OF PROPERTY: Northeast corner of the intersection of Riviera Drive and Federal Highway

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

\_\_\_\_\_ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant  
    ☒ HAS  
    \_\_\_\_\_ HAS NOT  
  
    established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."
4. The Applicant's request is hereby  
    ☒ GRANTED subject to the conditions referenced in paragraph 3 above.  
    \_\_\_\_\_ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

DATED: \_\_\_\_\_

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



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**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 7<sup>th</sup> so that final action is taken concurrent with final action taken on the corresponding ordinances)**

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**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

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Is this a grant? No

Grant Amount:

---


**ATTACHMENTS:**


Type	Description
<input type="checkbox"/> Staff Report	Staff Report (HTEX 18-001)
<input type="checkbox"/> Location Map	Exhibit A - Location Map
<input type="checkbox"/> Location Map	Exhibit B - Plans
<input type="checkbox"/> Conditions of Approval	Exhibit C - Conditions of Approval
<input type="checkbox"/> Development Order	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

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 three-story 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

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 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 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.



# LOCATION MAP



## Legend

 TCEA Boundary



Exhibit B

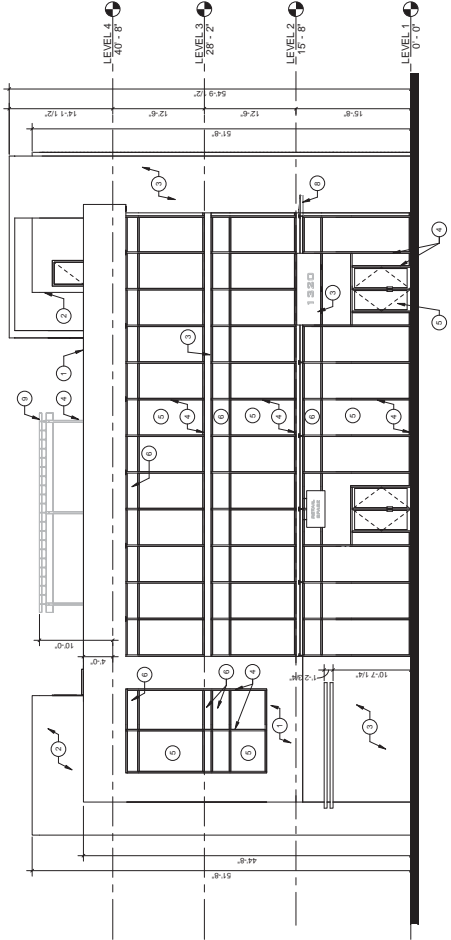


AW architects

COLORED ELEVATIONS

1320 SOUTH FEDERAL OFFICE BUILDING

1	WEST ELEVATION SCALE: 1/8" = 1'-0"
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# EXHIBIT "C"

## Conditions of Approval

Project Name: 1320 S. Federal Hwy. Office Building  
 File number: HTEX 18-003  
 Reference: 3<sup>rd</sup> 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
<b>ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES</b>		
Comments: None		
<b>FIRE</b>		
Comments: None		
<b>POLICE</b>		
Comments: None		
<b>BUILDING</b>		
Comments: None		
<b>PARKS AND RECREATION</b>		
Comments: None		
<b>PLANNING AND ZONING</b>		
Comments: None		
<b>COMMUNITY REDEVELOPMENT AGENCY</b>		
Comments: None		
<b>PLANNING &amp; DEVELOPMENT BOARD CONDITIONS</b>		
Comments: None		
<b>CITY COMMISSION CONDITIONS</b>		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\1320 S. Federal Hwy Office Bldg\HTEX 18-001\ExhibitC\_HTEX 18-003 COA - PD.doc

**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 HEARING RATIFICATION 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 OF PROPERTY: Northeast corner of the intersection of Riviera Drive and Federal Highway

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant  
    ☒ HAS  
    ☐ HAS NOT  
  
established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."
4. The Applicant's request is hereby  
    ☒ GRANTED subject to the conditions referenced in paragraph 3 above.  
    ☐ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

City Clerk



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**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)**

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**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:**

Type	Description
▣ Staff Report	Staff Report
▣ Location Map	Location Map
▣ Drawings	Site Plan
▣ Drawings	Survey
▣ Drawings	Civil Plan
▣ Drawings	Landscape Plan
▣ Drawings	Photometric Plan
▣ Drawings	Color Building Elevations 1
▣ Drawings	Color Building Elevations 2
▣ Drawings	Bus Shelter Detail
▣ Drawings	Existing Monument Sign
▣ Drawings	New Monument Sign
▣ Drawings	Floor Plan
▣ Letter	Applicant Justification
▣ Conditions of Approval	Conditions of Approval
▣ 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);

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



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 fixtures 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 drive. 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 evidenced through the issuance of a certificate of availability by Palm Beach County Solid Waste Authority. Staff reviewed the site plan and determined that current staffing levels would be sufficient to meet the expected demand for services. Conceptual drainage information was provided for the City's review. The Engineering Division has found the conceptual information to be adequate and is recommending that the review of specific drainage solutions be deferred until time of permit review. With incorporation of staff comments noted within Exhibit "D" – Conditions of Approval, the proposed project would comply with the requirements of applicable sections of city code and Land Development Regulations.

*12. Compliance with, and abatement of nuisances and hazards in accordance with, the performance standards of Chapter 2, Section 4.N. of the City's Land Development Regulations and conformance to the City of Boynton Beach Noise Control Ordinance.*

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.



# LOCATION MAP



Woolbright Rd

S Congress Ave

**SITE**



Plotted By: Vesper, Adam Sheet Set: McDonald's Boynton Beach RELO Layout: C-100 SITE PLAN August 10, 2018 01:29:20pm K:\VRB\DEVA\47208 - McDonalds\127 - 009-2650 - Boynton Beach RELO\CAD\PlanSheets\C-100 SITE PLAN.dwg  
This document, together with the concepts and designs presented herein, as an instrument of service, shall be without liability to Kimley-Horn and Associates, Inc. It shall be the property of Kimley-Horn and Associates, Inc. and shall be returned to Kimley-Horn and Associates, Inc. upon request.

#### SITE DATA

ADDRESS: WOOLBRIGHT ROAD AND CONGRESS AVENUE  
ZONING: C3  
SITE AREA: 93,621 SF / 2.109± AC  
PARCEL 1: ROW DEDICATION: 2,093± SF / 0.048± AC  
PARCEL 2: MCDONALDS: 56,354± SF / 1.294± AC  
FUTURE RETAIL: 63,336± SF / 1.454± AC  
TOTAL: 215,404± SF / 4.945± AC  
MAX BUILDING HEIGHT: REQUIRED = 45' PROVIDED = 18'  
MAX F.A.R.: MAX = 0.50 PROVIDED = .08

#### BUILDING AREA:

MCDONALDS: 4,490 SF  
WALGREENS: 14,378 SF  
MULTI-TENANT RETAIL: 4,745 SF  
TOTAL: 23,613 SF

SEATING CAPACITY: 64 SEATS

SETBACKS	REQUIRED	PROVIDED
FRONT (BUILD-TO-LINE)	20'	170.8'
REAR	20'	152.8'
SIDE INTERIOR (SOUTH)	0'	22.0'
SIDE INTERIOR (NORTH)	20'	51.5'

LANDSCAPE BUFFER: 5'

#### PARKING SUMMARY

REQUIRED PARKING: (9x18)

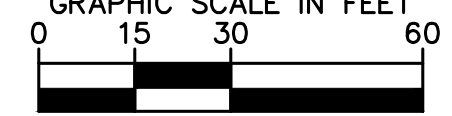
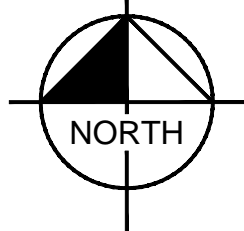
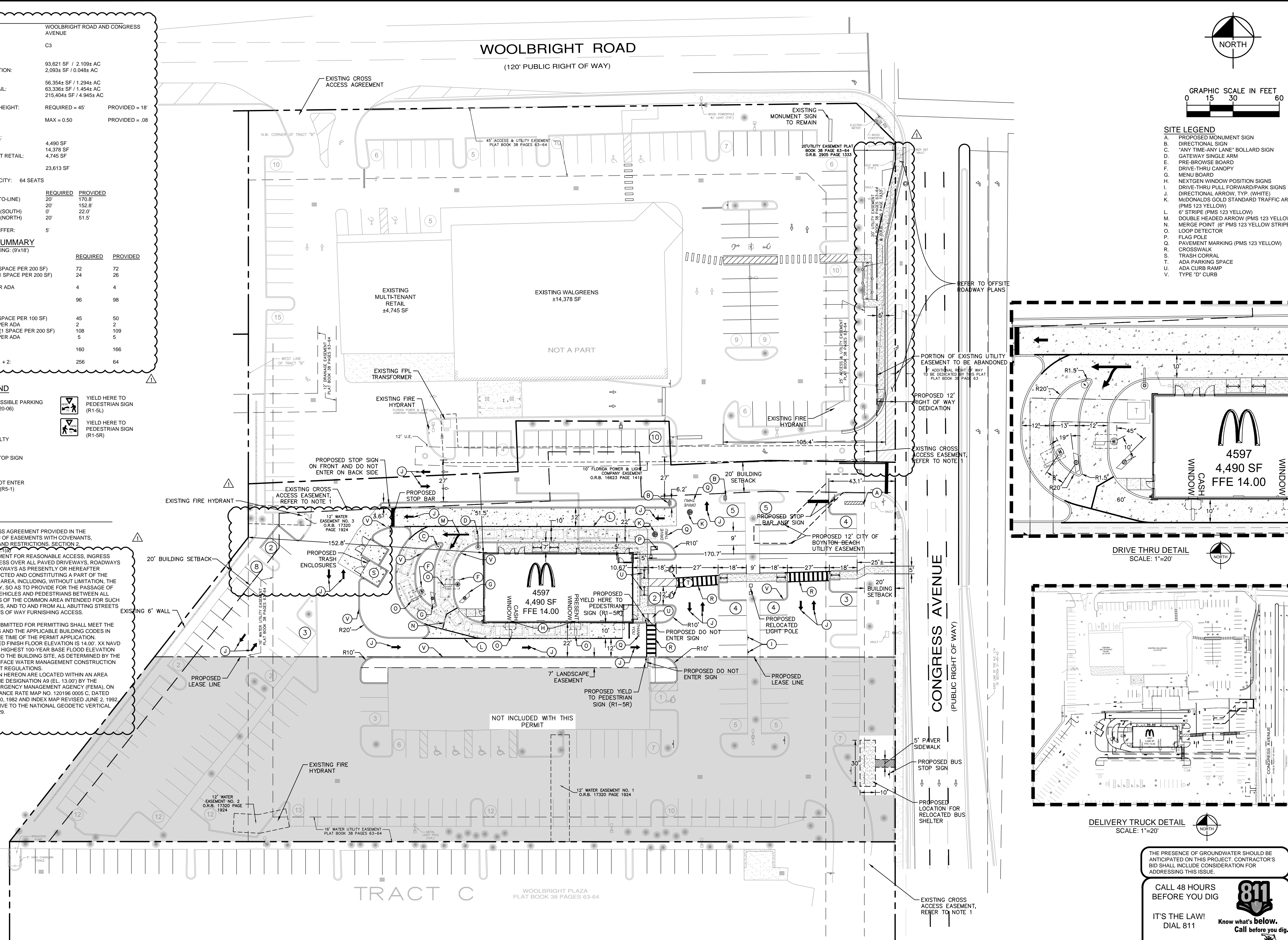
	REQUIRED	PROVIDED
PARCEL 1		
WALGREENS (1 SPACE PER 200 SF)	72	72
MULTI-TENANT (1 SPACE PER 200 SF)	24	26
ACCESSIBLE PER ADA	4	4
TOTAL:	96	98
PARCEL 2		
MCDONALDS (1 SPACE PER 100 SF)	45	50
ACCESSIBLE PER ADA	2	2
FUTURE RETAIL (1 SPACE PER 200 SF)	108	109
ACCESSIBLE PER ADA	5	5
TOTAL:	160	166
TOTAL PARCEL 1 + 2:	256	64

#### SIGN LEGEND

	ACCESSIBLE PARKING (R1-20-06)		YIELD HERE TO PEDESTRIAN SIGN (R1-5L)
	PENALTY		YIELD HERE TO PEDESTRIAN SIGN (R1-5R)
	30" STOP SIGN (R1-1)		
	DO NOT ENTER SIGN (R5-1)		

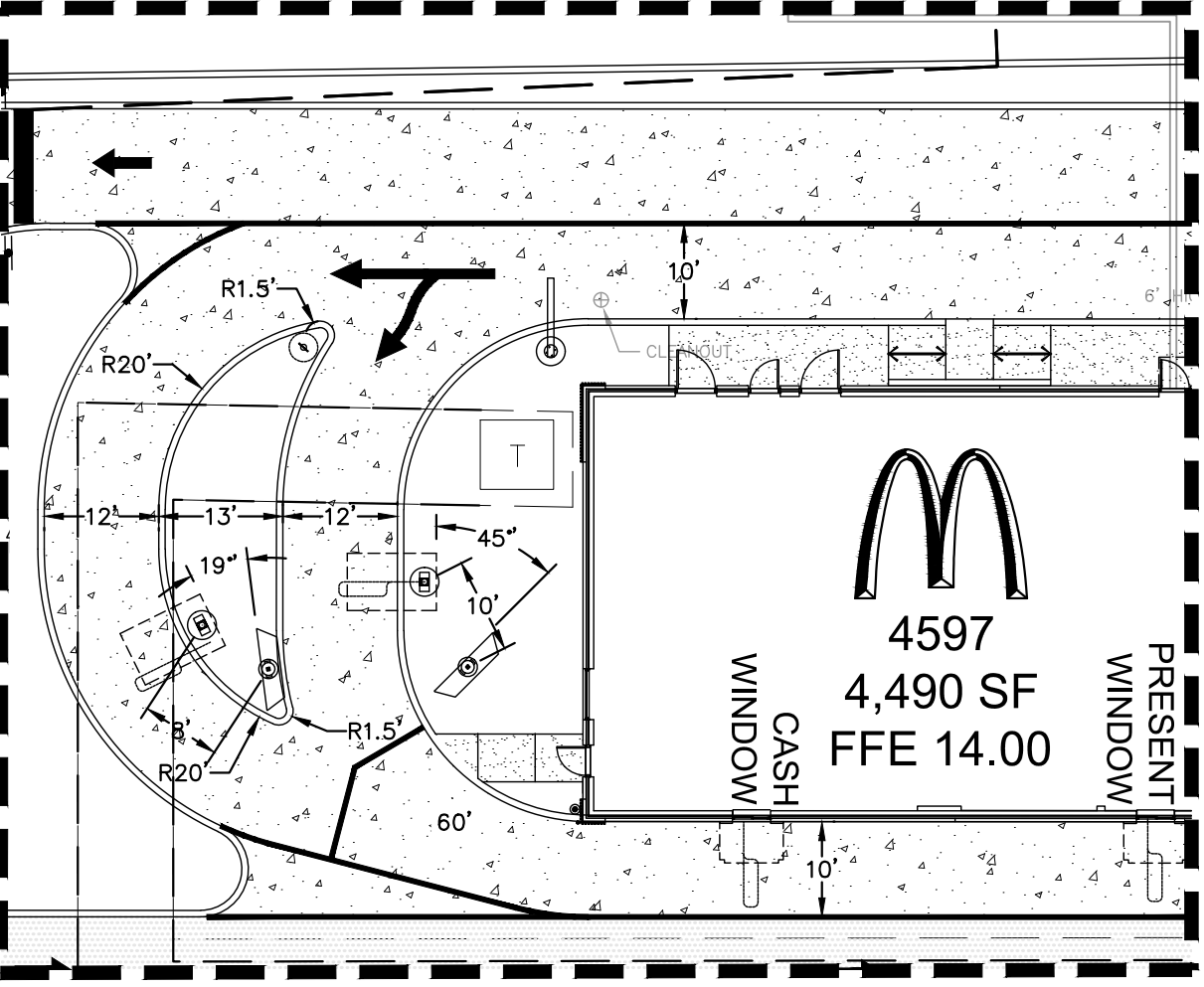
#### NOTES:

