The City of

Boynton Beach

City Commission Agenda

Tuesday, October 1, 2019, 6:30 PM

Intracoastal Park Clubhouse 2240 N. Federal Highway

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Christina L. Romelus (District III)
Commissioner Ty Penserga (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Crystal Gibson, City Clerk

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

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES & PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

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

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

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

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

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

ADDRESSING THE COMMISSION:
When addressing the Commission, please step up to either podium and state your name for the record

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

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

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

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation - Pastor Randy Patterson of Seacrest Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Mack McCray

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. Lakisha Burch, CMC, Southeast District Director for the Florida Association of City Clerks, will present Judy Pyle with a resolution recognizing her retirement.

B. Feeding South Florida will provide a follow up report to the City Commission on the September 21, 2019 Food Distribution Event. Sari Vatske, Executive VP will make the presentation.

C. Announce that the City is partnering with Community Greening to host a Tree Giveaway on October 5, 10am-12pm at Sara Sims Park

D. Recreation & Parks Director will make an announcement about the 2019 Fall Festival that will be held at Intracoastal Park on Saturday, October 19 from 3 P.M. to 6 P.M. So dress in your best costume and take memorable pictures. The first twenty-five participants to attend the event will receive a free pumpkin.

E. Recreation & Parks Department Assistant Director Kacy Young will make an announcement regarding the 6th Annual Rally for the Cure event that will be held at the City's Tennis Center, 3111 S. Congress Avenue, on Saturday, October 26 beginning at 9 A.M.

F. Proclaim The Month of October as Walk to End Alzheimer's Month. A representative of the Alzheimer's Association, Southeast Florida Chapter will accept the proclamation from Mayor Grant.

G. Proclaim October 2, 2019 as Energy Efficiency Day in the City of Boynton Beach.

H. Proclaim the week of October 13-19, 2019 as Poverty Awareness Week in the City of Boynton Beach. Mr. Ontario "OJ" Johnson will be accepting the proclamation.

I. Mayor Steven B. Grant will proclaim that the City of Boynton Beach is committed to partnering with the United States Census Bureau to help ensure a full and accurate count in 2020 and will establish a complete count committee.

Sandy Goodman, US Census Partnership Representative, will accept the proclamation.

J. Announce the "Topping Off" Event by Eleanor Krusell, Public Communications & Marketing Director.

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.

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. R19-103** - Authorize the City Manager to enter into an agreement for renewal of an annual subscription to EBSCO Learning Express Database for one year in the amount of $9,452.00 for the Library.

B. **PROPOSED RESOLUTION R19-104** - Approve and authorize the City Manager to enter into an agreement for renewal of an annual subscription to ProQuest Ancestry Library Database for one year in the amount of $3,380.

C. **PROPOSED RESOLUTION NO.19-105** - Authorize the City Manager to sign all documents associated with the acceptance and grant agreement for the VOCA grant subject to the approval of the City Attorney.

D. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the eleven (11) month period ended August 31, 2019.

E. Approve utilizing the Village of Wellington Contract No. 024-16/DZ with Professional Tennis Court Services for tennis court maintenance under the same scope, specification, terms, conditions, and price per tennis court totaling $78,741.48 annually based on the seventeen (17) above ground tennis courts for a one-year term starting October 1, 2019.

F. Approve the minutes from City Commission meeting on September 17, 2019.

7. CONSENT BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. 19-106** - Approve and authorize the City Manager to sign an Agreement utilizing the City of West Palm Beach Supplemental Staff Agreement with U.S. Water Services Corporation (ITB 16-17-119) for water and wastewater operation and management services thru June 06, 2020 for an amount not to exceed $110,000. The West Palm Beach procurement process satisfies the City's competitive bid requirements.

B. **PROPOSED RESOLUTION NO. R19-107** - Authorize Mayor Grant to sign the Hazard Mitigation Program Grant (HMGP) cost-reimbursement Contract #H0054 for Phase I/pre-award of Lakeside Gardens Neighborhood (Dimick and Potter Rd. project) – Drainage Improvement FEMA project number 4337-121-R, obligating federal funds for the amount of $83,250.00 with a $27,750.00 match from Utilities for a total of $111,000.00. The period of performance is upon execution thru June 30, 2020.

C. Authorize the purchase of Extreme Networks switches, access points, licensing, and maintenance from STEPcg of Covington, KY in the amount of $362,491.29, utilizing the State of Florida Alternate Contract Source Number 43220000-WSA-14-ACS for the purchase, installation, and configuration of networking equipment at City Hall, Old High School/Cultural Center, and Fire Station #1. The State of Florida Alternate Contract complies with the City of Boynton Beach's competitive bid requirements.

D. Approve utilizing the Palm Beach County Contract No. 19069 (Bid No. 19-069/MB) with Morton Salt, Inc. for Sodium Chloride under the same terms, conditions, and prices for a one year term for an estimated annual expenditure of $207,000.

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. 19-012 - SECOND READING -** Approve text amendments to the Comprehensive Plan Future Land Use, Intergovernmental Coordination and Capital Improvements Elements, reflecting elimination of school concurrency and deletion of Public School Facilities Element; and

PROPOSED ORDINANCE NO. 19-013 - SECOND READING - Approve text amendments to the Comprehensive Plan Transportation Element creating the framework for potential future establishment of mobility fee. City-initiated.

B. **PROPOSED ORDINANCE NO. 19-029 - SECOND READING** - Approve request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, in connection with:

PROPOSED RESOLUTION NO. R19-100 - Accepting the dedication of property from the Community Redevelopment Agency (CRA) and realignment, and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). (Resolution adoption will be upon second reading of the Ordinance)
Applicant: Michael Simon, CRA Executive Director.

C. **PROPOSED ORDINANCE NO.19-034 - SECOND READING -** Approving efficiency improvements to the Site Plan Review Process (CDRV 19-007) through amendments to the LAND DEVELOPMENT REGULATIONS Chapter 2. *Land Development Process*, Article II. *Planning and Zoning Division Services*, Section 2. F. *Site Plan*, Including Time Extension and Modifications that begin implementing staff recommendations from the internal review of the City's development review process. Applicant: City-initiated.

D. Approve MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS:

PROPOSED ORDINANCE NO. 19-030 - SECOND READING - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions;

PROPOSED ORDINANCE NO. 19-031 - SECOND READING - (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services;

PROPOSED ORDINANCE NO. 19-032 - SECOND READING - (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations; and

PROPOSED ORDINANCE NO. 19-033 - SECOND READING - (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging category. Applicant: City-initiated.

9. CITY MANAGER'S REPORT

A. An updated administrative Social Media Use Policy has been developed by the Public Communications and Marketing Department. This is an administrative policy for internal use.

B. City staff and the development team for Town Square will provide a brief update to the Commission on the status of the project.

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Approve the request of Commissioner Romelus to distribute $500.00 of her Community Support Funds to Growing Strong Ministries, Inc.

12. LEGAL

A. Pursuant to Section 286.011(8), Florida Statutes, the City Attorney is requesting a private attorney-client session of the City Commission to discuss pending litigation.

> DAVID FLOERING, Plaintiff, vs. PAUL FREDERICK GREEN, CITY OF BOYNTON BEACH and STATE NATIONAL INSURANCE COMPANY, INC., a Foreign for Profit Corporation, Defendants – Palm Beach County Circuit Court Case No. 50 2017 CA 010537

B. City Commission authorization to file four (4) separate lawsuits on non-homestead properties.

C. **PROPOSED ORDINANCE NO. 19-035 - SECOND READING** - Approve Ordinance establishing regulations regarding the posting of underage drinking signs.

D. **PROPOSED ORDINANCE NO. 19-036 - SECOND READING** - **PUBLIC HEARING** - Approve the change in qualifying dates for candidates for the March 17, 2020 municipal election.

E. **PROPOSED ORDINANCE 19-037 - FIRST READING** - Approval of an Ordinance of the city commission of the city of Boynton amending chapter 18, pensions and retirement, of the code of ordinances to create a new article xi, “deferred retirement option plan” providing for uniform deferred retirement option plan benefits for all city employees; amending conflicting provision of drop benefits contained in the general employee, fire and police pension plans; providing for delayed implementation to accommodate collective bargaining or waiver of bargaining.

13. FUTURE AGENDA ITEMS

A. Quarterly Census updates by Laura Lansburgh, Marketing Manager:

December 17, 2019
March 17, 2020

B. City Commission to discuss special event permit policy for Sara Sims Park - **October 15, 2019**

14. ADJOURNMENT

NOTICE

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

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

PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

Invocation - Pastor Randy Patterson of Seacrest Presbyterian Church

Pledge of Allegiance to the Flag led by Commissioner Mack McCray

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

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:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Lakisha Burch, CMC, Southeast District Director for the Florida Association of City Clerks, will present Judy Pyle with a resolution recognizing her retirement.

EXPLANATION OF REQUEST: The City, together with the Florida Association of City Clerks (FACC), would like to recognize and celebrate the recent retirement of former City Clerk, Judy Pyle. Ms. Pyle worked for the City of Boynton Beach since 2005, served three years as City Clerk and previously as Deputy City Clerk for nine years, in addition to interim City Clerk for two years.

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

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Feeding South Florida will provide a follow up report to the City Commission on the September 21, 2019 Food Distribution Event. Sari Vatske, Executive VP will make the presentation.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Announce that the City is partnering with Community Greening to host a Tree Giveaway on October 5, 10am-12pm at Sara Sims Park

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EXPLANATION OF REQUEST:
The City is teaming up with Community Greening to host a FREE tree giveaway. 200 trees will be given away, one to each family, on a first come, first served basis.
Date: Saturday, October 5, 2019
Time: 10:00am - 12:00pm
Location: Sara Sims Park, 209 NW 9th Ave., Boynton Beach 33435
Trees will include:
Bahama Strongbark
Gumbo Limbo
Cinnamon Bark
Simpson's Stopper
Soursop
Sugar Apple
Jack Fruit
Mango & more!

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This tree giveaway is part of a larger tree planting campaign focused on the Heart of Boynton neighborhood from September 2019 through April 2020, with funding provided by a Community Revitalization grant from the Community Foundation for Palm Beach and Martin Counties.

FISCAL IMPACT: Non-budgeted This event will have no impact to the City's budget.

ALTERNATIVES: Not announce the event

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION: Climate Action Plan 2015 Revision, Initiative NS-5: "Establish an urban forestry program to develop a city-wide tree canopy survey with the eventual goal of reducing the “heat island” effect due to dark or asphalt surfaces. Maintain/restore the urban tree canopy."

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Recreation & Parks Director will make an announcement about the 2019 Fall Festival that will be held at Intracoastal Park on Saturday, October 19 from 3 P.M. to 6 P.M. So dress in your best costume and take memorable pictures. The first twenty-five participants to attend the event will receive a free pumpkin.

EXPLANATION OF REQUEST: The Fall Festival is a exciting event that will feature several fun family oriented activities including a pony ride, trackless train, petting zoo, bounce houses, face painting, various vendors and pumpkin patch treats. The first 25 participants to attend will receive a free pumpkin. Participants are urged to wear their favorite seasonal costume so they can take a theme related picture.

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

FISCAL IMPACT: Budgeted Funds for related supplies are available in the Department's budget.

ALTERNATIVES: Do not make the announcement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Recreation & Parks Department Assistant Director Kacy Young will make an announcement regarding the 6th Annual Rally for the Cure event that will be held at the City's Tennis Center, 3111 S. Congress Avenue, on Saturday, October 26 beginning at 9 A.M.

EXPLANATION OF REQUEST: Rally for the Cure is a tennis tournament that is organized to help raise awareness about breast cancer and supporting the promise of Susan G. Komen for the Cure. All event proceeds will benefit Rally for the Cure. Participants will receive a light lunch, water, event t-shirt and information about breast health care. The registration fee is $25 per player.

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

FISCAL IMPACT: Budgeted Participation fees cover all related expenses.

ALTERNATIVES: Do not make the announcement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Proclaim The Month of October as Walk to End Alzheimer's Month. A representative of the Alzheimer's Association, Southeast Florida Chapter will accept the proclamation from Mayor Grant.