CROSS ACCESS AGREEMENT PROVIDED IN THE DECLARATION OF EASEMENTS WITH COVENANTS, CONDITIONS AND RESTRICTIONS, SECTION 2.1.1.  
AN EASEMENT FOR REASONABLE ACCESS, INGRESS AND EGRESS OVER ALL PAVED DRIVEWAYS, ROADWAYS AND WALKWAYS AS PRESENTLY OR HEREAFTER CONSTRUCTED AND CONSTITUTING A PART OF THE COMMON AREA, INCLUDING, WITHOUT LIMITATION, THE DRIVEWAY, SO AS TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE COMMON AREA INTENDED FOR SUCH PURPOSES, AND TO AND FROM ALL ADJUTING STREETS OR RIGHTS OF WAY FURNISHING ACCESS.  
ALL PLANS SUBMITTED FOR PERMITTING SHALL MEET THE CITY'S CODES AND THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF THE PERMIT APPLICATION. THE PROPOSED FINISH FLOOR ELEVATION IS 14.00'. XX NAVD IS ABOVE THE HIGHEST 100-YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUILDING SITE, AS DETERMINED BY THE SFWMD'S SURFACE WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.  
LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION A9 (EL. 13.00') BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 120198 0002 C, DATED SEPTEMBER 30, 1982 AND INDEX MAP REVISED JUNE 2, 1992, AND IS RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

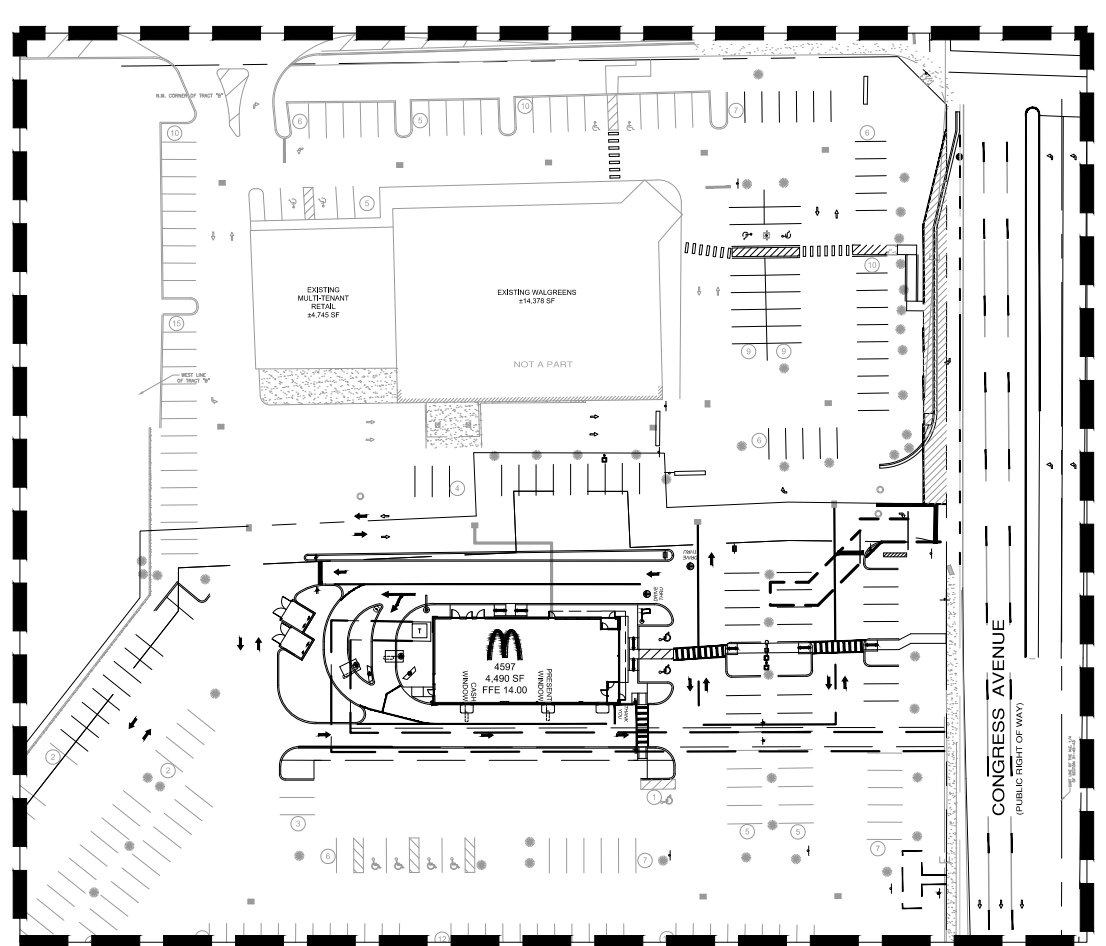


#### SITE LEGEND

- A. PROPOSED MONUMENT SIGN
- B. DIRECTIONAL SIGN
- C. 'ANY-TIME-ANY-LANE' BOLLARD SIGN
- D. GATEWAY SINGLE ARM
- E. PRE-BROWSE BOARD
- F. DRIVE-THRU CANOPY
- G. MENU BOARD
- H. NEXT-GEN WINDOW POSITION SIGNS
- I. DRIVE-THRU PULL FORWARD/PARK SIGNS
- J. DIRECTIONAL ARROW, TYP. (WHITE)
- K. MCDONALDS GOLD STANDARD TRAFFIC ARROW (PMS 123 YELLOW)
- L. 6" STRIPE (PMS 123 YELLOW)
- M. DOUBLE HEADED ARROW (PMS 123 YELLOW)
- N. MERGE POINT (6" PMS 123 YELLOW STRIPE)
- O. LOOP DETECTOR
- P. FLAG POLE
- Q. PAVEMENT MARKING (PMS 123 YELLOW)
- R. CROSSWALK
- S. TRASH CORRAL
- T. ADA PARKING SPACE
- U. ADA CURB RAMP
- V. TYPE 'D' CURB



DRIVE THRU DETAIL  
SCALE: 1"=20'



DELIVERY TRUCK DETAIL  
SCALE: 1"=20'

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS BEFORE YOU DIG  
IT'S THE LAW! DIAL 811  
Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

**Kimley»Horn**  
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960  
PHONE: 772-794-4100  
WWW.KIMLEY-HORN.COM CA 0000696

LICENSED PROFESSIONAL  
BLAINE BERGESSER  
DATE: 06/26/2018  
SCALE: AS SHOWN  
DESIGNED BY: SJR  
DRAWN BY: SJR  
CHECKED BY: PVR  
DATE:

#### SITE PLAN

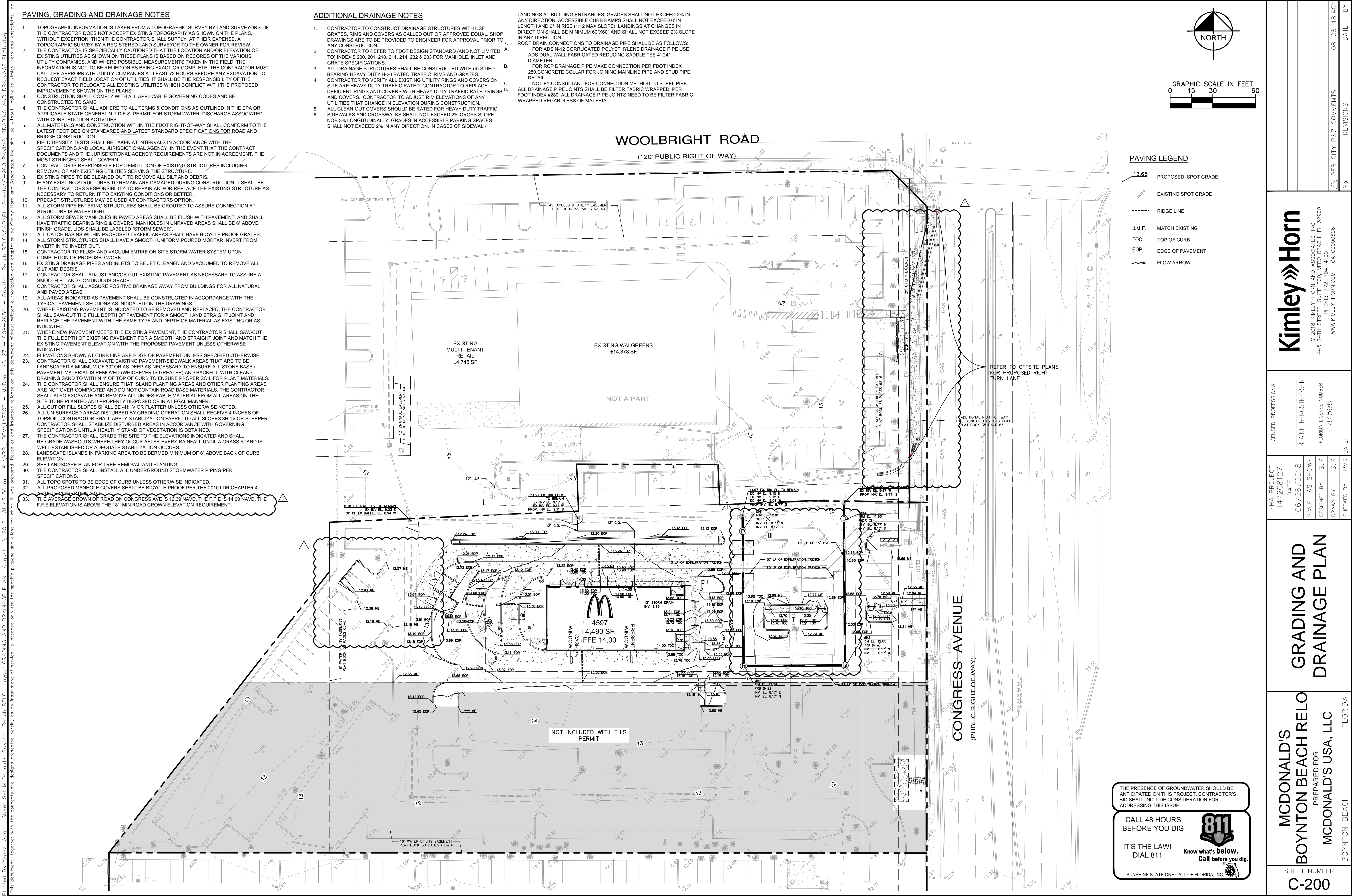
**MCDONALD'S**  
**BOYNTON BEACH RELO**  
PREPARED FOR  
**MCDONALD'S USA, LLC**  
BOYNTON BEACH, FLORIDA

SHEET NUMBER  
**C-100**











NOTE:  
1. SOD IN SWALES AND ALONG PERMIETER SIDEWALKS SHALL BE WEED FREE, HEALTHY AND GREEN AT TIME OF INSPECTION.  
2. EXISTING SOD IN GOOD CONDITON MAY BE PLACED ON A WEED AND FEED PROGRAM WITH A CONDITION OF APPROVAL UPON INSPECTION BY THE CITY ARBORIST IN 3 MONTHS OR ON APRIL 15TH 2013.  
3. ALL EXISTING SHRUBS NOT FL. NO. 1 QUALITY AT TIME OF INSPECTION DUE TO LEAF COLOR OR WEED INFESTATION SHALL BE APPROPRIATELY FERTILIZED AND OR CLEANED AND PRUNED.

NOTES:  
1. ALL LANDSCAPE AREAS SHALL BE MULCHED WITH GRADE 'A' NATURAL PINE OR EUCALYPTUS  
2. ALL SHRUBS/TREES IN POOR CONDITION OR LESS THAN FL. NO. 1 QUALITY SHALL BE REPLACED WITH SAME SPECIES AND SIZE (OR EQUIVALENT)  
3. ALL MULCHED PLANTER BEDS SHALL BE KEPT 1" BELOW THE TOP OF CURBS  
4. CONTRACTOR SHALL ADJUST OR ADD IRRIGATION EQUIPMENT TO ENSURE ALL LANDSCAPE MATERIALS RECIEVE 100% COVERAGE  
5. REFER TO SHEET IR-1 AND IR-2 FOR IRRIGATION DESIGN, DETAILS AND SPECIFICATIONS

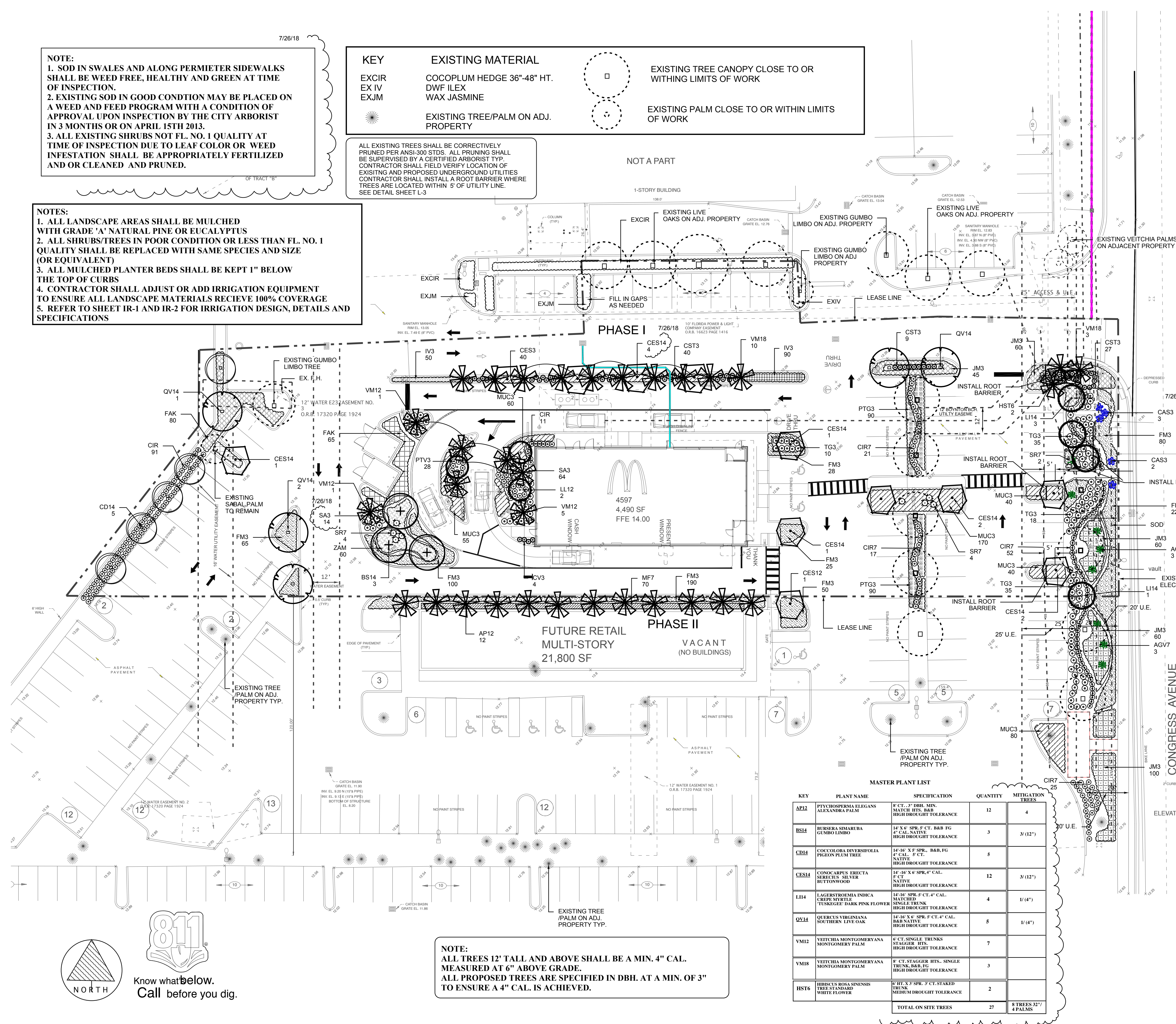
KEY

EXCIR  
EX IV  
EXJM

EXISTING MATERIAL  
COCOPLUM HEDGE 36"-48" HT.  
DWF ILEX  
WAX JASMINE  
EXISTING TREE/PALM ON ADJ. PROPERTY

EXISTING TREE CANOPY CLOSE TO OR WITHING LIMITS OF WORK  
EXISTING PALM CLOSE TO OR WITHIN LIMITS OF WORK

ALL EXISTING TREES SHALL BE CORRECTIVELY PRUNED PER ANSI-300 STD. ALL PRUNING SHALL BE SUPERVISED BY A CERTIFIED ARBORIST TYP. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING AND PROPOSED UNDERGROUND UTILITIES. CONTRACTOR SHALL INSTALL A ROOT BARRIER WHERE TREES ARE LOCATED WITHIN 5' OF UTILITY LINE. SEE DETAIL SHEET L-3



LANDSCAPE DATA  
CITY OF BOYNTON BEACH

ZONING: C-3 COMMUNITY COMMERCIAL

SITE AREA: 56,354SF.  
PERVIOUS AREA REQUIRED 8,805 SF. (15.6%)

TREES REQUIRED: 4" CAL. 6" ABOVE GROUND  
PALMS 6" CT. MIN.

INGRESS ENTRANCE REQUIREMENTS:  
(1) SIGNATURE TREE 1" CAL. MIN. + COLORFUL SHRUBS  
PROPOSED: (2) SIGNATURE TREES

OFF STREET PARKING REQUIREMENTS:  
(1) TREE PER 25 SF. PER PARKING STALL  
50 PARKING STALLS X 25 = 1,250 SF. REQUIRED  
PROVIDED = 1,250 SF.

(1) TREE PER PARKING ISLAND = 12 REQUIRED  
PROVIDED = 12

BUFFERS ADJ. TO A ROADWAY  
(1) TREE PER 25 LF. (FPL APPROVED)  
CONGRESS AVE. 108'/25 = 5 REQUIRED  
EXISTING = 2  
PROPOSED = 3

BUFFERS ADJ. TO ABUTTING PROPERTIES  
(1) TREE PER 30 LF. + 6" HT. HEDGE  
PROPOSED = 5

SOUTH: N/A

NORTH: 100' /30 = 3 REQUIRED  
EXISTING = 3

BASE OF SIGN REQUIREMENTS:  
24" HT. COLORFUL SHRUBS  
PROPOSED = 24" COLORFUL SHRUBS

TOTAL TREES REQUIRED FOR SITE = 27  
TREES PROPOSED + EXISTING = 20  
PALMS PROPOSED = 7 (3:1)  
TOTAL TREES PROPOSED ON SITE = 31

TREE MITIGATION DATA:  
TREES REMOVED = (4) TREES OR 31" CAL.  
PROPOSED TREE CAL. ON SITE = 31" ABOVE MIN. CODE  
PALMS REMOVED = 4  
PROPOSED PALMS ABOVE LANDSCAPE REQUIREMENTS = 4

NOTE: ALL PROPOSED TREES SHALL MAINTAIN A MIN. OF 10' SEPARATION TO UNDER GROUND UTILITY LINES

MASTER PLANT LIST			
KEY	PLANT NAME	SPECIFICATION	QUANTITY
AGV7	AGAVE ATTENUATA SPINELESS AGAVE	15 GAL. SPECIMEN HIGH DROUGHT TOLERANCE	6
CAS3	CRINUM ANASTATUM CRINUM LILLY QUEEN EMMA PURPLE	36" X 30" O.A. 5 PPM MIN. HIGH DROUGHT TOLERANCE	5
CES3	CONOCARPUS ERECTUS SERECUS SILVER BUTTONWOOD SHIRUB	24" X 24" 24" O.C. FULL TO BASE NATIVE HIGH DROUGHT TOLERANCE	40
CIR	CHRYSOBALANUS ICACO COCOPLUM HEDGE	24" X 24" 24" O.C. NATIVE HIGH DROUGHT TOLERANCE	102
CIR7	CHRYSOBALANUS ICACO COCOPLUM HEDGE	36" X 24" SPR. 24" O.C. FULL TO GROUND NATIVE HIGH DROUGHT TOLERANCE	116
CST3	CODIAEUM SHOESTRING CROTON	36" X 24" 24" O.C. HIGH DROUGHT TOLERANCE	76
FAK	TRIPSACUM DACTYLOIDES FAKAHATCHEE GRASS	36" X 24" 24" O.C. NATIVE HIGH DROUGHT TOLERANCE	145
FM3	FICUS MICROCARPA GREEN ISLAND FICUS	12" X 18" SPR. 18" O.C. HIGH DROUGHT TOLERANCE	763
IV3	ILEX VOMITORIA SHELLINGS DWARF	10" X 18" SPR. MIN 12" O.C. NATIVE HIGH DROUGHT TOLERANCE	140
JM3	JASMINE MULTIFLORUM DOWNY JAS.	18" X 20" SPR. 24" O.C. MEDIUM DROUGHT TOLERANCE	325
MF7	MYRCANTHES FRAGRANS- SIMPSON STOPPER	36" X 24" 24" O.C. NATIVE HIGH DROUGHT TOLERANCE	70
MUC3	MUHLENBERGIA CAPILLARIS MULV GRASS	24" X 24" SPR. 18" O.C. NATIVE HIGH DROUGHT TOLERANCE	445
PTG3	PITTSOPORIUM TOBIRA GREEN PITTSOPORIUM	20" HT X 20" SPR. 24" O.C. MEDIUM DROUGHT TOLERANCE	180
PTV3	PITTSOPORIUM T. VARIEGATA VAR. PITT	20" X 20" SPR. MIN. 7 GAL. 24" O.C. MEDIUM DROUGHT TOLERANCE	28
SOD	ST. AUGUSTINE FLORITAM	CONTRACTOR TO VERIFY QUANTITY. SHADES SEN	
SA3	SCHIFFERIA ARBORICOLA VAR. ARBORICOLA	24" X 24" 24" O.C. MEDIUM DROUGHT TOLERANCE	78
SR7	SERENOA REPENS SAV PALMETTO	24" X 24" 30" O.C. NATIVE HIGH DROUGHT TOLERANCE	6
TG3	GALPHIMIA GRACILIS THRVALIS	36" X 24" SPR. 7" OC FULL TO GROUND SHIRUB MEDIUM DROUGHT TOLERANCE	98
ZAM	ZAMIA FLORIDANA COONTIE FERN	20" X 20" 24" O.C. NATIVE HIGH DROUGHT TOLERANCE	60

MASTER PLANT LIST				
KEY	PLANT NAME	SPECIFICATION	QUANTITY	MITIGATION TREES
AP12	PYCHOSPERMA ELEGANS ALEXANDRA PALM	8" CT., 3" DBH. MIN. MATCH HTS. B&B HIGH DROUGHT TOLERANCE	12	4
BS14	BURSERA SIMARUBA GUMBO LIMBO	14" X 6" SPR. 5" CT. B&B FG 4" CAL. 8" CT. NATIVE HIGH DROUGHT TOLERANCE	3	3 (12")
CD14	COCOLOBIA DIVERSIFOLIA PIGION PLUM TREE	14-16" X 5" SPR., B&B, FG 4" CAL. 8" CT. NATIVE HIGH DROUGHT TOLERANCE	5	
CES14	CONOCARPUS ERECTA SERECUS SILVER BUTTONWOOD	14-16" X 6" SPR. 4" CAL. 5" CT. NATIVE HIGH DROUGHT TOLERANCE	12	3 (12")
LI14	LAGERSTROEMIA INDICA CRIPE MYRTLE TUSKEGEE DARK PINK FLOWER	14-16" SPR. 5" CT. 4" CAL. MATCHED SINGLE TRUNK HIGH DROUGHT TOLERANCE	4	1 (4")
QV14	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	14-16" X 6" SPR. 5" CT. 4" CAL. B&B NATIVE HIGH DROUGHT TOLERANCE	5	1 (4")
VM12	VEITCHIA MONTGOMERYANA MONTGOMERY PALM	6" CT. SINGLE TRUNKS STAGGER HTS. HIGH DROUGHT TOLERANCE	7	
VM18	VEITCHIA MONTGOMERYANA MONTGOMERY PALM	8" CT. STAGGER HTS., SINGLE TRUNK, B&B, FG HIGH DROUGHT TOLERANCE	3	
HST6	HIBISCUS ROSA SINENSIS TREE STANDARD WHITE FLOWER	6" HT. X 3" SPR. 3" CT. STAKED TRUNK MEDIUM DROUGHT TOLERANCE	2	
TOTAL ON SITE TREES			27	8 TREES 32"/ 4 PALMS

NOTE:  
ALL TREES 12' TALL AND ABOVE SHALL BE A MIN. 4" CAL. MEASURED AT 6" ABOVE GRADE.  
ALL PROPOSED TREES ARE SPECIFIED IN DBH. AT A MIN. OF 3" TO ENSURE A 4" CAL. IS ACHIEVED.

811

NORTH

Know what below.  
Call before you dig.

LA 6666695 USA 0927A  
1016 N 45TH STREET  
ORLAND PARK, FL 33554  
TEL 954-763-1071  
954-763-1072  
e: mcdonalds@lga.com  
mcdonalds.com

landscape architecture

REVISIONS:  
CITY COMMENTS:7/31/18

SHEET TITLE:  
LANDSCAPE PLAN

PROJECT:  
MCDONALD'S  
1661 S. CONGRESS AVE.  
BOYNTON BEACH , FL.

SEAL:

LOCATION CODE 009-2650

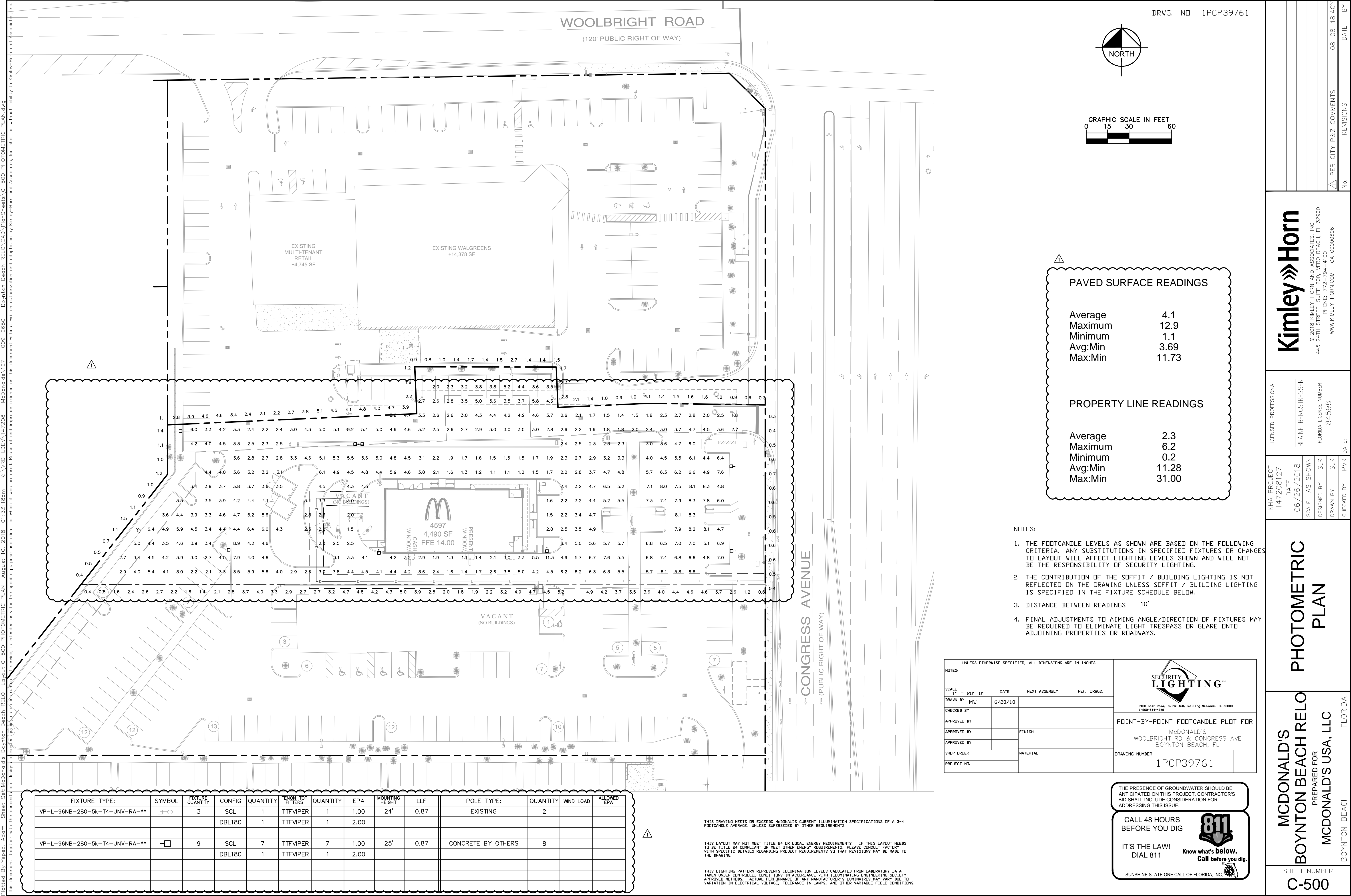
SCALE: 1"=20'