EXPLANATION OF REQUEST:
The City of Boynton Beach recognizes the efforts of the Alzheimer's Association and their annual Walk To End Alzheimer's, held this year on Saturday October 19, 2019 at Meyer Amphitheatre to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The Alzheimer's Association is a member of the City's Inclusion Support Team. The ADA Coordinator works closely with the Association to provide educational programs for the public and to provide healthy and enriching activities at the Boynton Beach Senior Center.

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
	Proclamation	Proclamation

City of Boynton Beach

Proclamation

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

WHEREAS, every 65 seconds, someone in the United States develops Alzheimer's disease; and

WHEREAS, one in three seniors dies with Alzheimer's or another dementia. Almost two-thirds of Americans with Alzheimer's disease are women and between 2000 and 2017, deaths from Alzheimer's has increased 145 percent; and

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

WHEREAS, the State of Florida and City of Boynton Beach recognize the efforts of the Alzheimer's Association and their annual Walk To End Alzheimer's held this year on Saturday October 19, 2019 at Meyer Amphitheatre to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers; and

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

Walk to End Alzheimer's Month

And I congratulate all participants who have participated in raising awareness in our community through the Annual Walk to End Alzheimer's in the City of West Palm Beach on Saturday, October 19, 2019.

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 1st day of October Two Thousand Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Proclaim October 2, 2019 as Energy Efficiency Day in the City of Boynton Beach.

EXPLANATION OF REQUEST: In recognition of the fourth annual national Energy Efficiency Day on October 2 2019, the City of Boynton Beach is joining regional and national organizations, businesses, utilities, and individuals working to promote energy efficiency – the cheapest, quickest way to meet our energy needs, cut consumer bills and reduce pollution. Energy efficiency is also an economic engine, supporting 2.3 million jobs nationwide in manufacturing, construction and other fields.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Observing Energy Efficiency Day will help the City promote the Energy Edge Rebate Program and Property Assessed Clean Energy (PACE) financing program for residents and businesses in the City.

FISCAL IMPACT: Non-budgeted There is no impact to the City's budget.

ALTERNATIVES: Not proclaim October 2, 2019 as Energy Efficiency Day.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION:
Climate Action Plan Implementation Initiative # EF-10: "Undertake efforts to advance energy efficiencies, energy conservation and the deployment of alternative and/or renewable energy technologies in existing and proposed developments through local ordinance, incentives, education, and
energy efficiency financing strategies."

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Proclamation	Energy Efficiency Day Proclamation

City of Boynton Beach

Proclamation

WHEREAS, energy efficiency that does not raise electric rates is one of the cheapest, quickest, and cleanest way to meet our energy needs and reduce utility bills for residential, business, and industrial customers; and

WHEREAS, smarter energy use reduces the amount of electricity we need to power our lives, which helps avoid power plant emissions that can harm our health, pollute our air, and warm our climate; and

WHEREAS, cutting energy waste saves U.S. consumers billions of dollars on their utility bills annually, up to $500 per household from appliance efficiency standards alone; and

WHEREAS, implementing energy efficiency and other clean energy policies and programs helps boost economic opportunities and job creation while continuing to move toward a sustainable future; and

WHEREAS, more than 2.3 million Americans work in the energy efficiency sector in local, good-paying, clean energy jobs that can't be outsourced and increasing efficiency will create more of them; and

WHEREAS, for cities and states tackling harmful pollution, energy efficiency can get them about halfway toward their climate goals; and

WHEREAS, a nationwide network of energy efficiency groups and partners has designated the first Wednesday in October as the national annual Energy Efficiency Day; and

WHEREAS, residents of Boynton Beach can contribute to sustainability by learning about energy efficiency, practicing smarter energy use in their daily lives, and participating in the City's Energy Edge Rebate Program and Property Assessed Clean Energy financing program; and

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 2nd day of October Two Thousand Nineteen as:

ENERGY EFFICIENCY DAY

IN WITNESS WHEREOF, I have hereunto se my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 1st day of October, Two Thousand Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Proclaim the week of October 13-19, 2019 as Poverty Awareness Week in the City of Boynton Beach. Mr. Ontario "OJ" Johnson will be accepting the proclamation.

EXPLANATION OF REQUEST:
Circles of Palm Beach County, a program of Pathways to Prosperity, is promoting Poverty Awareness Week to increase awareness to issues related to low-income families in our community. Throughout the week, community members will have an opportunity to participate in a variety of activities and commit to challenges that will bring them face to face with the barriers that impoverished people in our city experience on a daily basis.

The challenges include watching films illustrating society's everyday struggle with poverty, eating on $4.50 cents per day, taking public transportation for an entire day and participating in a real life poverty simulation. Circles of Palm Beach County will convene participants who took the challenge to discuss their experience and encourage individuals to get involved with Circles to fight poverty throughout Palm Beach County.

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

FISCAL IMPACT: N/A

ALTERNATIVES: Do not proclaim the week of October 13-19, 2019 as Poverty Awareness Week in the City of Boynton Beach.

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
Proclamation	Proclamation-Poverty Awareness Week

City of Boynton Beach

Proclamation

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

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

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

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

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

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim October 13-19, 2019 as:

Poverty Awareness Week

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 1st day of October Two Thousand Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Mayor Steven B. Grant will proclaim that the City of Boynton Beach is committed to partnering with the United States Census Bureau to help ensure a full and accurate count in 2020 and will establish a complete count committee.

Sandy Goodman, US Census Partnership Representative, will accept the proclamation.

EXPLANATION OF REQUEST:
Partnering with the US Census Bureau and establishing a Complete Count Committee will:

- Help disseminate 2020 Census information.
- Provide a united voice from business, government, community-based and faith-based organizations, educators, media and others that will enable the 2020 Census message to reach more of our citizens.
- Encourage all residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
- Strive to achieve a complete and accurate count of all those who reside in the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Every decade, the U.S. Census Bureau counts America's population and uses the data to distribute $675 billion of federal funding to states and communities each year. It is estimated that for every individual counted in the 2020 Census, the City will receive $1,600 per person per year over a ten year period.

FISCAL IMPACT: Budgeted 2020 Census expenses are included in the FY19-20 budget.

ALTERNATIVES: Do not present the proclamation.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION: It is estimated that for every individual counted in the 2020 Census, the City will receive $1,600 per person in payment for services per year over a ten year period.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Census 2020 Proclamation

City of Boynton Beach

Proclamation

WHEREAS, the U.S. Census Bureau is required by the United States Constitution to conduct a count of all citizens; and the City of Boynton Beach is committed to ensuring every citizen is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and are vital tools for economic development and increased employment; and

WHEREAS, Census count requires extensive work, and the Census Bureau requires partners at the state and local level to ensure a complete and accurate count; and that a united message from business, government, community-based and faith-based organizations, educators, media, and is required; and

WHEREAS, the City of Boynton Beach's Census Complete Count Committee will identify and will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all citizens of our community.

WHEREAS, the information collected by the census is confidential and protected by law; and the US Census Bureau and the County of Palm Beach Florida will strive for an accurate count.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach in Palm Beach County will establish a Census Complete Count Committee, collaborate with the U.S. Census Bureau, encourage residents to participate in events and initiatives that will raise the overall awareness and strive to achieve a complete and accurate count of all residents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 1st day of October, Two Thousand and Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Announce the "Topping Off" Event by Eleanor Krusell, Public Communications & Marketing Director.

EXPLANATION OF REQUEST:
We're "beaming" with pride!

After 8 months, the construction of our new City Hall & Library is reaching the completion of its structural phase! We are celebrating on Wednesday, October 2nd, from 11:30 a.m. to 1:00 p.m. and you are invited!

Leave your mark on history! Sign the 1,400 pound, 40 foot long steel beam that will be housed in the City Commission Chambers' ceiling. Watch history in the making as it is hoisted to the second floor!

This exciting phase of construction, often referred to as a "Topping Off", will be held on the construction site at 100 East Ocean Avenue. Lunch will be provided.

Closed toe shoes are required, as the building is still an active construction site. Parking is limited; please ride share if possible. Those wishing to attend, please RSVP via email at RSVP@bbfl.us or by calling 561-742-6010.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Several departments will be assisting with the event, such as Public Communications & Marketing, Police and Public Works.

FISCAL IMPACT: Budgeted The "Topping Off" Event is budgeted within the Town Square budget and is supported by the Town Square partners.

ALTERNATIVES: Do not announce the "Topping Off" event.

STRATEGIC PLAN: Redevelop Downtown

STRATEGIC PLAN APPLICATION: Town Square is a cornerstone of Downtown Boynton and is the impetus to future development in the downtown area.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards.

EXPLANATION OF REQUEST: A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Board Appointments 10-01-2019

APPOINTMENTS AND APPLICANTS FOR OCTOBER 1, 2019

Arts Commission

III	Romelus	Reg	2 yr term to 12/20

Applicants: None

Building Board of Adjustments and Appeals

IV	Penserga	Reg	2 yr term to 12/20 (Tabled 3)
Mayor	Grant	Alt	2 yr term to 12/20 (Tabled 2)
I	Katz	Alt	2 yr term to 12/19 (Tabled 2)

Applicants: None

Education and Youth Advisory Board

III	Romelus	STU	2 yr term to 12/20 (Tabled 2)
IV	Penserga	STU NV	2 yr term to 12/19

Applicants: None

Historic Resources Preservation Board

I	Katz	Alt	2 yr term to 12/20 (Tabled 3)

Applicants: None

Library Board

III	Romelus	Reg	2 yr term to 12/19 (Tabled 3)
IV	Penserga	Alt	2 yr term to 12/20

Applicants: None

Senior Advisory Board

III	Romelus	Alt	2 yr term to 12/20 (Tabled 2)
IV	Penserga	Reg	2 yr term to 12/20 (Tabled 2)
Mayor	Grant	Reg	2 yr term to 12/19 (Tabled 2)

Applicants: None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-103 - Authorize the City Manager to enter into an agreement for renewal of an annual subscription to EBSCO Learning Express Database for one year in the amount of $9,452.00 for the Library.

EXPLANATION OF REQUEST: EBSCO Learning Express is an online site featuring over 770 practice tests, tutorials, and eBooks related to job search and workplace skills improvement, career certification and licensing exam preparation, college entrance and graduate school admissions exam preparation, GED exam preparation, and reading, writing, and math improvement, for all ages. This is a sole source vendor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Library customers are able to search for jobs and improve workplace skills.

FISCAL IMPACT: Budgeted Budgeted annual subscription fee of $9,452.00

ALTERNATIVES: Do not renew subscription.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving EBSCO Learning Express Database Agreement
Agreement	License Agreement
Attachment	Renewal Form
Attachment	Sole Source Letter

RESOLUTION NO. R19-

A RESOLUTION OF THE BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR RENEWAL OF AN ANNUAL SUBSCRIPTION WITH EBSCO LEARNING EXPRESS DATABASE FOR A ONE YEAR PERIOD IN THE AMOUNT OF $9,452.00 FOR THE LIBRARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, EBSCO Learning Express is a sole source vendor with an online site featuring over 770 practice tests, tutorials, and eBooks related to job search and workplace skills improvement, career certification and licensing exam preparation, college entrance and graduate school admissions exam preparation, GED exam preparation, and reading, writing, and math improvement, for all ages; and

WHEREAS, upon recommendation of staff, the City Commission of the City of Boynton Beach does hereby approve the renewal of an Agreement with EBSCO Learning Express Database for one year in the amount of $9,452.00.

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 hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves and authorizes the City Manager to enter into an Agreement for renewal of an annual subscription with EBSCO Learning Express Database for a one year period in the amount of $9,452.00 for the Library, a copy of which is attached hereto as Exhibit “A”.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of October, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

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III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee’s obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee’s access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email: kstam@ebsco.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

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A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F, EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee’s license to the Services, the Licensee’s right to utilize such IP addresses will cease.

PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
GIBSONC@BBFL.US

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.

Product Order Form

CustID:	s8369469
OrderID:	WSR467094
Date:	09/12/2019

10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Purchasing Customer
BOYNTON BEACH PUBLIC LIBRARY
REFERENCE DEPT
208 S SEACREST BLVD
BOYNTON BEACH, FL, 33435
USA

Billing Address
BOYNTON BEACH PUBLIC LIBRARY
REFERENCE DEPT
208 S SEACREST BLVD
BOYNTON BEACH, FL, 33435
USA

Contact:
Jeannie Taylor
5617426396
taylorjd@bbfl.us

Your invoice will be sent to:
Jeannie Taylor
taylorjd@bbfl.us

Product Name	Begin Date	Expire Date	Price
LEX 2020			$9,452.00
Writing Improvement Program Renewal Only	10/01/2019	09/30/2020	
LearningExpress Library	10/01/2019	09/30/2020	
Job and Career Accelerator Center - Stand-alone	10/01/2019	09/30/2020	
Popular Software Tutorials Center - Add-on	10/01/2019	09/30/2020	

Total: $9,452.00
The above excludes all applicable tax
Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions
Customer agrees to terms and conditions of the appropriate EBSCO License Agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

Please sign, scan and email this form to: AMY DIPIANO at adipiano@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978-356-5640

9/19/2019

RE: Sole Source Statement

Dear Tiffany:

Please accept this letter as formal notice that EBSCO Information Services is the sole source provider of LearningExpress products which include: Learning Express Library, Job and Career Accelerator, Popular Software Tutorials, Writing Improvement Program.

Should you have any questions or require further assistance, please do not hesitate to contact me at your convenience.

Sincerely,

Alex Saltzman
Sr. VP, Inside Sales
EBSCO Information Services
asaltzman@ebsco.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION R19-104 - Approve and authorize the City Manager to enter into an agreement for renewal of an annual subscription to ProQuest Ancestry Library Database for one year in the amount of $3,380.

EXPLANATION OF REQUEST: This subscription database provides unlimited access to a multitude of genealogy resources, with billions of records in census data, vital records, directories, photos and more through the Library's website. This is a sole source vendor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This subscription database improves customer service by offering genealogy resources for personal use.

FISCAL IMPACT: Budgeted Budgeted Annual subscription fee of $3,380.

ALTERNATIVES: Do not renew subscription.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution authorizing the City Manager to sign ProQuest Agreement
Attachment	Public Records & Scrutinized - Proquest
Agreement	Proquest Renewal Agreement
Sole Source Letter	Sole Source Letter

RESOLUTION NO. R19-

A RESOLUTION OF THE BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR RENEWAL OF AN ANNUAL SUBSCRIPTION WITH PROQUEST ANCESTRY LIBRARY DATABASE FOR A ONE YEAR PERIOD IN THE AMOUNT OF $3,380.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, EBSCO Learning Express is a sole source vendor with an online site that provides unlimited access to a multitude of genealogy resources with billions of records in census data, vital records, directories, photos and more; and

WHEREAS, upon recommendation of staff, the City Commission of the City of Boynton Beach does hereby approve the renewal of an Agreement with ProQuest Ancestry Library Database for one year in the amount of $3,380.00.

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 hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves and authorizes the City Manager to enter into an Agreement for renewal of an annual subscription with ProQuest Ancestry Library Database for a one year period in the amount of $3,380.00 for the Library, a copy of which is attached hereto as Exhibit “A”.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of October, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

Additional Terms

In the terms below “City” or “CITY” means Customer and “Contractor” means ProQuest (Customer and ProQuest as defined herein).

PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

D Upon completion of the contract, transfer, at no cost to the CITY, all public records in Contractor’s possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
PYLEJ@BBFL.US

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.

License Agreement consists of:
ProQuest Customer Order Form
Terms and Conditions of Previously Executed License Agreement
Addenda (if applicable)

By signing this License Agreement ("Agreement") with your signature below, you agree to license the Service under the previously executed terms and conditions on file and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

Customer: Boynton Beach City Library	
Authorization by Customer:	**Authorization by ProQuest LLC:**
Signature: _____ Duly Authorized Signature	Signature: _____ Duly Authorized Signature
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Order Form

Q-00342078 *PQ10080667*

Product Name	Code	Start Date	End Date	Price
Ancestry Library	ANCLIB	10/1/2019	9/30/2020	3,380.00 USD
			Total Price:	3,380.00USD

Product Notes:

Ancestry Library Edition – No remote access is allowed for public libraries, genealogical and historical societies, government agencies, for-profit corporations, and non-profit organizations. Remote access may be available for academic institutions, with the following certain restrictions:

- *Only currently enrolled students and active faculty are allowed remote access.*
- *No remote access for alumni and faculty emeritus. (However, on-campus access is permissible for all groups.)*
- *Users must be authenticated via the schools' website using IP address or Referring URL. No username/password access*

Additional Information:

Additional Terms

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Billing Information: **Please review your billing address to ensure its accuracy.**	**Shipping Information:** **Please confirm the shipping address is accurate.**
Boynton Beach City Library 115 N Federal Hwy Boynton Beach FL United States 33435	**Boynton Beach City Library** 115 N Federal Hwy Boynton Beach FL United States 33435
Electronic **Invoice** Recipient(s): Craig Clark clarkc@bbfl.us	Electronic **Renewal** Recipient(s): Craig Clark clarkc@bbfl.us
If your subscribing institution requires the use of Purchase Orders, please indicate below. **Purchase Order #**	**Tax Registration Number #** If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to taxinformation@proquest.com **Billing Information Notes**

Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:	*To sign up for our auto-renewal program as part of our 'go green' initiative. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Customer, unless Customer sends written cancellation notice to ProQuest within 30-days of the Customer's receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period, please check this box:*

Technical Contact:	**Phone:**	**Email:**

IP Authentication:	**Barcode Scheme:**	**Alternative Authentication:**	**LIBCODE**
	Length: Prefix:		
Authentication Instructions:			

Additional Sites:

Account Manager Information:
Daniel Hayes
(734) 997-4035 | daniel.hayes@proquest.com

July 9, 2019

ATTN: Tiffany Pagan
Senior Accounting Technician
Boynton Beach City Library
115 N Federal Hwy
Boynton Beach, FL 33435

Dear Tiffany Pagan,

ProQuest LLC, (ProQuest), a part of Cambridge Information Group, is committed to providing global access to one of the largest online content repositories in the world. Throughout ProQuest's evolution, we've established our position as the leading provider of microform and electronic information to school, academic, public, and government libraries around the world. Since 1938, we've worked closely with the worldwide publishing community to preserve and provide access to information. Our many long-term, trusted partnerships with publishers have made ProQuest the information company of choice for over 9,000 publishers.

ProQuest aggregates source material from third-party publishers and creates associated abstracts, indexes, transcripts, and other proprietary elements for such material to make up our products and services. The databases we provide are derivative works as defined under the Copyright Act of 1976, Title 17 U.S.C. and are subject to separate copyright protection. ProQuest is the sole holder of the copyright in the ProQuest-created products and services as a collective or derivative.

With respect to third-party databases, ProQuest distributes and hosts certain third-party databases and in some cases provides the associated full-text articles, transcripts, and other value-added elements to complement the offering through ProQuest's own proprietary online search engines. Additionally, ProQuest is the proprietary owner of the on-line platforms that form a substantial part of the ProQuest®, Alexander Street™, RefWorks®, and its other on-line information and research services.

As a result, only ProQuest can provide the content combined with the proprietary platform and user experience for the following products/services:

Ancestry Library
Fold3
HeritageQuest Online

Sincerely,

Rebecca Rickabaugh

Rebecca Rickabaugh
Product Data Manager

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO.19-105 - Authorize the City Manager to sign all documents associated with the acceptance and grant agreement for the VOCA grant subject to the approval of the City Attorney.

EXPLANATION OF REQUEST: The Office of the Attorney General, Bureau of Advocacy and Grants Management, has awarded the Police Department a Victims of Crime Act (VOCA) grant for the 2019-2020 funding cycle in the amount of $66,749.00. Approval of this award will allow our agency to keep the current VOCA funded victim advocate on staff.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Victim advocates are professionals trained to support victims of crime. Advocates offer victims information, emotional support, help find resources, and assist victims complete necessary court and administrative paperwork. The advocates also contact organizations, such as criminal justice or social service agencies, to get help or information for victims. Our agency currently has one full time city funded and one VOCA funded victim advocate who are responsible to fulfill the needs of the victims in our community. Without the additional advocate, staff would become overwhelmed with the daily operations of the office leaving little time for detailed follow up and proactive work.

FISCAL IMPACT: Non-budgeted
There is no fiscal impact. We are offering a percentage of the salary of the police sergeant in the Special Victims Unit for the required 20% cash/in-kind match.

ALTERNATIVES: Do not accept the grant.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? Yes

Grant Amount: $66,749.00

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution accepting the VOCA Grant and the City manager to sign the necessary documents

RESOLUTION NO. R19-____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND ACCEPTING THE VICTIMS OF CRIME ACT (VOCA) GRANT IN THE AMOUNT OF $66,749.00 FOR THE FISCAL YEAR 2019/20; AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO ACCEPT THE AWARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach Police Department applied for and has been awarded a Victims of Crime Act (VOCA) grant from the Office of the Attorney General, Bureau of Advocacy and Grants Management; and

WHEREAS, the grant is in the amount of $66,749.00; and

WHEREAS, the VOCA grant funds will allow our agency to keep the current VOCA funded victim advocate on staff.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby accepts the Victims of Crime Act (VOCA) Grant from the Office of the Attorney General, Bureau of Advocacy and Grants Management in the amount of $66,749.00 for the fiscal year 2019/20 funding cycle

Section 3. The City Manager is authorized to sign all documents necessary to accept the Grant award.

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the eleven (11) month period ended August 31, 2019.

EXPLANATION OF REQUEST:
This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the eleven (11) month period ended August 31, 2019 (92% of the fiscal year). The analysis compares:

- Actual results for the current period to the annual budget
- Actual results for the same period of the prior year annual budget

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The annual budget is what provides and controls the resources for City programs and services.

FISCAL IMPACT:
The annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND

	FY 2018-19			FY 2017-18			FY 2019 vs. 2018	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 91,124	$ 91,374	100%	$ 87,487	$ 83,455	95%	4.2%	9.5%
Expenditures	$(91,124)	$(79,720)	87%	$(87,487)	$(74,685)	85%	4.2%	6.7%
Excess (Deficit)	$ -	$ 11,654		$	$ 8,770			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a $11.6M surplus for the period ending August 31, 2019.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of $75.2M or 82% of our total $91.1M General Fund budget estimate for FY 2018-19. Transfers from other funds (non-revenues) provide $15.9M or 18% of the total funding sources to balance our $91.1M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:
1. 40% - $ 36.3M – Property taxes less Tax Increment Financing to the CRA
2. 42% - $ 38.9M – All other revenues plus General Fund Balance
3. 18% - $ 15.9M – Transfers from other funds

   100% - $ 91.1M – Total funding sources

The property tax rate for FY 2018-19 is 7.9000 mills, no change from the prior year; the net property taxes of $36.3M in FY 2018-19 represent an 6.55% increase in property tax revenue or an increase of $2.2M from FY 2017-18.

To balance the budget in FY 2018-19, it required transfers from other funds of $15.9M representing 18% of all funding sources.

Actual Funding Sources Realized: At the end of the eleventh month in FY 2018-19, revenues and transfers realized are approximately $91.3M or 100% of the budget estimate compared to $83.4M or 95% realized to date in FY 2017-18.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was $36.2M or 100% of $36.3M as

compared to $33.8M or 99% of $34.0M for FY 2017-18, as noted on Exhibit A.