DATE DRAWN: 3/26/18

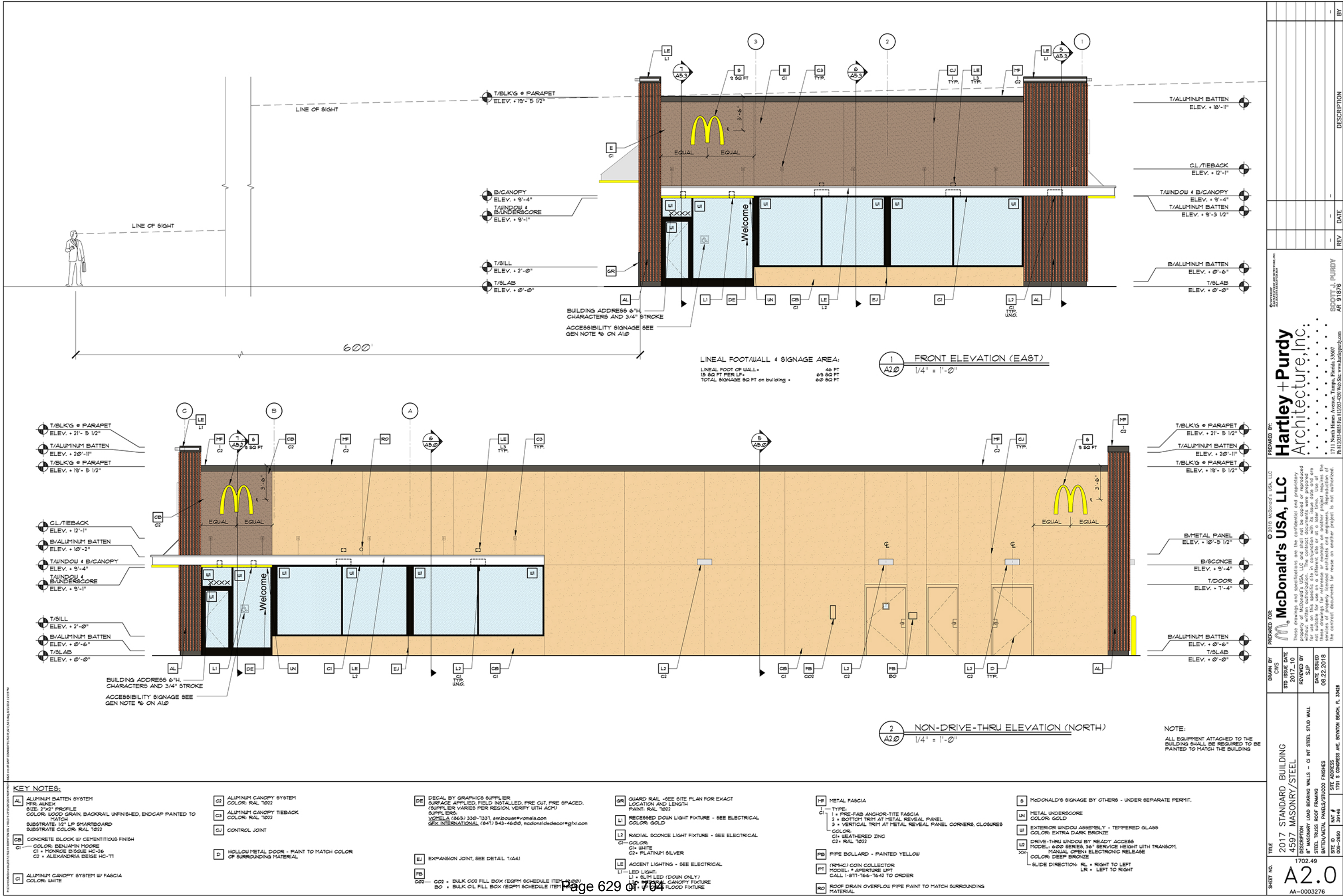
SHEET NO.  
L-1

of-3









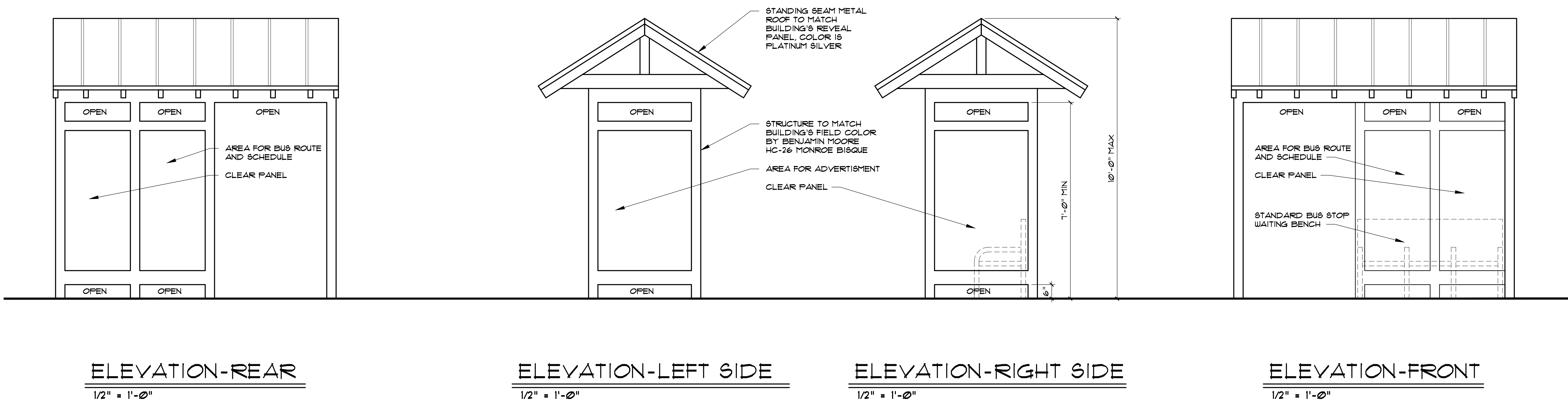




S	MCDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.
UN	METAL UNDERSCORE COLOR: GOLD
UI	EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS COLOR: EXTRA DARK BRONZE
UW	DRIVE-THRU WINDOW BY READY ACCESS MODEL: 600P SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN/ELECTRONIC RELEASE COLOR: DEEP BRONZE
UX	SLIDE DIRECTION: RL = RIGHT TO LEFT LR = LEFT TO RIGHT

[illegible]

P:\Client\McDonalds\2017\BUS SHELTER\04\_1702.49\_2650.DWG (REV. 08/22/2018) DESIGNED BY: JWP, CHECKED BY: JWP, DATE: 08/22/2018 10:09 AM



PLAN  
1/2" = 1'-0"

SHEET NO.	TITLE	DRAWN BY CWS	STD 4597	ISSUE DATE 2017-10	REVIEWED BY SJP	DATE ISSUED 08.22.2018	PREPARED FOR: <b>McDonald's USA, LLC</b>					PREPARED BY: <b>Hartley + Purdy Architecture, Inc.</b>					Copyrighted Architectural, Inc. All Rights Reserved									
							These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared for the use of the project named herein and are not to be used for any other project. Use of these drawings for a different example or at a later time, without the contract documents for reuse on another project is not authorized.					1711 North Himes Avenue, Tampa, Florida, 33607 Ph: 813.353-0035 Fax: 813.353-4350 Web Site: www.hartleypurdy.com					SCOTT J. PURDY AR 91876									
							DESCRIPTION					1702.49														
							4597 MASONRY/STEEL																			
							8" MASONRY LOAD BEARING WALLS - CI INT STEEL STUD WALL																			
							STEEL TRUSS ROOF FRAMING																			
							BATEN/METAL PANELS/STUCCO FINISHES																			
							SITE ID					NAT #					REV					DATE				
							009-2650					39146														
							1701 S CONGRESS AVE, BONTON BEACH, FL 33426																			
AA-0003276																										



# EXISTING ROAD SIGN WOOLBRIGHT & CONGRESS



# EXISTING ROAD SIGN PROPOSED FACE CHANGE WOOLBRIGHT & CONGRESS



3' x 10' = 30 SQFT

1'-9.5" x 10' = 17.9 SQFT



1740 HILL AVENUE  
WEST PALM BEACH, FL.  
33407  
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



REVISION:  
#1 00.00.00  
#1 00.00.00  
#1 00.00.00

CUSTOMER APPROVAL:

☒

DATE:

☒



# PROPOSED ROAD SIGN ON CONGRESS AVE

## Note:

In the future when new tenant comes in the parcel south of the McDonald's parcel, the sign will be revised to add a new Panel to the sign.



3' x 10' = 30 SQFT

3' x 10' = 30 SQFT

OAH: 8'  
TOTAL SQFT: 70

\*\*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

**KEMP**  
SIGNS AND SERVICE

1740 HILL AVENUE  
WEST PALM BEACH, FL.  
33407  
561-840-6382  
(FAX) 561-840-6385

CUSTOMER:  
MCD "BOYNTON RELO"  
SWC OF CONGRESS AVE  
& WOOLBRIGHT RD  
BOYNTON BEACH, FL

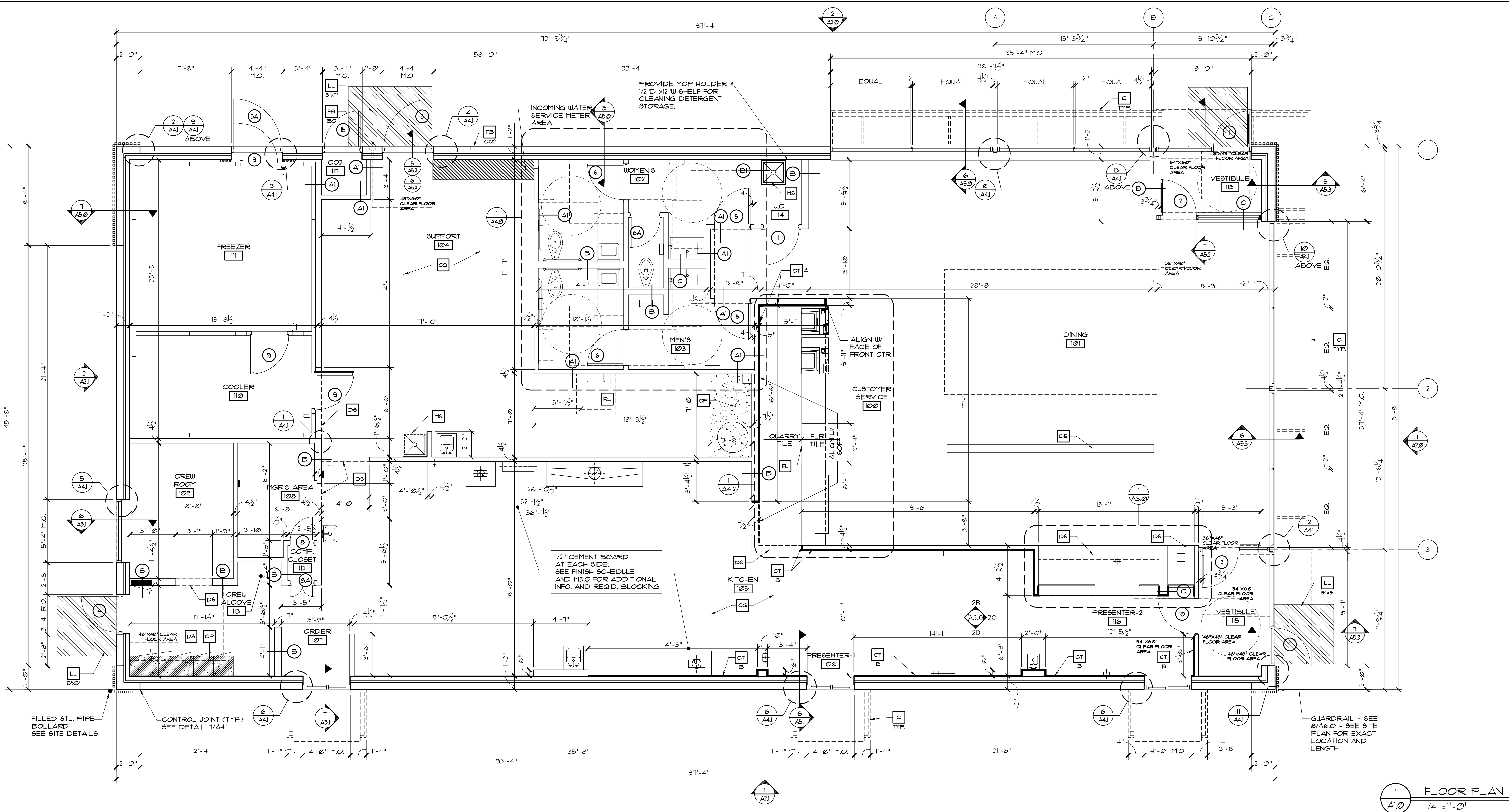
SALES PERSON:  
STEPHEN KEMP  
DRAWN BY: HEATHER COLLAZO  
SCALE: AS NOTED  
DATE DRAWN:  
06:27, 18



REVISION:  
#1 00.00.00  
#2 00.00.00  
#3 00.00.00  
#4 00.00.00

CUSTOMER APPROVAL:  
☒

DATE:  
☒



1 FLOOR PLAN  
1/4" = 1'-0"

### FLORIDA BUILDING CODE DATA

CLASSIFICATION BY OCCUPANCY	ASSEMBLY	GROUP	A-2
MIXED OCCUPANCY	NO	SEPARATION BY OCCUPANCY	NONE
TYPE OF CONSTRUCTION			
PROTECTED	HR	UNPROTECTED	V (B)
SPRINKLERED	YES	NO	
BUILDING VARIABLES			
BUILDING HEIGHT & HEIGHT INCREASES	40'	19'-6"	
NUMBER OF STORIES	1	1	
BUILDING AREA / FLOOR AREA INCREASES	6,000 GSF	4,445 GSF	
PROTECTED OPENING AREA	NO BUILDING WITHIN 30', ALLOWABLE AREA HAS "NO LIMIT"		

### KEY NOTES

- ALUMINUM CANOPY W/ FASCIA SYSTEM ABOVE - SEE 4/A5.0 FOR NOTES - SEE ROOF PLAN FOR DIMENSIONS, SEE ELEVATION FOR COLORS
- G.C. TO PROVIDE 4"x4"x5'-0" HIGH STAINLESS STEEL CORNER GUARDS AT ALL EXPOSED LOCATIONS IN KITCHEN/SUPPORT AREA. CORNER GUARDS TO START AT FINISH FLOOR. ATTACH WITH WOOD SCREWS INTO WOOD BLOCKING. BULLNOSE COVE BASE WHERE TILE MEETS STAINLESS STEEL CORNER
- CONCRETE EQMT PAD - SEE STRUCTURAL
- WALL TILE: EUROQUEST - LANDSTONE COLLECTION  
COLOR: COAL NATURAL, SIZE 4"x12", PATTERN: STACK BOND  
GROUT: MAPEI 41 CHARCOAL - JOINT TO BE 1/8" MAX. COORDINATE WITH THE McDONALD'S AREA CONSTRUCTION MANAGER
- WALL TILE: CROSSVILLE - COLOR BY NUMBERS  
COLOR: SIXTH SENSE, SIZE 4"x12", PATTERN: RUNNING BOND  
GROUT: MAPEI 41 CHARCOAL - JOINT TO BE 1/8" MAX. COORDINATE WITH THE McDONALD'S AREA CONSTRUCTION MANAGER
- CERAMIC WALL TILE: EUROQUEST - FRENCH CLAY  
COLOR: GLACE, SIZE: 4"x12" PATTERN: 1/2" MAX. OFFSET RUNNING BOND  
GROUT: MAPEI 41 CHARCOAL - JOINT TO BE 1/16" MAX. COORDINATE WITH THE McDONALD'S AREA CONSTRUCTION MANAGER
- DECOR ELEMENT - VERIFY SIZE AND PLACEMENT WITH DECOR PLANS
- DROPPED SOFFIT ABOVE - SEE REFLECTED CEILING PLAN

- CO2 FILL BOX (EQUIPMENT SCHEDULE ITEM 49.00)
- OPTIONAL BULK OIL FILL BOX (EQUIPMENT SCHEDULE ITEM 100.18) CONFIRM USE WITH McDONALD'S AREA CONSTRUCTION MANAGER
- FLOOR LINE - CHANGE IN MATERIAL - SEE DECOR DRAWINGS
- LEVEL LANDING @ EXT. DOOR W/ MAX. 2% RUNNING/CROSS SLOPE AWAY FROM BUILDING
- SIZE OF LANDING
- MOP SINK - SEE DETAIL 8/A6.1 AND PLUMBING DRAWINGS.
- ROOF ACCESS LADDER W/HATCH ABOVE SEE STRUCTURAL FRAMING PLAN FOR LOCATING DIMENSIONS

### SYMBOL LEGEND

- PARTITION TYPE TAG SEE 2/A1.0
- DOOR TAG - SEE DOOR SCHEDULE ON A6.0
- KEY NOTE

### GENERAL NOTES

- EXTERIOR DIMENSIONS ARE TO COLUMN REFERENCE LINES AND EXTERIOR FACE OF FINISH UNLESS OTHERWISE NOTED. INTERIOR DIMENSIONS ARE TO FACE OF INTERIOR FINISH BOARD
- SEE 4/A5.0 FOR EXTERIOR WALL ASSEMBLY TYPES. SEE 2/A1.0 FOR INTERIOR PARTITION TYPES. INTERIOR PARTITIONS ARE TYPE 'A' UNLESS NOTED OTHERWISE.
- SEE EXTERIOR ELEVATIONS FOR WINDOW TYPES
- SEE SHEET A6.0 FOR DOOR AND ROOM FINISH SCHEDULES
- SEE SITE PLAN FOR SIDEWALKS, RAMPS, ETC.
- G.C. TO PROVIDE ADA SIGNAGE PACKAGE AND INSTALL SIGNS AT LOCATIONS AND POSITIONS INDICATED IN PACKAGE OR AS REQUIRED BY LOCAL CODES. SIGNAGE PACKAGE SUPPLIED BY: FORREST PERMA-SIGN, 1-800-214-8765 3293 1ST ST, BOX 588, NEW ROCHELLE, NY 10802 www.forrestperma-signs.com
- MAXIMUM OCCUPANCY SIGN TO BE POSTED PER LOCAL CODE. SIGN FURNISHED AND INSTALLED BY GENERAL CONTRACTOR.
- ALL HANDSINK LOCATIONS SHALL HAVE CEMENT BOARD BACKING 48" IN HEIGHT AFF.
- G.C. TO COORDINATE ALL REQUIRED BLOCKING FOR WALL HUNG EQUIPMENT, SHELVES, ETC. FOR PROPER INSTALLATION HEIGHTS.
- KNOX BOX TO BE INSTALLED PER LOCAL CODE AS REQUIRED. MODEL AND LOCATION TO BE COORDINATED WITH FIRE MARSHALL.