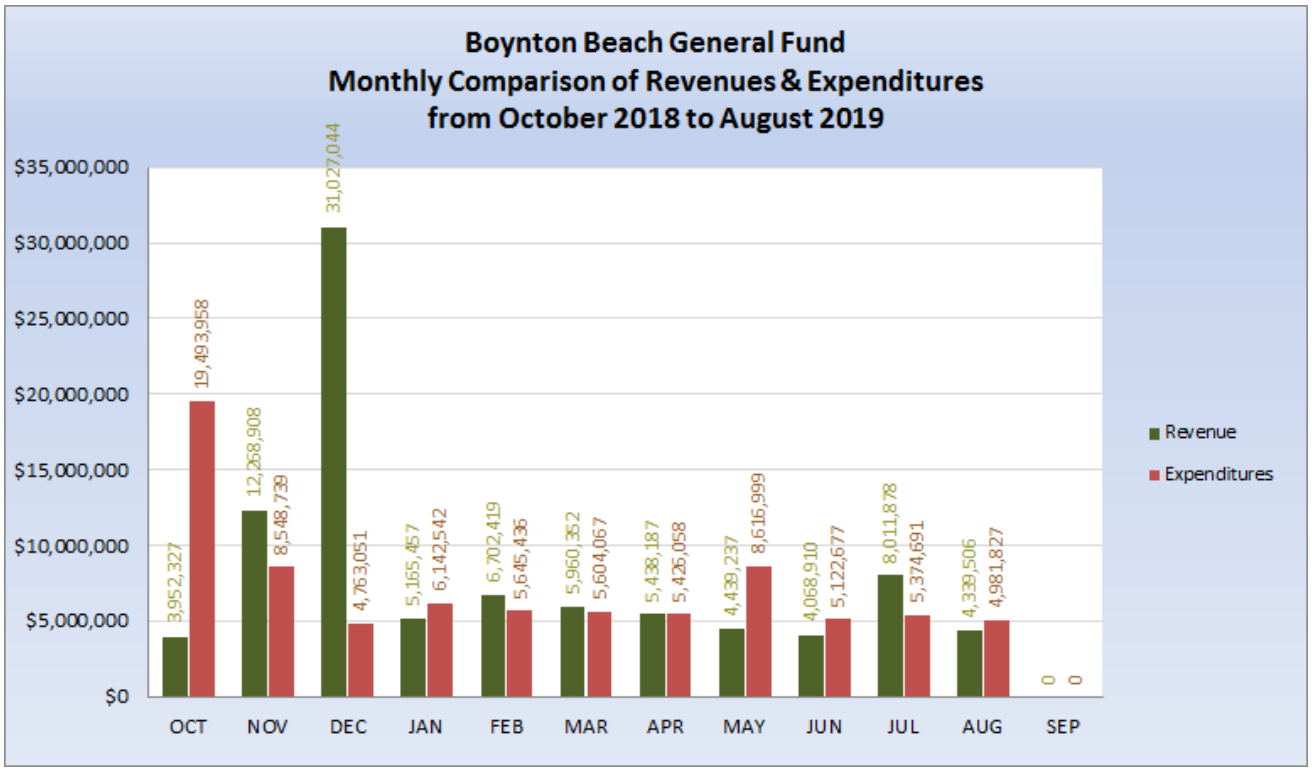
Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 4.16% from $87.4M to $91.1M. The budget increase was due to the cost of doing business, Town Square project, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the eleventh month period ending August 31 (92% of the fiscal year) are $79.7M that is 87% of the $91.1M expenditure appropriation for FY 2018-19. Note: the City's annual pension obligations for General Employees, Fire, and Police are paid in the first month of the fiscal year.

The table at the top of Exhibit B displays actual expenditures of $79.7M or 87% of the FY 2018-19 budget. At this point in the fiscal year, FY2018-19 spending levels are $5.0M ahead of the $74.7M or 85% expended in FY 2017-18 for this same period, mainly due to Town Square costs.

The chart below shows the monthly flow of sources and uses. Note: the month of October mainly reflects the payment of pension liabilities; December shows the highest collection of Ad Valorem Taxes and May shows mostly Town Square expenses.



UTILITY FUND

The FY 2018-19 annual expenditure budget of $48.7M represents a $2.1M increase from the FY 2017-18 budget of $46.5M. The operational forecast reflects an estimated decrease of $1.0M of the fund balance for FY 2017-18, see Exhibit C.

	FY 2018-19			FY 2017-18			FY 2019 vs. 2018	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 48,708	$ 45,493	93%	$ 46,544	$ 43,495	93%	4.6%	4.6%
Expenditures	$ (48,708)	$ (41,971)	86%	$ (46,544)	$ (39,533)	85%	4.6%	6.2%
Excess (Deficit)	$ -	$ 3,522		$-	$ 3,962			

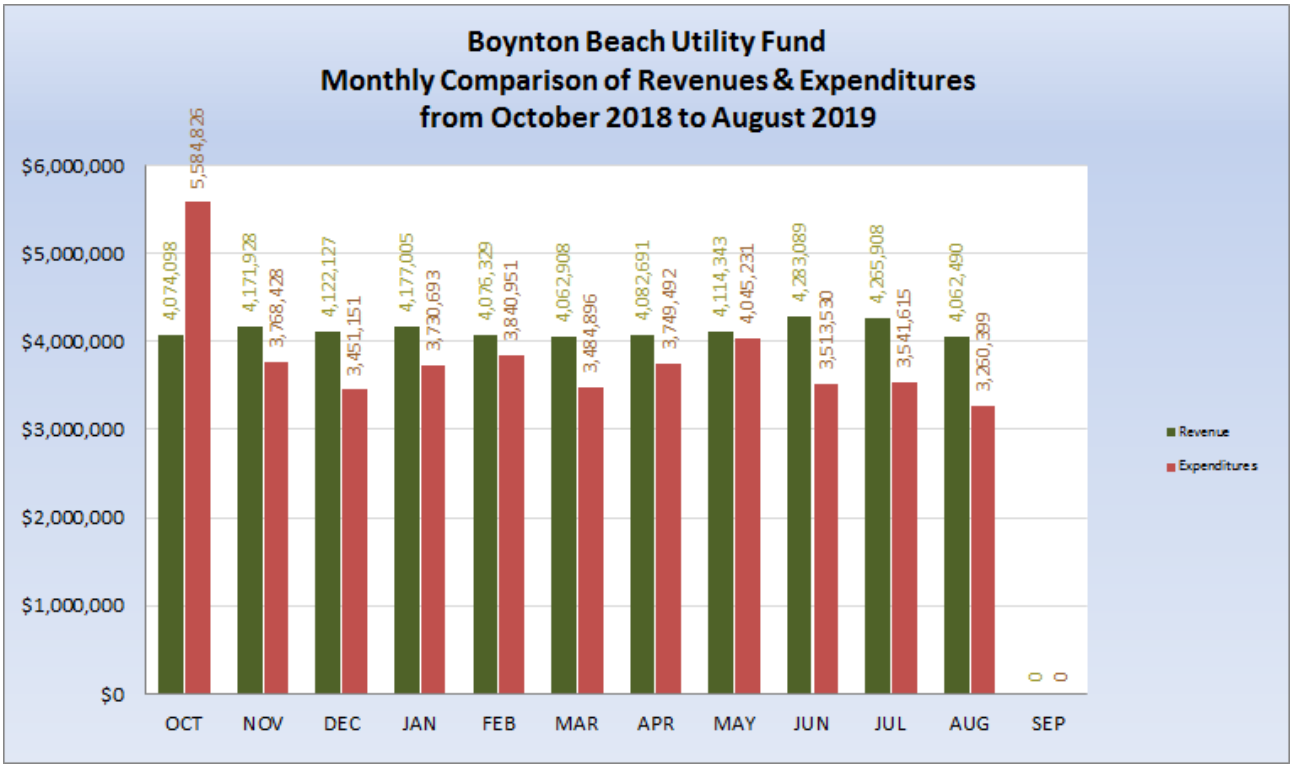
For the eleventh month period in FY 2018-19,

- Revenues realized are $45.5M (93%) of the annual budget estimate

- Revenues realized are $45.5M (93%) of the annual budget estimate.
- Expenditures incurred are $41.9M (86%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately $3.5M.

Expenditures (Exhibit D) – Utility Fund FY 2018-19 expenditures to date are $41.9M or 86% of the annual appropriation compared to expenditures of $39.5M or 85% for the prior fiscal year (which excludes depreciation and the joint ventures expenditures).



ALTERNATIVES: Discuss this Budget Status Report or request clarification at the City Commission meeting.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	GF Statement of Revenues thru August 31, 2019
Addendum	GF Statement of Expenditures thru August 31, 2019
Addendum	UF Statement of Revenues thru August 31, 2019

EXHIBIT A

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended August 31, 2019 (92% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE REVENUE REALIZED	FY 2018-19 TO DATE % REALIZED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE REVENUE REALIZED	FY 2017-18 TO DATE % REALIZED
AD VALOREM TAXES, net	$ 44,146,986	$ 44,091,068	100%	$ 41,458,358	41,183,218	99%
LESS TIF TAXES TO CRA	(7,816,311)	(7,817,513)	100%	(7,360,831)	(7,336,119)	100%
NET TAXES TO THE CITY	36,330,675	36,273,555	100%	34,097,527	33,847,099	99%
LICENSES AND PERMITS						
BUSINESS TAXES	1,750,000	2,293,643	131%	1,731,000	1,767,562	102%
BUILDING PERMITS	2,965,000	3,945,959	133%	2,712,000	3,010,643	111%
FRANCHISE FEES	4,915,000	4,112,626	84%	4,865,000	4,334,309	89%
OTHR LICENSES, FEES & PER	222,000	175,206	79%	222,000	203,027	91%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	75,000	67,194	90%	85,000	42,515	50%
STATE SHARED REVENUES	8,852,000	8,368,708	95%	8,677,000	8,186,298	94%
SHRD REV FROM OTHR LCL	335,000	308,901	92%	335,000	180,955	54%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	124,663	151,981	122%	121,300	137,657	113%
CHRGS-GENERAL GOVT	508,688	450,502	89%	507,800	475,795	94%
PUBLIC SAFETY	6,981,200	8,352,243	120%	6,086,500	6,593,830	108%
PHYSICAL ENVIRONMENT	20,000	24,741	124%	20,000	21,239	106%
CULTURE/RECREATION	411,500	358,560	87%	428,700	390,786	91%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	11,259	38%	30,000	17,150	57%
VIOLATIONS LOCAL ORD.	393,000	444,398	113%	643,000	222,186	35%
INTEREST EARNINGS	65,000	331,092	509%	65,000	70,055	108%
RENTS AND ROYALTIES	363,800	374,924	103%	368,800	386,363	105%
SPECIAL ASSESSMENTS	6,589,000	6,771,066	103%	6,589,000	6,773,168	103%
SALE OF SURPLUS MATERIAL	1,500	9,183	612%	1,500	3,536	236%
OTHER MISC. REVENUE	4,264,000	3,948,737	93%	4,715,145	2,870,372	61%
INTERNAL FUND TRANSFERS						
TRANSFERS	15,927,000	14,599,750	92%	15,067,850	13,812,196	92%
FUND BALANCE APPROPRIATED	-	-	0%	118,100	108,258	92%
Total Revenues	$ 91,124,026	$ 91,374,228	100%	$ 87,487,222	83,454,999	95%

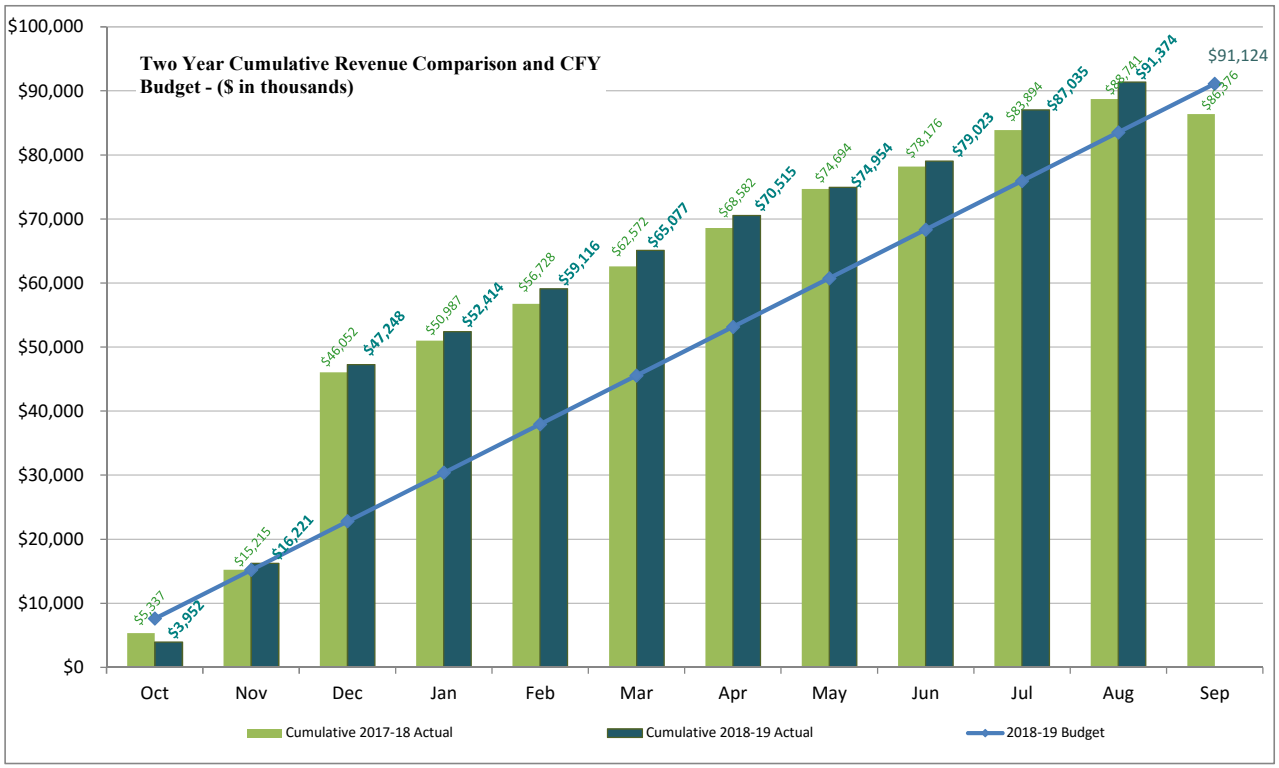


EXHIBIT B

CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended August 31, 2019 (92% of Fiscal Year)