PREPARED BY:  
**Hartley + Purdy**  
Architecture, Inc.  
1711 North Himes Avenue, Tampa, Florida 33607  
PH 813.335.4035 FAX 813.335.4350 Web Site: www.hartleypurdy.com

PREPARED FOR:  
**McDonald's USA, LLC**  
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DRAWN BY:  
CNVS  
STD ISSUE DATE  
2017-10  
REVIEWED BY:  
SJP  
DATE ISSUED  
08.13.2018

TITLE  
2017 STANDARD BUILDING  
4597 MASONRY/STEEL  
DESCRIPTION  
8" MASONRY LOAD BEARING WALLS - C1 INT STEEL STUD WALL  
STEEL TRUSS ROOF FRAMING  
BATTEN/METAL PANELS/STUCCO FINISHES

SHEET NO.  
1702.49  
**A1.0**  
AA-0003276

DATE  
REV  
DESCRIPTION  
BY





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 CONDITIONAL 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

1

Corporate Property Services, Inc.  
1239 East Newport Center Drive • Suite 113 • Deerfield Beach, FL 33442  
Tel: 954-426-5144 • Fax: 954-570-3391  
Land Use Planning • Permit Expediting • Project Management



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' concrete panel wall along the western boundary of the property. On the west side of the wall are mature ficus trees and landscape buffer. This provides 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.

6. 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 project's 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 is 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 ficus 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 compatible 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



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 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 use 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 Chapter 3, Article IV, Section 1 and the Noise Control Ordinance and City code of Ordinances Part II, Chapter 15, Section 15-8; 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,

A handwritten signature in blue ink, appearing to read "E. Ploski", written in a cursive style.

Edward P. Ploski,  
Agent for McDonald's Corporation

Enclosure

**EXHIBIT "D"****Conditions of Approval**

Project Name: McDonald's 1701 S. Congress Avenue  
 File number: COUS 18-006 / MSPM 18-008  
 Reference: 3<sup>rd</sup> review plans identified as a Major Site Plan Modification with an August 14, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
<b>ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES</b>		
Comments:		
1. At time of permit submittal, please rotate the dumpster enclosures clockwise approximately 20 – 30 degrees in order that waste removal vehicles empty the dumpster and back out without a turning motion.	X	
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	
<b>FIRE</b>		
Comments:		
4. Please understand this review is for the Site Plan only. The Floor Plan will be reviewed in detail at time of permit submittal.	X	
<b>POLICE</b>		
Comments: None, all previous comments addressed at DART meeting.		
<b>BUILDING DIVISION</b>		
Comments: None, all previous comments addressed at DART meeting.		



DEPARTMENTS	INCLUDE	REJECT
<b>PARKS AND RECREATION</b>		
Comments: None		
<b>PLANNING AND ZONING</b>		
Comments:		
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.	X	
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).	X	
7. At time of permit submittal, please depict the required covered bike rack, and the required bench and waste receptacle.	X	
8. At time of permit submittal, please revise the Photometric Plan to comply with the code maximum allowance of 5.9 foot-candles.	X	
9. At time of permit submittal, please ensure downspouts are internal or encased in architectural elements.	X	
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.	X	
11. At time of permit application, please remove the note on the proposed bus shelter indicating advertising space.	X	
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.	X	



DEPARTMENTS	INCLUDE	REJECT
<b>COMMUNITY REDEVELOPMENT AGENCY</b>		
Comments: N/A		
<b>PLANNING &amp; DEVELOPMENT BOARD CONDITIONS</b>		
Comments: None.		
<b>CITY COMMISSION CONDITIONS</b>		
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 NAME: 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 HEARING RATIFICATION 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): SEE EXHIBIT "B" ATTACHED HERETO.

\_\_\_\_\_ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant  
    \_\_\_ HAS  
    \_\_\_ HAS NOT  
  
    established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."
4. The Applicant's request is hereby  
    \_\_\_ GRANTED subject to the conditions referenced in paragraph 3 above.  
    \_\_\_ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: \_\_\_\_\_  
    \_\_\_\_\_  
    \_\_\_\_\_

DATED: \_\_\_\_\_

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



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Authorize the expenditure of \$1,000 from Mayor Grant's Community Support Funds to Boca Ratons Promise organization to assist the Boynton Beach Mental Health Committee.

---

**EXPLANATION OF REQUEST:**

In the fall of 2013 and early 2014, former Mayor Jerry Taylor, with the support of former Mayor Woodrow Hay, began to understand the need to get the greater Boynton Beach community talking about mental health to break down misconceptions and promote recovery and a healthy community. Former Mayor Taylor recognized the unique role public officials have in shaping community responses that will promote recovery, prevent behavioral health disorders, reduce the impact of behavioral health problems when they do occur and ensure that needed treatments and services are available. It became clear that the community needed to become engaged in finding innovative community-based solutions to mental health needs, with a focus on helping young people.

There isn't a family that hasn't been touched by mental illness. In any given year one in 4 people will suffer an anxiety disorder. Nearly 7 percent will experience a major depressive disorder. One in 12 will develop a substance-abuse disorder. Early intervention, community-based therapy, access to medication and strong social supports help people recover.

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

**FISCAL IMPACT:** Budgeted Budgeted Funds were included in approved FY 2018/19 Commission budget under account 001-1110-511-95-47, \$2,000 per member.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

---

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Other	Community Support Funds Request form

## EXHIBIT "A"

# COMMUNITY SUPPORT FUNDS REQUEST FORM

## Part I - Summary of Request (to be completed by City Clerk)

Date of Request: OCT. 4, 2018  
 Requested by Mayor/Commissioner: Mayor Steven B. Grant  
 Amount Requested: \$ 1,000.00  
 Recipient/Payee: MOEA RAYON PROMISE  
 Description of project, program, or activity to be funded: (B.B.M.H.C.) BOYNTON  
BEACH MENTAL HEALTH COMMISSION. GENERAL  
SUPPORT. In note area: FOR B.B.M.H.C.

## Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is \$ 2,100.00.

The balance of funds available for the requesting Member of the Commission is \$ 2,100.00.

Accordingly:

- ☒ There are funds available as requested  
☐ There are insufficient funds available as requested

Dated: 10/8/18

By: Judith A. Pyle  
City Clerk

## Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit  
☐ The recipient/payee provides services within the City  
☐ The public purpose is beneficial to the entire community served by such donation

Dated: 10/10/18

By: J. B. Sp.  
Requesting Member of the City Commission



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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED RESOLUTION NO. R18-164** - Authorize the Mayor to accept the Department of Justice FY 2018 Technology Innovation for Public Safety (TIPS) Grant (2018-DG-BX-K009) and to sign any required documents associated with the grant, subject to the approval of the City Attorney.

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**EXPLANATION OF REQUEST:**

**Grant Agreement Period:** October 1, 2018 - September 30, 2020

The Boynton Beach Police Department was awarded \$465,860 (2018-DG-BX-K009) through the Department of Justice FY 2018 Technology Innovation for Public Safety Grant. The funds have been allocated towards software for the project. The project period to utilize the funds is 10/01/2018 - 09/30/2020.

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

The Boynton Beach Police Department will use the Department of Justice grant to purchase software to collect and analyze information for determining patterns of criminal activity, identifying offenders and sharing intelligence in an effort to reduce crime.

**FISCAL IMPACT:** Non-budgeted

By accepting this award, the Boynton Beach Police Department will receive \$465,860. to improve our operations and better serve the community.

**ALTERNATIVES:** Do not accept the award.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** Yes

**Grant Amount:** 465,860.00

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**ATTACHMENTS:**

Type	Description
▣ Resolution	Resolution approving acceptance of the DOJ grant for TIPS
▣ Addendum	Award documents

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**WHEREAS**, the City of Boynton Beach Police Department has been awarded to receive \$465,860.00 in grant funding for the Department of Justice fiscal year 2018 Technology Innovation for Public Safety (TIPS) grant (2018-DG-BX-K009); and

**WHEREAS**, the grant funding will be used to purchase software to collect and analyze information to determine patterns of criminal activity, identifying offenders and sharing intelligence in an effort to reduce crime; and

**WHEREAS**, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the Mayor to sign all documents associated with acceptance of the Department of Justice fiscal year 2018 Technology Innovation for Public Safety (TIPS) grant (2018-DG-BX-K009) in the amount of \$465,860.00 for the purchase of software to collect and analyze information for determining patterns of criminal activity, identifying offenders and sharing intelligence in an effort to reduce crime.

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

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







**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 28, 2018

The Honorable Steven Grant  
City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33425-0310

Dear Mayor Grant:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Technology Innovation for Public Safety (TIPS) Addressing Precipitous Increases in Crime in the amount of \$465,860 for City of Boynton Beach.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Matt Dummermuth", is positioned above the printed name.

Matt Dummermuth  
Principal Deputy Assistant Attorney General

Enclosures



## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)

Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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### OCR Letter to All Recipients

September 28, 2018

The Honorable Steven Grant  
City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33425-0310

Dear Mayor Grant:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### **Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion**

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

### **Meeting the EEOP Requirement**

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**


If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

### **Ensuring the Compliance of Subrecipients**

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst

 <p style="text-align: center;"> <b>U.S. Department of Justice</b>  <b>Office of Justice Programs</b>  <b>Bureau of Justice Assistance</b> </p>	<h2 style="margin: 0;">Cooperative Agreement</h2>	<p>PAGE 1 OF 13</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>City of Boynton Beach  100 E. Boynton Beach Blvd.  Boynton Beach, FL 33425-0310</p>	<p>4. AWARD NUMBER: 2018-DG-BX-K009</p> <hr/> <p>5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020  BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020</p> <hr/> <table style="width: 100%;"> <tr> <td style="width: 60%;">6. AWARD DATE 09/28/2018</td> <td style="width: 40%;">7. ACTION</td> </tr> <tr> <td>8. SUPPLEMENT NUMBER 00</td> <td style="text-align: center;">Initial</td> </tr> </table> <hr/> <p>9. PREVIOUS AWARD AMOUNT \$ 0</p> <hr/> <table style="width: 100%;"> <tr> <td style="width: 60%;">10. AMOUNT OF THIS AWARD</td> <td style="width: 40%; text-align: right;">\$ 465,860</td> </tr> <tr> <td>11. TOTAL AWARD</td> <td style="text-align: right;">\$ 465,860</td> </tr> </table>		6. AWARD DATE 09/28/2018	7. ACTION	8. SUPPLEMENT NUMBER 00	Initial	10. AMOUNT OF THIS AWARD	\$ 465,860	11. TOTAL AWARD	\$ 465,860								
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<p>2b. GRANTEE DUNS NO. 072247133</p>																		
<p>3. PROJECT TITLE FY 18 TIPS</p>																		
<p>12. SPECIAL CONDITIONS</p> <p>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																		
<p>13. STATUTORY AUTHORITY FOR GRANT</p> <p>This project is supported under FY18(BJA - JAG 5% carve-out) 34 USC 10157(b)</p>																		
<p>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</p> <p>16.738 - Edward Byrne Memorial Justice Assistance Grant Program</p>																		
<p>15. METHOD OF PAYMENT</p> <p>GPRS</p>																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>AGENCY APPROVAL</span> <span style="width: 100px; height: 15px; background-color: black;"></span> </div> </div> <div style="width: 45%;"> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>GRANTEE ACCEPTANCE</span> <span style="width: 100px; height: 15px; background-color: black;"></span> </div> </div> </div>																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Matt Dummermuth Principal Deputy Assistant Attorney General</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Steven Grant Mayor</p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> 	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>	<p>19A. DATE</p>																
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<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table style="width: 100%; font-size: small;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. REG.</th> <th>OFC.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">B</td> <td style="text-align: center;">DG</td> <td style="text-align: center;">80</td> <td style="text-align: center;">00</td> <td style="text-align: center;">00</td> <td></td> <td style="text-align: right;">465860</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT	X	B	DG	80	00	00		465860	<p>21. TDGUGT1555</p>	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT											
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U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
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PROJECT NUMBER 2018-DG-BX-K009

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
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**AWARD CONTINUATION  
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PROJECT NUMBER 2018-DG-BX-K009

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
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PROJECT NUMBER 2018-DG-BX-K009

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

29. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).





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30. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
- 1) name of event;
  - 2) event dates;
  - 3) location of event;
  - 4) number of federal attendees;
  - 5) number of non-federal attendees;
  - 6) costs of event space, including rooms for break-out sessions;
  - 7) costs of audio visual services;
  - 8) other equipment costs (e.g., computer fees, telephone fees);
  - 9) costs of printing and distribution;
  - 10) costs of meals provided during the event;
  - 11) costs of refreshments provided during the event;
  - 12) costs of event planner;
  - 13) costs of event facilitators; and
  - 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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32. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

36. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).





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37. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-DG-BX-K009 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
38. With respect to this award, recipients must allocate and expend at least 20% of the total award to support the research and evaluation components of the project.
39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

40. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
41. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
42. Protection of human research subjects
- The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.