EXPENDITURES						
ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE EXPENDED	FY 2018-19 TO DATE % EXPENDED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE EXPENDED	FY 2017-18 TO DATE % EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	$ 276,642	$ 248,415	90%	$ 267,301	$ 237,276	89%
CITY MANAGER	745,932	704,640	94%	746,362	651,315	87%
CITY HALL/GEN. ADMIN.	3,837,051	2,505,375	65%	6,230,163	5,245,410	84%
MARKETING/COMMUNICATIONS	464,668	355,993	77%	333,846	264,155	79%
SPECIAL EVENTS	251,714	139,809	56%	0	0	0%
TOWN SQUARE	5,630,454	4,161,506	74%	1,500,000	(1,179,089)	-79%
CITY CLERK	763,171	605,324	79%	569,241	496,924	87%
CITY ATTORNEY	574,761	462,237	80%	724,916	650,166	90%
FINANCIAL SERVICES	1,348,593	1,195,888	89%	1,184,980	1,044,093	88%
ITS	2,439,074	2,128,533	87%	2,143,805	1,840,205	86%
HUMAN RESOURCES	815,343	738,096	91%	824,823	647,072	78%
UNIFORM SERVICES	17,307,392	15,743,765	91%	17,039,645	15,371,772	90%
ADMINISTRATIVE SERVICES	3,452,639	2,751,710	80%	3,266,135	2,814,498	86%
SUPPORT SERVICES	10,381,854	9,401,859	91%	9,953,470	8,979,120	90%
FIRE	24,018,134	22,582,222	94%	24,270,971	22,171,152	91%
COMMUNITY STANDARDS	2,219,335	1,789,188	81%	2,066,791	1,851,503	90%
EMERGENCY MANAGEMENT	28,775	7,146	25%	22,320	14,525	65%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,172,208	1,115,147	95%	1,136,941	1,005,437	88%
BUILDING	1,487,060	1,366,955	92%	1,502,497	1,193,742	79%
ENGINEERING	659,397	544,981	83%	622,155	546,467	88%
PLANNING & ZONING	713,629	580,340	81%	756,125	620,020	82%
ECONOMIC DEVELOPMENT	463,475	375,086	81%	412,318	283,895	69%
PUBLIC WORKS						
PUBLIC WORKS	152,825	139,305	91%	245,550	227,828	93%
FACILITIES MANAGEMENT	1,915,028	1,565,793	82%	2,023,598	1,570,993	78%
STREETS MAINTENANCE	1,200,324	1,007,031	84%	1,127,135	919,697	82%
LEISURE SERVICES						
LIBRARY	2,336,700	1,891,052	81%	2,315,127	2,025,200	87%
SCHOOLHOUSE MUSEUM SERV	322,094	299,045	93%	254,971	232,913	91%
RECREATION	3,011,935	2,602,752	86%	3,005,874	2,615,091	87%
PARKS & GROUNDS	3,133,819	2,700,807	86%	2,940,162	2,321,394	79%
CRA REIMBURSABLE & RESERVES	-	10,046	0%	-	20,740	0%
Total Expenditures	$ 91,124,026	$ 79,720,046	87%	$ 87,487,222	$ 74,683,514	85%

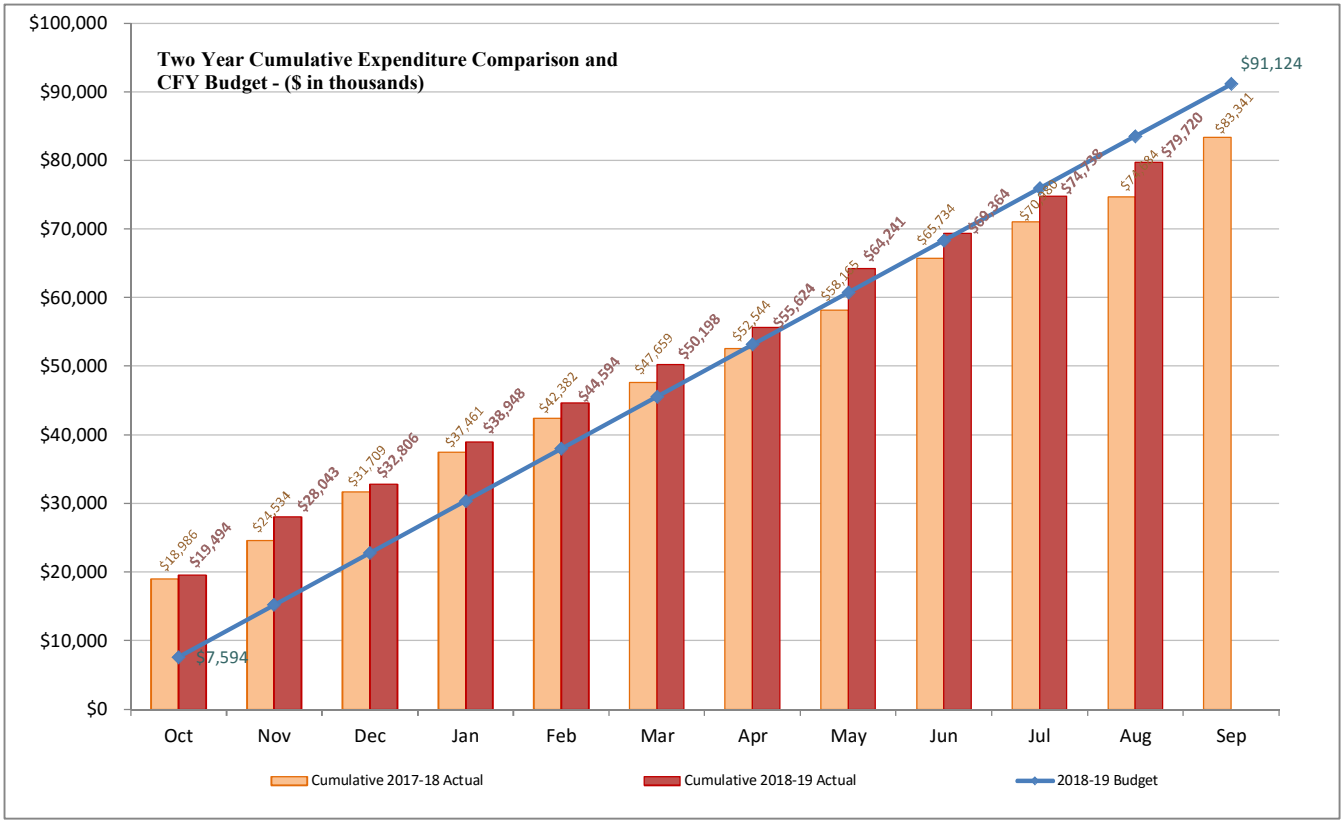


EXHIBIT C

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended August 31, 2019 (92% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE REVENUE REALIZED	FY 2018-19 TO DATE % REALIZED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE REVENUE REALIZED	FY 2017-18 TO DATE % REALIZED
WATER SALES	$ 22,542,000	$ 20,949,540	93%	$ 21,675,000	$ 20,137,752	93%
WATER CONNECTION FEE	150,000	83,286	56%	150,000	43,785	29%
WATER SERVICE CHARGE	850,000	830,250	98%	850,000	854,230	100%
WTR-BACKFLOW PREVNTR TEST	14,000	15,565	111%	10,000	20,596	206%
RECLAIMED WATER SALES	310,000	473,767	153%	64,000	333,230	521%
SEWER SERVICE	19,635,000	17,967,849	92%	18,870,000	17,518,925	93%
STORMWATER UTILITY FEE	4,100,000	3,791,532	92%	3,800,000	3,561,369	94%
TELEVISE SEWER LINES	10,000	10,642	106%	5,000	24,152	483%
FEES	20,000	45,809	229%	20,000	30,177	151%
INTEREST INCOME	35,000	292,750	836%	35,000	(3,915)	-11%
SALE OF SURPLUS MATERIAL	2,000	730	0%	2,000	-	0%
OCEAN RGE UT TAX ADM CHG	800	915	114%	800	854	107%
MISCELLANEOUS INCOME	-	77,584	0%	-	516	0%
FUND BALANCE DECREASE (INCREASE)	1,039,304	952,695	92%	1,061,993	973,494	92%
TOTAL REVENUES	$ 48,708,104	$ 45,492,914	93%	$ 46,543,793	$ 43,495,165	93%

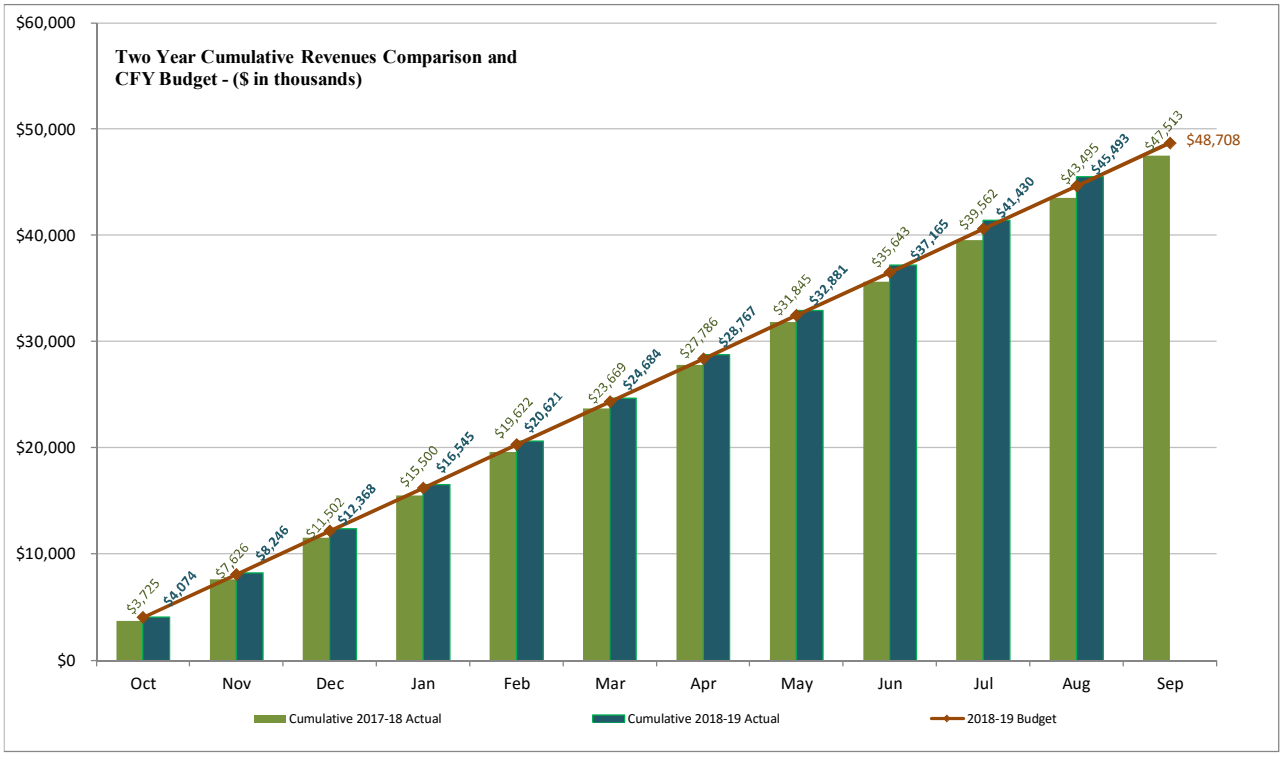
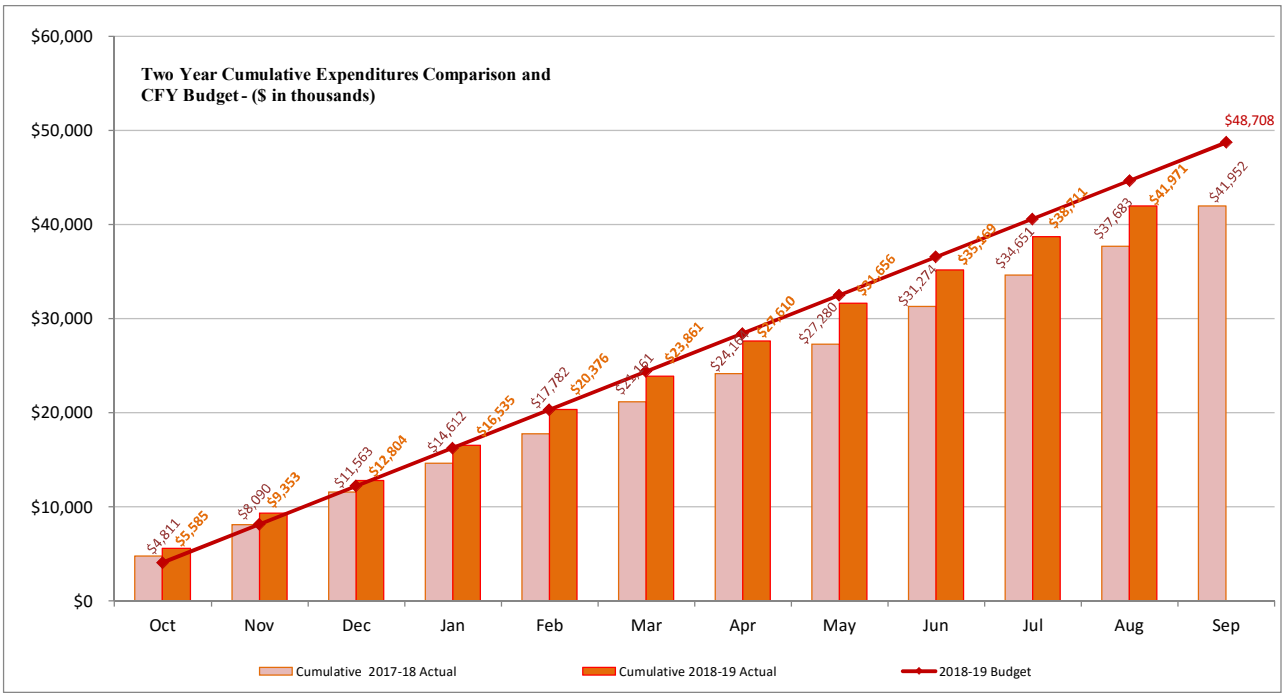


EXHIBIT D

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended August 31, 2019 (92% of Fiscal Year)

EXPENDITURES						
ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE EXPENDED	FY 2018-19 TO DATE % EXPENDED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE EXPENDED	FY 2017-18 TO DATE % EXPENDED
WATER DISTRIBUTION	$ 1,958,189	$ 1,580,115	81%	$ 1,946,158	$ 1,685,409	87%
PUBLIC WATER TREATMENT	6,683,780	5,613,049	84%	6,009,493	4,660,517	78%
METER READING & SERVICES	1,324,231	1,093,615	83%	1,284,678	1,070,368	83%
WASTEWATER COLLECTION	1,620,043	1,369,510	85%	1,674,357	1,301,327	78%
WASTEWATER PUMPING STATNS	2,861,825	2,274,998	79%	2,810,391	2,064,563	73%
SEWAGE TREATMENT	4,856,000	3,664,359	75%	4,550,000	3,478,308	76%
WATER QUALITY	644,646	495,970	77%	642,397	532,533	83%
UTILITY ADMINISTRATION	17,818,261	15,730,745	88%	17,046,237	15,282,207	90%
UTILITES ENGINEERING	1,523,222	1,280,000	84%	1,478,276	1,272,568	86%
STORMWATER MAINTENANCE	1,255,446	948,880	76%	1,148,994	930,380	81%
CUSTOMER RELATIONS	1,175,261	1,045,840	89%	1,226,307	1,089,049	89%
DEBT SERVICE	6,987,200	6,874,133	98%	6,726,505	6,165,857	92%
Total Expenditures	$ 48,708,104	$ 41,971,214	86%	$ 46,543,793	$ 39,533,086	85%



CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Approve utilizing the Village of Wellington Contract No. 024-16/DZ with Professional Tennis Court Services for tennis court maintenance under the same scope, specification, terms, conditions, and price per tennis court totaling $78,741.48 annually based on the seventeen (17) above ground tennis courts for a one-year term starting October 1, 2019.

EXPLANATION OF REQUEST:
In order to maintain and present attractive tennis court facilities to the public, Recreation and Parks is requesting an agreement for tennis court maintenance for a period of one year, October 1, 2019 through September 30, 2020. The City of Boynton Beach has the same type tennis courts as the Village of Wellington and has the same maintenance requirements.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Maintaining the seventeen (17) above ground tennis courts will reduce the costs associated with repairs and enhance the overall image of the tennis court facilities.

FISCAL IMPACT: Budgeted The $78,741.48 annual expense has been included in Contractual Services Account No. 001-2710-572-4917.

ALTERNATIVES: Not maintaining the seventeen (17) above ground tennis courts will result in a gradual deterioration of the tennis court facilities.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving utiliting Village of Wellington for Tennis Court Maintenance
Agreement	Agreement with K & B for tennis court maintenance
Addendum	Wellington -Prof Tennis Court ServicesPiggyback Contract Confirmation 8-1-19
Addendum	Notice of Award - Prof Tennis Court Services 101216
Addendum	Agreement - ProTennisCourtServices 101116
Addendum	Tennis Maintenance RFP

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH K & B MAINTENANCE SERVICES, LLC., d/b/a PROFESSIONAL TENNIS COURT SERVICES, UTILIZING THE VILLAGE OF WELLINGTON AGREEMENT PURSUANT TO RFP NO. 024-16/DZ IN THE AMOUNT OF $78,741.48 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Recreation and Parks Department is requesting to enter into an Agreement with K & B Maintenance Services, LLC., d/b/a Professional Tennis Court Services in order to maintain and present attractive tennis court facilities to the public; and

WHEREAS, maintaining the seventeen (17) above ground tennis courts will reduce the costs associated with repairs and enhance the overall image of the tennis court facilities; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign an Agreement with K & B Maintenance Services, LLC d/b/a Professional Tennis Court Services for tennis court maintenance utilizing Village of Wellington Agreement based on RFP 024-16/DZ in an annual amount of $78,741.48.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the City Manager to sign an Agreement with K & B Maintenance Services,

LLC d/b/a Professional Tennis Court Services for tennis court maintenance utilizing Village of Wellington Agreement based on RFP 024-16/DZ in an annual amount of $78,741.48, a copy of which is attached hereto as Exhibit "A"

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

AGREEMENT FOR TENNIS COURT MAINTENANCE SERVICES

This Agreement is made as of this ____ day of _____, 2019 by and between K & B MAINTENANCE SERVICES, LLC, d/b/a PROFESSIONAL TENNIS COURT SERVICES, a Florida Limited Liability Corporation with a principal address of 17183 60th Lane, Loxahatchee, FL 33470 ("K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES"), 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, in order to maintain and present attractive tennis court facilities to the public, Recreation and Parks Department is requesting the City enter into an Agreement with K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES to perform tennis court maintenance. Maintaining the seventten (17) above ground tennis courts will reduce the costs associated with repairs and enhance the overall image of the tennis court facilities; and

WHEREAS, K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES, has agreed to allow the City to piggy-back the Village of Wellington Agreement pursuant to RFP No. 024-16/DZ to provide tennis court maintenance services in the amount of $78,741.48 annually based on the seventeen (17) above ground tennis courts for a one year term commencing October 1, 2019; and

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

AGREEMENT

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

Section 2. The City and K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES agree that K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES shall provide tennis court maintenance services in the amount of $78,741.48 annually based on the seventeen (17) above ground tennis courts for a one year term commencing October 1, 2019, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

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

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

City: Lori LaVerriere, City Manager
City of Boynton Beach
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

C. The following terms and conditions are hereby incorporated into the 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.

Section 3. In the event that the Village of Wellington Contract is amended, or terminated, K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES shall notify the City within ten (10) days. In the event the Village of Wellington 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. K & B MAINTENANCE SERVICES, LLC D/B/A PROFESSIONAL TENNIS COURT SERVICES 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 Village of Wellington 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

_____
City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

WITNESSES:

K & B MAINTENANCE SERVICES, LLC.
d/b/a Professional Tennis Court Services

_____ BY:_____
Print Name:

_____ Title: _____

ATTEST:

_____
SECRETARY

EXHIBIT A

AGREEMENT BETWEEN VILLAGE OF WELLINGTON AND K & B MAINTENANCE SERVICES d/b/a PROFESSIONAL TENNIS COURT SERVICES

The City of Boynton Beach

Boynton Beach, Florida [illegible] (561) 742-6316
FAX (561) 742-6316

August 1, 2019

REF: **The Village of Wellington Contract #024-16/DZ – Tennis Court Maintenance Services**

Agreement between the City of Boynton Beach and **Professional Tennis Court Services:**

CONTRACT TERM: ***OCTOBER 1, 2019 – SEPTEMBER 30, 2020***

✓ Yes, I agree to extend the Village of Wellington's contract for Tennis Court Maintenance Services to the City of Boynton Beach under the same terms, conditions, and modified price of $78,741.48 annually based on the Seventeen (17) above ground tennis courts for a one-year term starting on October 1, 2019.

____ No, I do not wish to extend the City of Boynton Beach the same terms, conditions, and pricing for the following reason(s)

_____

_____

Professional Tennis Court Services
NAME OF COMPANY

[signature]
SIGNATURE

Bradley Simms
NAME OF REPRESENTATIVE
(please print)

Owner
TITLE

8/1/19
DATE

561-436-1248
(AREA CODE) TELEPHONE NUMBER

bradptcs@gmail.com
E-MAIL

Council
Anne Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman

Manager
Paul Schofield

October 12, 2016

NOTICE OF AWARD

Pursuant to Wellington, Notice is provided as follows:

Request For Proposal (RFP# 024-16/DZ) dated July 31, 2016 – **Tennis Court Maintenance**

On September 27, 2016, Wellington awarded the referenced contract to:

K&B Maintenance Services, LLC dba Professional Tennis Court Services.

AGREEMENT FOR TENNIS COURT MAINTENANCE SERVICES

THIS AGREEMENT is made this 11TH day of OCTOBER, 2016, by and between the Village of Wellington, a municipal corporation (hereinafter referred to as "WELLINGTON"), whose address is 12300 Forest Hill Boulevard, Wellington, Florida 33414 and K & B Maintenance Services, LLC dba Professional Tennis Court Services whose address is 17183 60th Lane, Loxahatchee, FL 33470, a limited liability company authorized to do business in the State of Florida (hereinafter referred to as "VENDOR").

WHEREAS, WELLINGTON is in need of a vendor to fulfill its need for Tennis Court Maintenance Services; and

WHEREAS, The Village of Wellington, Purchasing Department, through its Request For Proposal process (RFP) to obtain the services of K & B Maintenance Services, LLC dba Professional Tennis Court Services to provide tennis court maintenance services pursuant to RFP # 024-16/DZ.; and

WHEREAS, Vendor represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **VENDOR's Proposal.** In accordance with the terms and conditions in the Specifications and RFP Documents, the VENDOR shall supply the goods and services as stated in its proposal to WELLINGTON (hereinafter referred to as "Project"). The VENDOR's proposal is attached hereto as **Exhibit "A"** and is hereby expressly made a part of this Agreement as if fully set forth herein. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by WELLINGTON and upon written notice from WELLINGTON to proceed or, if this Agreement is for goods only, upon the issuance of a purchase order by WELLINGTON.