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- 43. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
  
- 44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
  
- 45. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



**U.S. Department of Justice**  
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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Boynton Beach

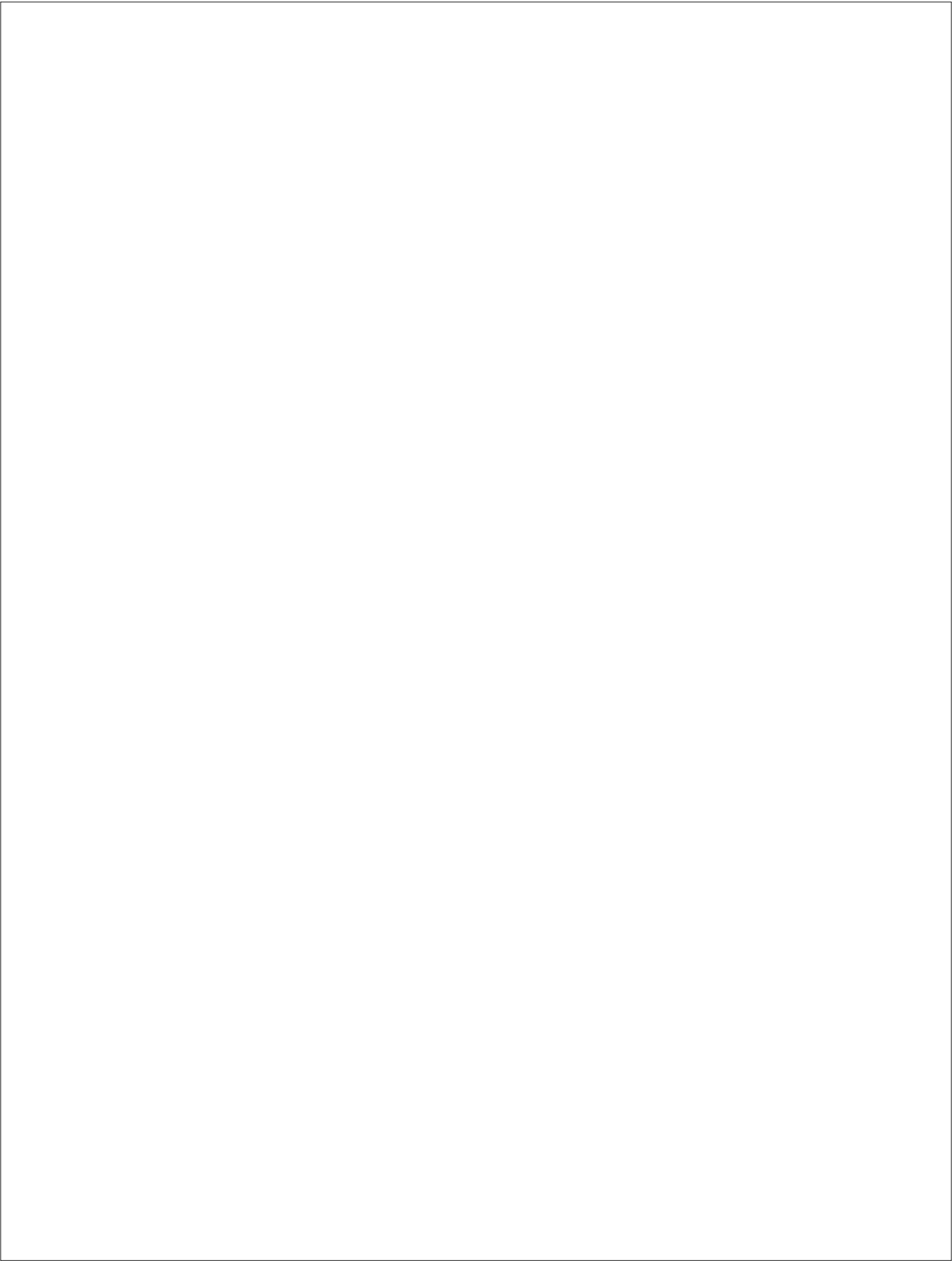
The FY 2018 Technology Innovation for Public Safety (TIPS) Grant is a limited competition grant program that will provide funding to for-profit (commercial) organizations, nonprofit organizations (including tribal nonprofit and for-profit organizations), and institutions of higher education (including tribal institutions of higher education) that support national initiatives to improve the functioning of the criminal justice systems.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction;
- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

 <div>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</div>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>  <b>Cooperative Agreement</b>	
	PROJECT NUMBER 2018-DG-BX-K009	PAGE 1 OF 1
This project is supported under FY18(BJA - JAG 5% carve-out) 34 USC 10157(b)		
1. STAFF CONTACT (Name & telephone number)  Tahitia Barringer (202) 616-3294	2. PROJECT DIRECTOR (Name, address & telephone number)  Jaclyn Smith Officer 100 E. Boynton Beach Blvd. Boynton Beach, FL 33425 (561) 742-6195	
3a. TITLE OF THE PROGRAM BJA FY 18 Technology Innovation for Public Safety (TIPS) Addressing Precipitous Increases in Crime		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT  FY 18 TIPS		
5. NAME & ADDRESS OF GRANTEE  City of Boynton Beach 100 E. Boynton Beach Blvd. Boynton Beach, FL 33425-0310	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD  FROM: 10/01/2018 TO: 09/30/2020	8. BUDGET PERIOD  FROM: 10/01/2018 TO: 09/30/2020	
9. AMOUNT OF AWARD  \$ 465,860	10. DATE OF AWARD  09/28/2018	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The FY 2018 Technology Innovation for Public Safety (TIPS) Addressing Precipitous Increases in Crime is part of the Project Safe Neighborhoods (PSN) Suite of programs, which is focused on reducing violent crime. The TIPS Program is designed to enable strategic information sharing across crime-fighting agencies with identified partnerships to address specific local or regional crime problems. Often these efforts will require a multidisciplinary response involving law enforcement, analysts and/or investigators, information technology staff, public safety and/or first responders, adjudications and/or courts, corrections, human services organizations, and other stakeholders.  The City of Boynton Beach will use the funds to integrate Artificial Intelligence (AI) data to create a clearinghouse of drug offender and violent crime identification for law enforcement agencies in the county and around the region. The funding will allow them to combat violent crime and the opioid crisis in their area. CA/NCF		





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** PROPOSED RESOLUTION NO. R18-165 - Approve Resolution designating Canvassing Board for March 2019 Municipal Election.

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**EXPLANATION OF REQUEST:** The Supervisor of Elections requires a Resolution designating the City's Canvassing Board for the March 2019 Municipal Election. The Supervisor, the City Clerk and the City Attorney or his designee can comprise the Canvassing Board. Proposed Resolution is attached.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** This is a ministerial action necessary to complete the election process.

**FISCAL IMPACT:** Non-budgeted None

**ALTERNATIVES:** The Commission can designate another member in lieu of the City Attorney.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Addendum	Resolution

**RESOLUTION NO. R18-**

**AN RESOLUTION OF THE CITY COMMISSION OF THE  
OF BOYNTON BEACH, FLORIDA DELEGATING  
AUTHORITY TO A CANVASSING BOARD TO CANVASS  
RETURNS FOR THE MARCH 2019 MUNICIPAL  
ELECTION; PROVIDING FOR CONFLICT,  
SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, City Commission has determined that inclusion of the Supervisor of Elections as a member of the City election canvassing board will enhance the integrity of the election process, provide expertise not otherwise available to the City, and therefore serves the interest of the electors and public at large; and

**WHEREAS**, the Palm Beach County Supervisor of Elections has requested that the Supervisor of Elections and two other members be specifically designated and authorized to canvass City of Boynton Beach election returns for the March 2019 municipal election, and

**WHEREAS**, the City Commission has determined that the responsibility to “canvass the returns” is a ministerial and non-legislative function that can be delegated by the City Commission; and

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

**Section 2.** The City Commission hereby delegates the responsibilities to canvass the returns of the 2019 City municipal election to a canvassing board comprised of the Palm Beach County Supervisor of Elections and the City Clerk of the City of Boynton Beach and the City Attorney or his designee. The canvassing board's authority extends to cover all

1 returns for all elected positions on the City Commission. The canvassing board's authority  
2 extends to runoff elections, if necessary.

3 **Section 3.** If any clause, section, or other part or application of this Resolution shall  
4 be held by any court of competent jurisdiction to be unconstitutional or invalid, such  
5 unconstitutional or invalid part or application shall be considered as eliminated and so not  
6 affecting the validity of the remaining portions or applications remaining in full force and effect.

7 **Section 4.** The City shall indemnify and hold harmless the members of the  
8 canvassing board in the event either or both are the subject of litigation arising from their duties  
9 as canvassing board members.

10 **Section 5.** This Resolution shall become effective on passage.

11 **PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

12 CITY OF BOYNTON BEACH, FLORIDA

13		YES	NO
14			
15			
16	Mayor – Steven B. Grant	_____	_____
17			
18	Vice Mayor –Christina Romelus	_____	_____
19			
20	Commissioner – Justin Katz	_____	_____
21			
22	Commissioner – Mack McCray	_____	_____
23			
24	Commissioner –Vacant	_____	_____
25			
26			
26		VOTE	_____

27 ATTEST:

28

29

30

31 \_\_\_\_\_  
32 Judith A. Pyle, CMC  
33 City Clerk

34

35

(Corporate Seal)





## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

**PROPOSED ORDINANCE NO. 18-032 - FIRST READING** - Approval of Ordinance amending Chapter 4, Animals and Fowl, by adding a new section 4-39 adopting new regulations regarding the retail sale of dogs and cats.

---

**EXPLANATION OF REQUEST:**

According to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at substandard breeding facilities, known as "puppy mills" or "kitten factories," that mass-produce animals for sale to the public, many of which are sold in pet stores. Studies have shown that cats and dogs that are bred in puppy mills or kitten factories may arrive in pet stores and their new homes with giardia, parvovirus, and distemper, illnesses that can be transmitted to healthy family animals. According to the Humane Society of the United States, Florida has one of the highest number of consumer complaints about puppies purchased from pet stores.

City staff recommends that the retail sale of dogs and cats in the City of Boynton Beach be prohibited, to encourage pet consumers to adopt dogs and cats from shelters, thereby saving animals' lives and reducing the risk of exposing the community to the illnesses that may be transmitted by animals coming from pet stores.

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

1. Do not approve the Ordinance
2. Approve with modifications to the regulations

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
Ordinance	Approval of Ordinance amending Chapter 4, Animals and Fowl, by adding a new section 4-39 adopting new regulations regarding the retail sale of dogs and cats.

1  
2  
3 **ORDINANCE 18-\_\_\_\_\_**  
4  
5

6 **AN ORDINANCE OF THE CITY OF BOYNTON**  
7 **BEACH, FLORIDA AMENDING CHAPTER 4,**  
8 **ANIMALS AND FOWL, BY ADDING A NEW**  
9 **SECTION 4-39, TO ADOPT NEW REGULATIONS**  
10 **REGARDING THE RETAIL SALE OF DOGS AND**  
11 **CATS; PROVIDING FOR CONFLICTS,**  
12 **SEVERABILITY, AND AN EFFECTIVE DATE.**  
13  
14

15 **WHEREAS**, according to the Humane Society of the United States, hundreds of  
16 thousands of dogs and cats in the United States have been housed and bred at substandard  
17 breeding facilities, known as “puppy mills” or “kitten factories,” that mass - produce animals  
18 for sale to the public, many of which are sold in pet stores; and  
19

20 **WHEREAS**, the May 2010 U.S. Department of Agriculture, Inspector General’s Audit  
21 Report concluded that the Animal and Plant Health Inspection Services (APHIS) Animal Care  
22 ( AC) unit’s enforcement process was ineffective in achieving breeder/dealer compliance with  
23 the Federal Animal Welfare Act (AWA) and that APHIS took little or no enforcement actions  
24 against violators; and  
25

26 **WHEREAS**, such lack of enforcement weakened the agency’s ability to protect the  
27 animals and as a result 2,416 of 4,250 violators repeatedly violated AWA, including violations  
28 of minimum care standards intended to ensure the humane care and treatment of animals; and  
29

30 **WHEREAS**, cats and dogs that are bred in puppy mills or kitten factories often suffer  
31 from health, social, and/or temperament problems that frequently result in costly treatment or  
32 even death; and  
33

34 **WHEREAS**, in addition to the congenital and hereditary conditions resulting from  
35 substandard breeding facilities, dogs and cats bred at these facilities may arrive in pet stores  
36 and their new homes with giardia, parvovirus, and distemper, illnesses that can be transmitted  
37 to healthy family animals; and  
38

39 **WHEREAS**, according to the Humane Society of the United States, Florida has the  
40 highest number of consumer complaints submitted to the Humane Society and the highest  
41 number of complaints about puppies purchased from pet stores; and  
42

43 **WHEREAS**, pursuant to Florida’s Municipal Home Rule Powers Act, Chapter 166,  
44 Florida Statutes the City of Boynton Beach may exercise any power for a municipal purpose  
45 unless otherwise expressly prohibited; and  
46  
47

48       **WHEREAS**, the City Commission deems the prohibition of the retail sale of dogs and  
49 cats in the City of Boynton Beach to be in the best interest of the health, safety, and welfare of  
50 the residents and citizens of the City of Boynton Beach, and the public at large, that such  
51 prohibition constitutes a municipal purpose and will encourage pet consumers to adopt dogs  
52 and cats from shelters, thereby saving animals' lives and reducing the cost to the public of  
53 sheltering and euthanizing animals.

54  
55  
56       **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
57 **CITY OF BOYNTON BEACH, FLORIDA that:**

58  
59       **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.  
60

61       **SECTION 2.** The City Commission of the City of Boynton Beach, Florida, hereby  
62 declares and finds that puppy mills and kitten mills are inhumane breeding facilities, with  
63 documented and widespread instances of; unsanitary conditions leading to infectious diseases;  
64 overcrowding in cages; a consistent lack of proper veterinary care for severe illnesses and  
65 injuries; a consistent lack of protection from harsh weather conditions; and a consistent lack of  
66 adequate food and water. The Commission further declares and finds that animals from mills  
67 often face an array of communicable diseases, genetic disorders, and other health problems that  
68 may present immediately after sale or not until several years later, which lead to costly  
69 veterinary bills and distress to consumers. The Commission further finds that pet store dogs and  
70 cats come from puppy mills and kitten mills, and the most effective way to stop puppy mills  
71 and kitten mills is to prohibit the purchase and sale of puppies and kittens produced at these  
72 inhumane facilities whether those facilities be in state or out of state. Accordingly the  
73 Commission finds that it is reasonable and necessary to prohibit the sale of dogs and cats within  
74 the municipal boundaries of the city in order to protect the health, safety, and welfare of animals  
75 and the public at large.

76  
77       **SECTION 3.** Chapter 4. Animals and Fowl of the Code of Ordinances of the City of  
78 Boynton Beach, Florida is hereby amended by adding a new Section 4-39 as follows:  
79

80  
81       Sec. 4-39 - Retail sale of dogs and/or cats.

82  
83       (a) *Definitions.* For purposes of this section, the following definitions shall apply:

84       *Animal rescue organization* means a duly incorporated nonprofit organization devoted to  
85 the welfare, protection, rescue, care, humane treatment, and adoption of stray, abandoned, or  
86 surrendered animals, and which does not breed animals. The term adoption does not include  
87 the sale of an animal for profit.

88       *Animal shelter* means a state, county, municipal, or related public shelter or duly  
89 incorporated nonprofit organization devoted to the rescue, care, and adoption of stray,  
90 abandoned, or surrendered animals, and which does not breed animals. The term adoption does  
91 not include the sale of an animal for profit.

*Pet store or net supply store* means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats regardless of the age of the dog or cat. Additionally, such establishments may also be identified by the sale of animals other than those from the Canidae or Felidae families that are traditionally considered to be domestic pets and/or the sale of grooming services and/or domestic pet supplies and accessories (including but not limited to food, bedding, toys, grooming products, collars, leashes and the like).

(b) *Retail sales of dogs and/or cats prohibited.* No pet store or pet supply store shall display, sell, trade, deliver, barter, lease, rent auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats within the City of Boynton Beach.

(c) *Exemptions.* This section does not apply to an animal shelter, an animal rescue organization, or an animal shelter or animal rescue organization that operates out of or in connection with a pet store or net supply store.

(d) *Adoption of shelter and rescue animals.* Nothing in this section shall prevent a pet store or pet supply store, its owner, operator, or employees from providing space and appropriate care for dogs and cats at the store if such animals are owned by an animal shelter or animal rescue organization and are maintained at the store for the purpose of adopting those animals to the public.

(e) *Enforcement.*

(1) Any person who commits an act in violation of this section may be prosecuted for such violation in accordance with chapter 2, administration, of this Code of Ordinances, F.S. ch. 162, and/or any other means of enforcement available under state or federal law.

(2) The city may initiate a civil action in any court of competent jurisdiction to enjoin any violation of this section.

(f) *Effective date.* Any pet store or pet supply store that is lawfully operating on the effective date of this ordinance [from which this section derives] shall be permitted to continue its sale of dogs and cats for a period of time not to exceed eighteen (18) months from September 6, 2018, to wit: March 5, 2020.

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

**SECTION 5.** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**SECTION 6.** Specific authority is hereby given to codify this Ordinance.

**SECTION 7.** This Ordinance shall become effective immediately upon adoption.

**FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2018.

136           **SECOND, FINAL READING AND PASSAGE** this \_\_\_\_\_ day of \_\_\_\_\_,  
137 2018.

138                           CITY OF BOYNTON BEACH, FLORIDA

139		YES	NO
140			
141			
142	Mayor – Steven B. Grant	_____	_____
143			
144	Vice Mayor – Christina L. Romelus	_____	_____
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146	Commissioner – Mack McCray	_____	_____
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148	Commissioner – Justin Katz	_____	_____
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150	Commissioner – Vacant	_____	_____
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154	ATTEST:	VOTE	_____
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158           \_\_\_\_\_  
159 Judith A. Pyle, CMC  
160 City Clerk  
161

162  
163 (Corporate Seal)



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** **PROPOSED ORDINANCE NO. 18-033 - FIRST READING** - Amending Part II. "Code Of Ordinances," Chapter 15, "Offences-Miscellaneous," Article I, "In General," Sections 15-8.1 Through 15-8.8; Creating Section 15-8.9 Entitled "Measurement Of Noise".

**EXPLANATION OF REQUEST:** The current code for noise abatement is not adequate to provide City staff the ability to address noise and sound issues that affect the quality of life of citizens in Boynton Beach. Staff is recommending revising Chapter 15 of the Code of Ordinances to add language that allows staff to require noise and sound reduction from private property when it exceeds the limits specified.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** The revised code will provide the necessary language to allow staff to address noise complaints in an efficient manner.

**FISCAL IMPACT:** Non-budgeted No budget impact.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Ordinance	Ordinance amending Ch 15

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ORDINANCE NO. 18-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART II. "CODE OF ORDINANCES," CHAPTER 15, "OFFENSES-MISCELLANEOUS," ARTICLE I, "IN GENERAL," SECTIONS 15-8.1 THROUGH 15-8.8; CREATING SECTION 15-8.9 ENTITLED "MEASUREMENT OF NOISE"; PROVIDING FOR DEFINITIONS, CITY COMMISSION AUTHORITY, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Boynton Beach has a significant interest in protecting the health, safety and welfare of the residents in the City, and ensuring the residents' enjoyment of life and property; and

**WHEREAS**, the City of Boynton Beach has a substantial and significant public interest in protecting residential areas and land uses from potential adverse impacts of continuous, excessive and unnecessary noise and/or sound; and

**WHEREAS**, such public interest extends to protecting, preserving and maintaining the health, safety and welfare of the residents while also protecting, preserving and maintaining the aesthetic character of areas where the residents reside and do business; and

**WHEREAS**, the City of Boynton Beach desires to avoid potential detrimental impacts to residents of the City from continuous, excessive and unnecessary noise; and

**WHEREAS**, the City finds that this Ordinance will advance the public health, safety, and welfare, and help to preserve the unique and extraordinary aesthetic qualities of the City.

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

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2. Amendment of City Code.** Part II, "Code of Ordinances", Chapter 15-8.1 through Chapter 15-8.8, are hereby amended as provided in **Exhibit "A"**, which is attached to this Ordinance, and hereby incorporated by reference (words that are stricken out are deletions; words that are underlined are additions). Part II, "Code of Ordinances", Chapter 15-8.9 entitled "Measurement of Noise" is hereby created as provided in **Exhibit "A"**, which is attached to this Ordinance and hereby incorporated by reference (words that are stricken out are deletions; words that are underlined are additions).

**SECTION 3. Codification and Reservation of Rights.** This Ordinance shall be incorporated into the Boynton Beach City Code. Any section, paragraph number, letter and/or

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Words in underlined type are additions.



any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made. Adoption and codification of this ordinance does not waive the city's right to contest or otherwise challenge the constitutionality validity, enforceability, and effectiveness of the Act or any part thereof and the city hereby reserves the right to contest and otherwise challenge the Act.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 6. Effective date.** This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Boynton Beach, Florida, and shall apply to all existing and future applications for permits.

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**FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2018.

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Words in underlined type are additions.

**SECOND, FINAL READING AND PASSAGE** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

## CITY OF BOYNTON BEACH, FLORIDA

YES      NO

Mayor – Steven B. Grant

\_\_\_\_\_

\_\_\_\_\_

Vice Mayor – Christina L. Romelus

\_\_\_\_\_

Commissioner – Mack McCray

Commissioner – Justin Katz

\_\_\_\_\_

Commissioner – Joe Casello

VOTE

ATTEST:

Judith A. Pyle, CMC  
City Clerk

(Corporate Seal)

## EXHIBIT “A”

### PART II. CODE OF ORDINANCES CHAPTER 15. OFFENSES - MISCELLANEOUS, ARTICLE I. IN GENERAL.

#### Section 15-8-.1. Same – Purpose and space.

It is the purpose of sections 15-8 through 15-8.89 to prevent, prohibit and provide for the abatement of excessive, and unnecessary noise which may injure the health or welfare or degrade the quality of life of the citizens and residents of the City of Boynton Beach. This section shall apply to the control of all sound and noise originating within the limits of this jurisdiction. It is further the intent of this chapter to recognize that factors such as the time of day, location (e.g. proximity to residences), necessity of public projects for the public good, and necessity of sound and noise incidental to allowed uses and activities must be considered in balancing the protection of public peace and individual freedoms.

#### Section 15-8.2. Same – Terminology and standards.

All terminology used in this section shall be as defined herein, or if not defined, given plain meaning by reference to common dictionary definition. When interpretation is required by reference to a source more definitive than this code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

*A-weighted sound level.* The sound pressure level in decibels as measured on a sound level meter using the A-weighted network. The level so read is designated dBA.

*Apparent property line.* The line along the surface, and its vertical plane extension, which separates one (1) lot or parcel of property from another.

*Construction.* Any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or on public or private right-of-way, structures, utilities or similar property, and excluding well pointing.

*Decibel (dB).* A unit for ~~describing~~ measuring the ~~amplitude~~ volume of sound or noise, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound or noise measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micro-newtons per square meter).

*Demolition.* Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

*Emergency.* Any occurrence or set of circumstances involving actual or eminent physical trauma or property damage which demands immediate action.

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Words in underlined type are additions.

Emergency vehicle. A motor vehicle used in response to a public emergency or to protect persons or property from imminent danger.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, necessary to restore property to a safe condition following a public calamity, work to restore public utilities, or work required to protect person or property from an imminent exposure to danger.

Equivalent. The level of a constant sound, which in a given situation and time period, has the same sound energy as does a time varying sound. ~~The Leq is the level of the time averaged, means square, A-weighted sound pressure, the time interval over which measurement is taken as being specified.~~

Holiday. Those annual holidays designated in 5 U.S.C. 6103 to include additional days of a celebratory nature, more specifically; New Year's Eve, Cinco De Mayo and St. Patrick's Day.

Impulse noise. A discrete noise or series of such noises of short duration (generally less than one (1) second) in which the sound pressure level rises very quickly to a high before decaying to the background level. Examples of sources of Impulse noise, includes explosions and the discharge of firearms.

L10 sound level. The sound level exceeded for more than ten (10) percent of a measurement period which for the purposes of sections 15-8 through 15-8.89 shall not be less than ten (10) minutes.

LMAX. The maximum A-weighted sound level for a given event.

Legal holidays. Those recognized by the City include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day or any other legally recognized holiday.

~~Loud and Raucous Sound. Factors for determining whether a sound is loud and raucous include, but are not limited to:~~

- ~~a. The proximity of the sound to sleeping facilities, whether residential or commercial;~~
- ~~b. The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;~~
- ~~c. The time of day or night the sound occurs; and~~
- ~~d. Whether the sound is recurrent, intermittent, or constant.~~

Maximum sound level. The greatest A- weighted sound level reading obtained when measuring a source of sound during a designated time interval using the fast meter exponential

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Words in underlined type are additions.

integration time. ~~Alternatively the slow meter exponential integration time may be employed or the C frequency weighting may be employed.~~

*Micropascal.* The international unit for pressure, analogous to pounds per square inch in English units; 1 microPascal is one millionth of a Pascal; the reference pressure used for airborne sound is 20 microPascals.

*Motorboat.* Any boat or vessel propelled or powered by machinery whether or not such machinery is the principal source of propulsion; including but not limited to boats, barges, amphibious craft, water-ski towing devices, jet skis and hover craft.

*Motorized equipment.* Any self-propelled vehicle, such as, but not limited to, passenger cars, trucks, truck trailers, semi-trailers, campers, motorcycles, mini-bikes, go-carts, gopeds, dune buggies, all-terrain vehicles or racing vehicles which are propelled by mechanical power.

*Multifamily dwelling.* A building or other shelter that has been divided into separate units to house more than one (1) family.

*Noise.* ~~Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.~~ For the purposes of this chapter, Noise is any sound that is in violation of any provision of this Chapter.

*Noise disturbance.* Any ~~loud and raucous~~ sound or noise, in quantities, which ~~are or~~ are plainly audible and may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unnecessarily interfere with the enjoyment of life or property, including outdoor recreation ~~of a reasonable person with normal sensitivities.~~ Any plainly audible noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion discomfort to any persons within the neighborhood and/or adjacent neighborhood(s) from which said noises emanate, or as to interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to ~~detrimentally or adversely~~negatively affect such residences or places of business.

*Noise sensitive zone.* Existing quiet zones until designated otherwise by a competent authority. Noise sensitive ~~activities~~ zones include but are not limited to operations of schools, libraries open to public, churches, synagogues, mosques, hospitals, residential zones (after 11 p.m.), and nursing homes.

*Octave Band Sound Level.* The unweighted sound pressure level in the specified octave band.

*Person.* Any natural person, individual, association, partnership, ~~or~~ corporation, municipality, governmental agency, business trust, estate, trust, two or more persons having a joint or common interest or any other legal entity ~~and includes~~ including any officer, employee, department, agency, or instrumentality of the United States, a state or any political subdivision of a state or any other entity whatsoever or any combination of such, jointly or severally.

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CODING: Words in ~~strike through~~ type are deletions from existing law;  
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*Plainly audible.* A sound which is capable of being heard by a human being without the assistance of a mechanical or electronic listening or amplifying device.

*Powered model vehicle.* Any self-propelled airborne, waterborne or landborne plane, vessel or vehicle which is not designated to carry persons, including but not limited to any model airplane, boat, car or rocket.

*Private right-of-way.* Any street, avenue, boulevard, highway, sidewalk, bike path, or alley, or similar place, which is not owned or controlled by a governmental entity.

*Public right-of-way.* Any street, avenue, boulevard, highway, sidewalk or alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

*Public space.* Any real property or structures thereon normally accessible to the public.

*Pure tone.* Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of measurement, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one-third octave bands by five (5) dB for center frequencies of 500 Hz and above by eight (8) dB for center frequencies between 160 and 400 Hz and by fifteen (15) dB for center frequencies no less than or equal to 115 Hz.

*Real property line.* An imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one person from that owned, rented or leased by another person, excluding intra-building real property divisions.

*Receiving land use.* The land, which is receiving the noise or sound as designated by the City of Boynton Beach Zoning Map (and for recently incorporated areas, the effective zoning category).

*Residential.* A parcel of land whose use is designated to provide only permanent housing and excluding all tourist accommodations which includes but is not limited to hotels, motels, apartment hotels, etc.

*RMS sound pressure.* The square root of the time averaged square of the sound pressure.

*Sound.* An oscillation in pressure, stress, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristic of such sound including duration, intensity and frequency.

*Sound disturbance.* Any sound or noise which is:

(1) Plainly audible beyond a distance of twenty-five (25) feet or further from the apparent property line from which the sound emanates, in a single residential zoning district, or

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Words in underlined type are additions.

(2) Plainly audible in a dwelling unit adjacent to the unit from which the sound emanates or is plainly audible twenty-five (25) feet or further from the apparent property line from which the sound emanates in multi-family residential zoning districts.

(3) Plainly audible beyond a distance of one hundred (100) feet or further from the apparent property line from which the sound emanates when the sound emanates in a commercial zoning district and is heard in a residential zoning district.

(4) Plainly audible beyond a distance of one hundred (100) feet or further from the apparent property line from which the sound emanates when the sound emanates in a public use zoning district and is heard in a residential zoning district.

For purpose of enforcement ,it is not necessary to specifically identify the property line as would be depicted on a survey, rather an approximation of the property line may be used taking into consideration physical landmarks such as fences, landscaping, setbacks, driveways, or ground treatment.

*Sound level.* The weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B, or C as specified in American National Standards Institute specification for sound level meters, ANSI S1.4-1971, or in successor publications. If the weighing employed is not indicated, the A-weighting shall apply.

*Sound level meter.* An instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and weighing networks used to measure sound pressure levels. The output meter reads sound pressure levels when properly calibrated, and the instrument is of Type 2 or better, as specified in the American National Standards Institute Publication S1.4-1971, or is successor publications.

*Sound pressure.* The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by the presence of sound energy.

*Sound pressure level.* Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals ( $2 \times 10^6 \text{N/m}^2$ ). The sound pressure level is denoted  $L_p$  or SPL and is expressed in decibels.

Use. Any activity, event, operation or facility which creates noise.

*Weekday.* Any ~~Sunday~~ Monday through ~~Thursday~~ Friday (at 6 p.m.) which is not a Legal holiday as defined herein.

*Weekend.* Any ~~Friday~~ Saturday or ~~Saturday~~ Sunday (until 8 p.m.).

### **Section 15-8.3 – Same – Program Administration.**

{00241601.3 306-9001821}

CODING: Words in ~~strike through~~ type are deletions from existing law;  
Words in underlined type are additions.

- (a) The noise and sound control program established by sections 15-8 through 15-8.89 shall be administered by the city manager, or his/her designee, of the City of Boynton Beach, Florida.
- (b) For the purposes of section 15-8.89 and its enforcement, municipal employees or officials engaged in the measurement of noise or sound, assessing compliance with such sections, making recommendations for noise and sound abatement, issuing noise and sound violations citations, or giving evidence regarding noise and/or sound violations shall have received formalized training on these subjects from institutions or organizations of recognized ability and experience in environmental acoustics and noise and sound control.

#### **Section 15-8.4. Same – Inspections.**

Upon presentation of proper credentials, the city manager or his/her designee, may enter and/or inspect any private property, place, report or records at any time when granted permission by the owner, or some other person with apparent authority to act for the owner. When permission is refused or cannot be obtained, a search warrant may be obtained from a court of competent jurisdiction upon showing of probable cause to believe that a violation of sections 15-8 through 15-8.89 may exist. Such inspection may include administration of any necessary tests.