4. **Conflict of Terms and Conditions.** Conflicts between documents shall be resolved in the following order of precedence:

    a. This Agreement
    b. **Exhibit "A"** (Vendor Proposal)

5. **Compensation to VENDOR**. Payments by WELLINGTON to the VENDOR under this Agreement shall not exceed pricing per K & B Maintenance Services, LLC dba Professional Tennis Court Services submittal dated August 29, 2016. All pricing

under this Agreement shall be in accordance with the Specifications and Bid Documents and VENDOR's Proposal. The monthly price or $8,193.97 will be in writing and set forth a specific Scope of Services, and shall be approved by the Village Designee for the Village of Wellington. VENDOR shall submit invoices to WELLINGTON for review and approval by WELLINGTON's representative, indicating that goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment.

6. **Term.** This Agreement and the provisions of all services are for a 3 year term with the option to renew for 2 additional one-year terms. This Agreement and any extensions thereof are subject to annual appropriations by WELLINGTON, and this Agreement is subject to fiscal year funding by WELLINGTON.

   Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, ninety days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

   Wellington reserves the right to accept or reject any price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract may be extended by Wellington, 90 days beyond the contract expiration date, if needed.

7. **Insurance.** VENDOR shall obtain and maintain during the term of this Agreement all insurance as is required by the Specifications and Proposal Documents within the Wellington ITB #024-16/DZ (Page 8) with the Village of Wellington named as an additional insured.

9. **Personnel.** VENDOR agrees to supply to WELLINGTON adequate personnel to provide timely completion of all goods and services and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pay such liquidated damages as are provided for in the Specifications and Bid Documents, if any. Wellington reserves the right to set-off any contract amounts due Vendor for failure of Vendor to comply with the terms and conditions herein. Should Wellington set-off under this Agreement, it shall not be considered in default under this Agreement.

10. **Indemnification.** VENDOR agrees to indemnify and hold harmless WELLINGTON, its officers, and employees from any and all liabilities, damages, losses, suits, actions, claims, and/or matters, including costs and reasonable attorney's fees, to the extent caused by the negligence, gross negligence, or intentionally wrongful conduct of VENDOR and any other persons or entities employed or utilized by VENDOR in performance of this Agreement, the Project,

employed or utilized by VENDOR in performance of this Agreement, the Project, and the Specifications and Bid Documents. Nothing contained in this provision shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in Section 768.28, Fla. Stat.

11. **Compliance with law.** In performance of its obligations hereunder, VENDOR agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards and directives whether state or federal or local.

12. **Taxes.** The parties to this Agreement understand that WELLINGTON is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.

13. **Termination.** In addition to any other termination provisions found in the Specifications and Bid Documents, (RFP #024-16/DZ) this Agreement may be terminated by VENDOR upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination provisions found in the Specifications and Bid Documents, (RFP #024-16/DZ) this Agreement may be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for work, services, materials and products rendered to WELLINGTON'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by WELLINGTON, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits or any other claim for damages from a termination by WELLINGTON.

14. **Force Majeure.** Neither WELLINGTON nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

    Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party

15. **Applicable law and venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.

16. **Construing the Agreement.** This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

17. **Binding effect.** This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

18. **Nondiscrimination.** VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

19. **Waiver.** A waiver by either WELLINGTON or VENDOR of any breach of this Agreement 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. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.

20. **Severability.** The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rending any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

    The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

21. **Entire Agreement.** WELLINGTON and VENDOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions

contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

22. **Amendments.** This Agreement may not be modified unless such modifications are evidenced in writing, signed by both WELLINGTON and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.

23. **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Contract is subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

24. **Public Records. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RACHEL CALLOVI AT 561-791-4000, RCALLOVI@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

25. **Conflict of Interest.** This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The VENDOR's completed Conflict of Interest Statement shall be attached hereto and incorporated herein as **Exhibit "B"**. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

26. **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to WELLINGTON:	As to VENDOR:
Village of Wellington 12300 Forest Hill Blvd. Wellington, FL 33414 Attn: Purchasing Director	Professional Tennis Court Services 17183 60th Lane Loxahatchee, FL 33470 Attn: Bradley Simms

Notices shall be effective when received at the addresses as specified above. Changes in respective addresses to which such notice is to be directed may be

made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

IN WITNESS WHEREOF, WELLINGTON and VENDOR have executed this Agreement all as of the day and year first above written.

ATTEST:

By: _____
Rachel Callovi, Wellington's Clerk

VILLAGE OF WELLINGTON, FLORIDA

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(SEAL)

By: _____
Laurie Cohen, Attorney for Wellington

WITNESS:

Alexandra Simms

Alexandra Simms
Print Name

VENDOR: K & B Maintenance Services, LLC dba Professional Tennis Court Services

By: _____
Signature

Bradley Simms, Owner
Print Name, Title

(CORPORATE SEAL)

Monday through Sunday Mornings before 8:00am.

- Groom 21 Hydro Grid Tennis Courts for morning play using a tow behind brush, tow behind steel brush, or tow behind rake to be determined by the condition of the courts.
- Brush Har-Tru off of the court lines.
- Check for any high lines and repair as necessary.
- Inspect/secure wind screens, nets, center straps, lines, tapes/nails and walkways in the area.
- Adjust tennis nets to proper heights.
- Wipe moisture from all nets, benches, tables, and water fountains on courts.
- Clean all benches and chairs in the court area.
- Remove all trash from cans in tennis area.
- Blow of all canopy pads, sidewalks, and patios around tennis center.
- Determine playability of courts and notify tennis office of these conditions.

Monday through Friday Afternoons.

- Groom 21 Hydro Grid Tennis Courts for play using a tow behind brush, tow behind steel brush, or tow behind rake to be determined by the condition of the courts.
- Brush Har-Tru off of the court lines.
- Check for any high lines and repair as necessary.
- Inspect/secure wind screens, nets, center straps, lines, tapes/nails and walkways in the area.
- Adjust tennis nets to proper heights.
- Correct any "dead spots", damage to court.
- Remove debris, weeds, etc. using a hand lute to maintain the cleanliness of the courts and surroundings.
- Add Har-Tru material, with hand lute, as needed to maintain the planarity of the courts.
- Remove all trash from cans in tennis area.
- Blow of all canopy pads, sidewalks, and patios around tennis center.
- Determine playability of courts and notify tennis office of these conditions.
- Clean and maintain Tread Blasters.

Weekly (or more often, if needed)

- Clean surface under the nets and around the canopy with a hand lute.
- Monitor court irrigation for proper moisture ration and adjust/repair and clean court irrigation filters as necessary.
- Treat courts to prevent algae and weed growth.
- Remove and dispose of "dead" Har-Tru material.
- Repair any "dead" spots, divots, low areas, or surface damage.
- Inspect courts for high lines/nails and repair as necessary.
- Inspect and remove any weeds, debris, etc. around outside perimeter of Tennis Courts to maintain proper drainage and cleanliness of Tennis Center.
- Clean interior and exterior of trash receptacles.
- Clean all benches.
- Clean and shine water fountains and ice machine.

Additional Weekly Tasks: The following tasks will require planned designated court closure for proper repairs/cleaning of court surface.

- Spray courts to treat for algae, and scarify court surface with a 24in. powered scarifier to remove algae and hard pan (If needed)
- Scarify court surface with hand lute to remove weeds, debris, etc.
- Add Hydro Blend Har-Tru Material to court surface to maintain proper depth of Har-Tru surface.

Twice per month (or more often, if needed)

- Roll courts.

Monthly (or more often, if needed)

- Remove and dispose of "dead" Har-Tru from courts using hand lute.
- Scarify courts with tow behind scarifier and between lines with 24 inch gas powered scarifier.
- "Top dress" courts with tow behind spreader, if needed.

Annually (Before the start of each season)

- Apply up to one ton of Har-Tru material per court. After application, roll courts.
- Touch up paint on gate latches and hinges up to 60 ounces of paint.
- Sand and paint net posts.

Equipment Requirements: All equipment provided by Professional Tennis Court Services.

- Service cart
- Brutus roller
- All small hand tools, rake, shovel, lute, line sweeper, etc.
- PTCS will supply 21 tons of Har-Tru material each year (1 ton per tennis court per year) additional Har-Tru material as needed for excessive rain, tropical storms, hurricanes, etc. will be supplied at $15.00 a bag (this includes tax and shipping) as needed for courts. (Proposal for extra Har-Tru will be submitted for approval before work is completed)
- PTCS will supply up to 21 tennis net center straps and net anchors per year. (A proposal for any additional tennis net center straps or net anchors will be submitted for approval before installed.)
- Windscreen ties supplied up to 21,000 ties.
- 4,000 ft. (2 rolls) of herring bone tape lines supplied.
- 2 11lb boxes of 3 in. line nails will be supplied.

Provisions:

- During inclement weather scheduled services may not be done for the protection of the service technician. (Inclement weather consists of rain, lightening, thunderstorms, heavy winds over 50 miles an hour, tropical storms, hurricanes.) If service is canceled due to inclement weather it will resume on the next scheduled service time.
- During and after inclement weather scheduled service may not be done to protect the courts from damage. If courts are wet VENDOR has the authority to determine if service can be completed on the courts to protect from damage.
- All Har-Tru will be supplied as needed due to lack of dry storage.
- All Tennis Nets, Net Center Straps, Net Anchors, etc. will be supplied as needed due to lack of security.

HURRICANE/NAMED-STORM

We are not responsible for any hurricane/named storm preparations before a storm or any damage to the facility and replacement of windscreens, benches, etc. after a storm.

Repairs will be assessed and a proposal will be submitted for approval to perform the repairs for damages.

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting all goods and services for the Tennis Court Maintenance Services, the undersigned proposes the following to the Village of Wellington:

Bradley Simms **(proposer's legal name)** certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s): U-22133.

***Monthly Price:** $7,693.97

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

$ 92,327.64

Authorized Representative's Signature

9/13/16
Date

Bradley Simms
Name:

Owner
Position:

I have carefully examined the Request for Proposal, General Information, Specifications and any other documents accompanying or made a part of this Request for Proposal.

hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 180 days in order to allow the Village of Wellington adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Wellington or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

K+B Maintenance Services LLC, DBA Professional Tennis Court Services
Name of Business

By:

Signature

Bradley Simms, Owner
Name & Title, Typed or Printed

17183 60th Ln N
Mailing Address

Loxahatchee, FL 33470
City, State, Zip Code

(561) 436-1248 bradptcs@gmail.com
Telephone Number Email Address

(561) 792-3955
Facsimile Number

Sworn to and subscribed before me
This 29th day of
August, 2016

Karey Sullivan
Notary Public

State of Florida

KAREY SULLIVAN
MY COMMISSION # FF959962
EXPIRES April 03, 2020
(407) 398-0153 FloridaNotaryService.com

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

[X] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[X] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[X] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[X] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[X] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

[X] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

K & B Maintenance Services, LLC DBA Professional Tennis Court Services
COMPANY NAME

AUTHORIZED SIGNATURE

Was checked in error.
Bradley Simms
9/29/16

Bradley Simms
NAME (PRINT OR TYPE)

Owner
TITLE

PROFE-1 OP ID: LYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2016

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).

PRODUCER Abacoa Insurance Group - PBG 4500 PGA Blvd, Suite 202 Palm Beach Gardens, FL 33418 Ramon Madrigal	CONTACT NAME: Alexandra Simms PHONE (A/C, No, Ext): 561-859-1157 FAX (A/C, No): 561-792-3955 E-MAIL ADDRESS: alexptcs@gmail.com
INSURED K&B Maintenance Services LLC, dba Professional Tennis Court Services 17183 60th Lane North Loxahatchee, FL 33470	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Essex Insurance Company — 39020 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		GL-39618-1	03/23/2016	03/23/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Certificate Holder is listed as Additional Insured with respects to the General Liability.