#### **Section 15-8.5. Sound and noise Noise control – Prohibited acts.**

No person shall make, continue or cause to be made any noise or sound disturbance. The making of noise or sound in violation of this chapter shall constitute prima facie evidence of a noise and/or sound disturbance.

(a) Sound or noise ~~Noise~~ disturbances prohibited. No person shall unnecessarily make, continue or cause to be made or continued any sound or noise disturbances.

(b) *Specific prohibitions.* The following acts, which enumeration shall not be deemed to be exclusive, and the causing or permitting thereof in such a manner as to create a noise or sound disturbance across a residential or commercial real property line, or within a noise sensitive zone, or at any time in violation of the provisions of section 15-8.8, are hereby declared to be a violation:

~~(1) — Radios, television sets, and similar devices. Operating, playing or permitting the operation or playing of any radio, television, or phonograph, which produces or reproduces sound either mechanically or electronically. The playing, using, operating or permitting to be played, used or operated, any radio, phonograph or musical instrument, or other machine or device for the producing or reproducing of sound in such a manner or with such volume, that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and is plainly audible from a public street, the adjacent lot nearest to the source, or at a distance of twenty-five (25) feet or more, particularly during the hours between 11:00 p.m. and 7:00 a.m.~~

{00241601.3 306-9001821}

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(2) Loudspeakers. Using or operating for any purpose other than those activities specifically exempted in section 15-8.6(4) below, any loudspeaker, loudspeaker system or similar device, including sound emitting devices which may be physically attached to any motor vehicle.

(3) Street sales. Offering for sale, selling or advertising for sale by shouting or outcry, anything within any area of the city.

(4) Animals. Owning, possessing or harboring any animal, ~~or bird or fowl~~ which ~~frequently persistently or for continued duration~~, howls, barks, meows, squawks, bays, cries or otherwise makes noises or sounds which create a noise or sound disturbance or is plainly audible from a public street, and/or from a distance of twenty-five (25) feet and/or from the adjacent lot nearest to the building, structure, or yard in which the animal, bird or fowl is located. A person is responsible for an animal, bird or fowl if the person owns, controls, or otherwise cares for the animal, bird or fowl. It shall be an affirmative defense to any charge hereunder that such animal, bird or fowl was emitting such noise in response to an intrusion upon the premises by any person.

(5) Loading or unloading. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects in such a manner as to cause a noise or sound disturbance.

(6) Construction. Operating or causing the operation of any tools or equipment used in construction, drilling, excavation, clearing, repair, alteration or demolition work on weekdays during the times specified in section 15-8.8, or at any time during Sundays or legal holidays.

(7) Fixed mechanical equipment. Operating or causing the operation of fixed mechanical equipment located on real property including HVAC equipment, motors, engines, pumps, compressors, fans, tools, machinery, and its component parts, or any other similar stationary mechanical devices and their component parts except as otherwise exempted in section 15-8.6(6).

(8) Motorboats. Operating or causing the operation of a motorboat in such a manner as to cause a noise or sound disturbance.

(9) Yelling, shouting, hooting, whistling, singing, and other vocal sounds in excess of a normal conversational level, any of which occurs between the hours of 11:00 p.m. and 7:00 a.m., so as to create a plainly audible sound across a residential real property line or on a public right-of-way or public property, or that is plainly audible to an occupant of a dwelling unit within a building other than an occupant of the unit from which the sound emanates, that can be heard from a distance of twenty-five (25) feet or more from the source, particularly in noise-sensitive zones. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.

{00241601.3 306-9001821}

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(10) The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to cause loud grating, grinding, rattling or other noise that is plainly audible from a distance of twenty-five (25) feet or more.

(11) Operating or permitting the operation of powered model vehicles, either airborne, waterborne, or landborne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means, within a public recreation area or park other than those areas specifically designated for such purpose by the city commission.

(12) The creation of any sound or noise on any street adjacent to a noise sensitive zone, where those entities defined herein as being part of a noise sensitive zone are in operation, which is plainly audible within the entity, from a distance of twenty-five (25) feet from the noise or sound, and interferes with the operation of the entity, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.

(13) The sounding of any horn or signaling device, except as a danger warning, for any unnecessary or an excessive period of time or the reasonable use of any horn or signaling device, in such a manner as to cause a noise or sound disturbance.

(14) The creation or permitting of any loud or raucous noise or sound so as to disturb the peace, quiet or comfort of a residence within the immediate or adjacent neighborhood.

(15) Vibration. The creation or permitting of any sound or noise that produces a ground vibration, noticeable, without instruments, at the lot lines of the property from which the sound or noise emanates, provided there shall be excepted from the provisions of this subsection the use of pile drivers, back hoes, tampers, ditch diggers, bobcats, road graders, rollers and like equipment used in standard construction between the hours of 7:30 a.m. to 6:00 p.m. of any day.

(c) *Generators – exemption.* Notwithstanding the foregoing prohibited acts, the use of gasoline or propane powered generators is permitted during periods of power outage following natural disasters and during periods of maintenance. Operation for purposes of maintenance of the generator shall only occur during daylight hours on weekdays and only for the minimum amount of time required by the manufacturer. Any person using a generator, except during periods of power outage ~~following natural disasters~~, is subject to the restrictions on noise generation as otherwise set forth in this chapter.

#### **Section 15-8.6. Same – Exemptions**

The following acts and the causing or permitting thereof shall be specifically exempted from the prohibitions of section 15-8.5

{00241601.3 306-9001821}

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(1) Motor vehicles. Operating motor vehicle noise enforcement procedures shall be as established in Chapter 316, Florida Statutes, and applicable rules and regulations of the Department of Highway Safety and Motor Vehicles, provided however, that this exemption shall not apply to any sound emitting devices which may be attached to any motor vehicle as prohibited by section 15-8.5(b)(2).

(2) Aircraft and interstate railway and locomotives and cars. Noise or sound generated by aircraft and interstate railway locomotives and cars are exempt from these provisions.

(3) Emergency activities. Any noise or sound generated as a result of emergency work or for the purpose of alerting the public to the existence of an emergency situation.

(4) Public speaking and assembly. Any noise or sound generated by any noncommercial public speaking or public assembly activities conducted pursuant to lawful authority on any public space or right-of-way, including sporting events.

(5) Domestic power tools and lawn maintenance equipment. Any noise or sound generated by the operation and use of domestic power tools and lawn maintenance equipment.

(6) Fixed mechanical equipment, noise or sound generated by the operation and use of air conditioning units in residential districts.

(7) Nonamplified solo musical instrument played by an individual within a private residence between the hours of 9:00 a.m. and 8:30 p.m.

(8) Construction. The foregoing provisions of Section 15-8.5(a), (b) and subparagraph (6) of this section shall not apply to any municipal, county or state public works, emergency matters or matters having an effect on the public health, safety and welfare of the city in those zoning districts of mixed-use, commercial and industrial, and where the noise or sound disturbance across a residential property line would not exceed those sound and noise limits set forth in section 15-8.8 of this Article<sup>[152]</sup>.

(9) Any vehicle of the city while engaged in necessary public business.

(10) Noises and sounds of authorized safety signals and warning devices.

(11) Noises and sounds resulting from emergency work, which is to be construed as work made necessary to restore property and/or utilities to a safe condition following a public emergency, or work required to protect persons or property from any imminent exposure to danger. This exemption includes noises from emergency communications and utility work following a public calamity and in connection with restoration of service operations.

(12) Noises and sounds resulting from community events, including but not limited to, fairs, sporting events, school activities, community festivals, etc., ~~provided that the event has been approved by the city commission as a special event.~~

{00241601.3 306-9001821}

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### Section 15-8.7. Same – Penalty for violation.

Any person, firm or corporation convicted in a court of competent jurisdiction of a violation of sections 15-8 through 15-8.89 shall be guilty of a misdemeanor of the second degree, punishable by a fine and/or incarceration as provided by law. The City of Boynton Beach Code Compliance Board shall have the authority and jurisdiction to prosecute such offenses. Each ~~day~~ complaint of said violation ~~continues~~ shall be a separate offense.

### Section 15-8.8. Same – Sound levels by receiving land use.

- (a) *Sound and noise limits established.* No person shall operate or cause to be operated any source of sound or noise as enumerated in section 15-8.5(b), and unless specifically exempted by section 15-8.6, in such a manner as to create a sound or noise disturbance or an exterior or interior sound level of any origin which exceeds the limits set forth for the receiving land use category in question for than ten (10) percent of any measurement period which shall not be less than ten (10) minutes when measured at or within the boundaries of a property or within the confines of a building within the receiving land use and as a result of a source of sound being located on some other property.
- (b) *L10 noise and sound level limits.* Permissible noise and sound levels for noises or sounds transmitted to receiving land use areas shall not exceed the following limits for L10 sound or noise levels as defined herein. For the purpose of these sound and noise control provisions, such sound or noise levels shall be determined using FAST meter responses:

<u>Receiving Land Use</u>	<u>Emanating Land Use</u>	<u>Category</u>	<u>Time</u>	<u>Level Limit</u>
<u>L10 Sound</u>	<u>Residential</u>	<u>Exterior</u>	<u>Sun. – Thurs.</u> <u>7:00 a.m. – 11:00</u> <u>p.m.</u>	<u>60 (dB)A</u>
<u>L10 Sound</u>	<u>Residential</u>	<u>Exterior</u>	<u>Fri. &amp; Sat. and</u> <u>Holidays 11:00</u> <u>p.m. to 7:00 a.m.</u>	<u>55 (dB)A</u>
<u>L10 Sound</u>	<u>Residential</u>	<u>Exterior</u>	<u>Sun. – Thurs.</u> <u>12:00 a.m. – 7:00</u> <u>a.m.</u>	<u>55 (dB)A</u>
<u>L10 Sound</u>	<u>Commercial</u>	<u>Exterior</u>	<u>At All Times</u>	<u>65 (dB)A</u>
<u>L10 Sound</u>	<u>Residential</u>	<u>Interior</u>	<u>Sun. – Thurs.</u> <u>7:00 a.m to 11:00</u> <u>p.m.</u>	<u>50 (dB)A</u>
<u>L10 Sound</u>	<u>Residential</u>	<u>Interior</u>	<u>Fri. &amp; Sat. and</u> <u>Holidays 7:00</u> <u>a.m. – 12:00 a.m.</u>	<u>50 (dB)A</u>

{00241601.3 306-9001821}

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<u>L10 Sound</u>	<u>Residential</u>	<u>Interior</u>	<u>Sun. – Thurs.</u> <u>12:00 a.m. to</u> <u>7:00 a.m.</u>	<u>45 (dB)A</u>
<u>L10 Sound</u>	<u>Commercial</u>	<u>Interior</u>	<u>At All Times</u>	<u>55 (dB)A</u>

(c) *Maximum sound and noise level limits.* The maximum sound and noise level from any applicable sound and noise sources shall not exceed the L10 sound and noise level limits by more than the values listed below:

10 (dB) from 7:00 p.m. to 11:00 p.m.

5 (dB) from 11:00 p.m. to 7:00 a.m.

(d) *Pure tone and impulse noise or sound.* For any source of sound or noise which emits a pure tone or an impulse noise or sound, as defined herein, the sound or noise level limits for L10 and maximum sound or noise levels shall be reduced by five (5) (dB)A.

(e) *District Boundaries.* When a noise or sound source can be identified and its noise or sound can be measured in more than one land use designation, the pressure level limits of the most restrictive use district shall apply at that designation boundary.

(f) *The burden shall be on any person contesting the equivalent sound levels to establish the actual equivalent sound or noise level by clear and convincing evidence.*

### **Section 15-8.9 Same – Measurement of Noise and Sound**

In determining whether a violation of this article has occurred, the complaint of noise shall be measured by the code enforcement division or police department according to the following plainly audible standard:

- (1) The primary means of measurement shall be by ordinary, auditory senses of a reasonable person with normal sensitivities, so long as any mechanical device does not enhance their hearing, such as a microphone or hearing aid.
- (2) The measurement shall be taken on, or as near as possible to the real property line of the property upon which the sound or noise source is located, and in any event from a location not less than twenty-five (25) feet from the source measured in a straight line.
- (3) When applicable, sound and noise shall be measured with a sound level meter. The sound or noise level shall be measured at a distance no closer to the point from which the sound or noise in question is emanating than the property line of the parcel or lot from which the sound or noise is emanating or through partitions common to two (2) parties within a building.

{00241601.3 306-9001821}

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- (4) A measurement period shall not be less than ten (10) minutes in duration. The sound or noise being measured shall be representative of the sound or noise which instigated the complaint.
- (5) A measurement shall be recorded so as to secure and ensure an accurate representation of the sound or noise.
- (6) A measurement should be taken at approximately five (5) feet above the ground or water surface away from any obstruction or reflecting surface.
- (7) When necessary, a microphone windscreen shall be required to avoid wind noise biasing of a measurement.
- (8) All manufacturers' directions on the operation of the sound level meter shall be followed (e.g., proper microphone angle).
- (9) All sound level meters used for measurement shall be in conformance with ANSI section 1.4-1983, as amended.
- (10) All octave and third octave band filter sets of the sound level meter shall be in conformance with ANSI section 1.11-1976, as amended.
- (11) Instrumentation for sound level measurements may be class 1 or class 2 (ANSI section 1.4-1971), as amended.
- (12) Measurements of sound and noise shall be made by individuals trained in a noise or sound measurement program approved by the county or other training facility.

{00241601.3 306-9001821}

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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Pursuant to Section 286.011(8), Florida Statutes, I am requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

SECURED HOLDINGS INC, Plaintiff, vs. QUANTUM OVERLAY DEPENDENT DISTRICT, EUGENE GERLICA and CITY OF BOYNTON BEACH, Defendants – Palm Beach County Circuit Court Case No. 502016CA005668XXXXMB

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**EXPLANATION OF REQUEST:**

James A. Cherof, City Attorney, will be in attendance along with City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

The time and date of this private attorney-client session will be scheduled at the November 7, 2018 City Commission meeting.

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**ATTACHMENTS:**

Type	Description
📎 Memo	Memo requesting closed door session



# **CITY OF BOYNTON BEACH**

## **City Attorney's Office MEMORANDUM**

TO: Honorable Mayor and City Commission  
Lori LaVerriere, City Manager

FROM: James A. Cherof, City Attorney

DATE: October 24, 2018

RE: Request for Private Attorney-Client Session

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Pursuant to Section 286.011(8), Florida Statutes, I am requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

SECURED HOLDINGS INC, Plaintiff, vs. QUANTUM OVERLAY  
DEPENDENT DISTRICT, EUGENE GERLICA and CITY OF  
BOYNTON BEACH, Defendants – Palm Beach County Circuit Court Case  
No. 502016CA005668XXXXMB

I will be in attendance along with City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

The time and date of this private attorney-client session will be scheduled at the November 7, 2018 City Commission meeting.



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Commission wants to discuss public safety as it relates to the Town Square Redevelopment - TBD

---

**EXPLANATION OF REQUEST:**

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Staff to bring information concerning the following land parcels for the Commission to review - **TBD**

Nichols Property

Rolling Green

Girl Scout Park

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**EXPLANATION OF REQUEST:**

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

---

**Is this a grant?** No

**Grant Amount:**

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

**COMMISSION MEETING DATE:** 11/7/2018

**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:**

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**Is this a grant?** No

**Grant Amount:**

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## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:** Mayor Grant requested discussion on the future of the Kapok trees scheduled to be taken down for Town Square project - TBD

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**EXPLANATION OF REQUEST:**

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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

**COMMISSION MEETING DATE:** 11/7/2018

**REQUESTED ACTION BY COMMISSION:**

Discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission - TBD

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**EXPLANATION OF REQUEST:**

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

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:**

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?**

**Grant Amount:**

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