CERTIFICATE HOLDER

Village of Wellington
c/o Insurance Tracking Service Inc. (ITS)
Po Box 20270
Long Beach, CA 90801

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
Ramon Madrigal

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PROFF-1 OP ID: LG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2016

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).

PRODUCER ARDEN INSURANCE ASSOCIATES 525 W. LANTANA RD. LANTANA, FL 33462-1625 KENN NORBERG	CONTACT NAME: KENN NORBERG PHONE (A/C, No, Ext): 561-582-4101 FAX (A/C, No): 561-586-8061 E-MAIL ADDRESS: knorberg@ardeninsurance.com
INSURED PROFFESSIONAL TENNIS COURT SER K & B MAINTENANCE SERVICES LLC 17183 60 LANE N LOXAHATCHEE, FL 33470	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : TECHNOLOGY INSURANCE CO — 39071 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3359493	06/16/2016	06/16/2017	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

TENNIS COURT REPAIR SERVICE

CERTIFICATE HOLDER

WELLI11

VILLAGE OF WELLINGTON
c/o INSURANCE TRACKING
P.O. BOX 20270
LONG BEACH, FL 90801

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

Kenn Norberg

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

K & B MAINTENANCE SERVICES LLC

Filing Information

Document Number	L11000002527
FEI/EIN Number	27-4559439
Date Filed	01/06/2011
State	FL
Status	ACTIVE

Principal Address

17183 60 LANE N
LOXAHATCHEE, FL 33470

Mailing Address

17183 60 LANE N
LOXAHATCHEE, FL 33470

Registered Agent Name & Address

MICHAEL J MCGOEY CPA INC
639 EAST OCEAN AVENUE
STE 101
BOYNTON BEACH, FL 33435

Authorized Person(s) Detail

Name & Address

Title MGRM

SIMMS, BRADLEY
17183 60 LANE N
LOXAHATCHEE, FL 33470

Title MGRM

SIMMS, KENNETH
9493 MAJESTIC WAY
BOYNTON BEACH, FL 33437

Annual Reports

Report Year	Filed Date

2014	04/22/2014
2015	04/27/2015
2016	01/29/2016

Document Images

01/29/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
03/19/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

PROFESSIONAL TENNIS COURT SERVICES

Filing Information

Registration Number	G11000006908
Status	ACTIVE
Filed Date	01/15/2011
Expiration Date	12/31/2021
Current Owners	1
County	MULTIPLE
Total Pages	2
Events Filed	1
FEI/EIN Number	20-5165104

Mailing Address

17183 60TH LANE N
LOXAHATCHEE, FL 33470

Owner Information

K & B MAINTENANCE SERVICES LLC
17183 60TH LANE N
LOXAHATCHEE, FL 33470
FEI/EIN Number: 27-4559439
Document Number: L11000002527

Document Images

01/15/2011 -- Fictitious Name Filing — View image in PDF format

06/11/2016 -- Fictitious Name Renewal Filing — View image in PDF format

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REQUEST FOR PROPOSALS

RFP# 024-16/DZ
Tennis Court Maintenance Services

12300 Forest Hill Boulevard
Wellington, FL 33414

PURCHASING DIVISION
561-791-4107
FAX 561-904-5817

LEGAL NOTICE

REQUEST FOR PROPOSALS (RFP# 024-16/DZ)

Wellington Council is accepting sealed proposals from qualified firms to provide Tennis Court Maintenance Services at the Village of Wellington's Tennis Complex.

PROPOSAL SUBMISSION

Proposals, one original, five copies and one electronic copy (CD or flashdrive) will be received by sealed envelope in the Wellington City Hall Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414 on or before **August 31, 2016 at 10:00am Local Time** at which time they will be opened and read. Proposals received after this time will not be considered and no time extensions will be permitted. Receipt of a response by any Wellington office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. Please clearly mark proposals:

Tennis Court Maintenance Services– RFP#024-16/DZ

Copies of this Proposal Document may be obtained via Onvia at www.demandstar.com or by visiting our website, http://wellingtonfl.gov or by contacting Danielle Zembrzuski in the Purchasing Department at (561) 791-4107, dzembrzuski@wellingtonfl.gov beginning on **July 31, 2016.**

OPTIONAL PRE-PROPOSAL MEETING:

An Optional Pre-Proposal Meeting will be held on **August 15, 2016 at 1:30 pm Local Time** at the Wellington Tennis Complex located at 3100 Lyons Road, Wellington, Florida 33414**.**

EVALUATION COMMITTEE:

An Evaluation Committee meeting will be held at a date and time to be determined at the Wellington City Hall building located at 12300 Forest Hill Boulevard, Wellington, FL 33414.

FOR INFORMATION

For information on this Request for Proposal, contact Danielle Zembrzuski in the Purchasing Division, (561) 791-4107.

ACCEPTANCE AND REJECTIONS

When it is in its best interest, Wellington reserves the right to reject any or all proposals with or without cause; to cancel the RFP and re-solicit the services; to waive any or all irregularities with regard to the specifications; and to make the award to the firm offering the greatest advantage to the Wellington.

TENNIS COURT MAINTENANCE SERVICES

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TENNIS COURT MAINTENANCE SERVICES

TIMELINE

1. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE	LOCATION
Request for proposals (RFP) Advertised	N/A	July 31, 2016	Palm Beach Post; Demandstar.com;
Pre-Proposal Meeting (Optional)	1:30pm Local Time Local Time	August 15, 2016	3100 Lyons Road. Wellington, FL 33414
Number of Proposal Copies Including Original	1 original & 5 Copies and 1 electronic (pdf) copy (CD or flashdrive)	N/A	Delivered to Wellington Clerk's Office
Questions from Proposers to Warrant Response/Addendum	06:00 p.m. local time	August 22, 2016	Demandstar.com for final Response/Addendum
Bids Received By – (Deadline & Opening)	10:00 am Local Time	August 31, 2016	Wellington Clerk's Office 12300 Forest Hill Blvd, Wellington, FL 33414
Evaluation Committee Meeting	TBD	TBD	Wellington City Hall 12300 Forest Hill Blvd, Wellington, FL 33414
Posted Notice of Intended Award	Tentative	TBD	Clerk's Office & Demandstar.com & Wellington Website
Contract Award by Village Council	Tentative	TBD	N/A

* Dates above are subject to change based on the number of respondents, availability of the members, or other unforeseen circumstances.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

Notice is hereby given that Request for Proposal submittal packages will be received until **August 31, 2016 at 10:00 AM Local Time**. Mail or deliver all proposals to Clerk's Office, 12300 Forest Hill Blvd., Wellington, Florida 33414. All submittals must be clearly marked on the outside **RFP # 024-16/DZ – Tennis Court Maintenance Services.** Any proposer desiring to provide the required services should submit one (1) original signed in ink, five (5) copies and ONE (1) ELECTRONIC PDF COPY (CD or flashdrive) of the RFP Submittal Package including all Requests for Proposal documents as required by RFP #024-16/DZ. Proposals must be completely filled in, signed, sealed, and returned to the Clerk's office on or before the specified time and date.

It is the sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Office on or before the closing date and time. Wellington shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, e-mail or facsimile shall not be accepted.

Proposers shall not be allowed to modify their Proposals after the opening time and date.

For information concerning this proposal, please contact:

Danielle Zembrzuski – Purchasing Department
Phone: 561-791-4107
Fax: 561-904-5817
dzembrzuski@wellingtonfl.gov

2. TERM OF CONTRACT

The term of the contract shall be for three (3) year from the date of award, and by mutual agreement Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriate funds), not to exceed a maximum of five (5) years.

Annual renewals will be based upon mutual agreement between Wellington and the vendor, and by incorporating the same terms and conditions. Renewals will be by written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will be generally provided about 90 days prior to the expiration date of the contract. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials or fuel costs throughout the initial term of the contract.

Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual unit cost to the Purchasing Division in writing, ninety days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) will extend such prices.

Wellington reserves the right to accept or reject any price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract may be extended by Wellington, 90 days beyond the contract expiration date, if needed.

The awarded proposer shall be in default of any conditional award if any of the required documents are not submitted in a timely manner and in the form required by Wellington. If the proposer is in default, Wellington, through its designated Purchasing Agent, will void its acceptance of the proposer's offer and may determine to select the next most responsive, responsible proposer or re-solicit RFPs. Wellington, at its sole option, may seek monetary restitution from the defaulting proposer because of damages or excess costs sustained and/or may prohibit the proposer from submitting future bids/proposals for a period of one year.

Wellington shall not be responsible for any costs incurred by the proposer in preparation of a proposal and/or the pursuit of an award or the costs incurred by a proposer in protest of a Notice of Intent to Award a contract or Award of Contract made by Wellington.

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

The successful proposer warrants that the services provided to Wellington shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the successful proposer responsible for same.

4. LIABILITY, INSURANCE, LICENSES, PERMITS:

Where the successful proposer is required to enter or go onto Wellington property to deliver goods, materials, or perform work or services as a result of an RFP award, the successful proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Local, Palm Beach County and Wellington ordinances, orders, codes, laws, rules, regulations, directives, and guidelines. The successful proposer shall be liable for any damages or loss to Wellington occasioned by negligence of the successful proposer (or agent) or any person the successful proposer has designated in the completion of the contract as a result of the proposal of this RFP.

5. CERTIFICATE OF INSURANCE:

The successful proposer(s) will submit to the Village current certificate(s) of insurance in the amount specified in Section 11 of the RFP.

6. DEFAULT/FAILURE TO PERFORM:

Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful proposer to accept the award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) Wellington will notify the successful proposer (3) days (Fridays, Saturdays, Sundays and Holidays excluded) to remedy the default. Failure on the successful proposer's part to correct the default within the required three (3) days shall result in the contract being terminated and upon Wellington notifying in writing the successful proposer of its intentions and the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin the work under this contract within the time specified.
- Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the contract.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful proposer incapable of performing the work in accordance with and as required by the contract.

- Failure to comply with any of the terms of the contract in any material respect.
- Failure to pay subcontractors or others pursuant to work done under this contract.

In the event of default of a contract, the successful proposer shall pay the entire Wellington's attorney's fees and court costs incurred in collecting any damages. The successful proposer shall pay Wellington for any and all costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. To the extent of a conflict with this provision and the contract the successful proposer enters into the terms and conditions of the contract shall control.

7. CANCELLATION:

Wellington reserves the right to cancel the contract by written notice to the successful proposer effective the date specified in the notice, and the following will apply:

- The successful proposer is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. In the event the successful proposer is found to be in default, the successful proposer will be paid for all labor and materials provided to the satisfaction of Wellington as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract. The successful proposer waives any claims to the same.
- Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

8. BILLING INSTRUCTIONS-AWARDED FIRM:

Invoices, unless otherwise indicated by Wellington's Finance Department must show purchase order numbers and shall be submitted to Accounts Payable, 12300 Forest Hill Boulevard, Wellington, FL 33414. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time. All invoices for fees or other compensation shall be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

9. APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between Wellington and the successful proposer, and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

10. LEGAL REQUIREMENTS:

Federal, State, County, local and Wellington laws, ordinances, orders, rules, regulations, guidelines, and directives that in any manner affect the items covered herein apply. Lack of knowledge by the successful proposer will in no way be a cause for relief from responsibility.

11. INSURANCE:

The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required

certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage
Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies
The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

During the term of the contract, the successful proposer shall procure and maintain liability and Malpractice coverage and provide a copy of the declarations page from current policies for each of the following types and amounts of insurance:

a) Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) for each accident, not less than Five Hundred Thousand Dollars ($500,000) for each disease, and not less than Five Hundred Thousand Dollars ($500,000) aggregate.
b) General Liability Insurance with each occurrence limits of not less than One Million Dollars ($1,000,000), personal injury and advertising injury liability of not less than One Million Dollars ($1,000,000) and general aggregate of not less than One Million Dollars ($1,000,000)..
c) Hired and Non-Hired Vehicles with limits of not less than One Million Dollars ($1,000,000) per claim.

The firm must agree to the terms and conditions and if awarded the contract will agree to provide evidence of required limits on a Certificate of Insurance.

12. RECORDS AND AUDITS:

Successful proposer shall maintain, during the term of the contract, all books of account, receipt invoices, reports, and records in accordance with generally accepted accounting practices and standards (GAAP). The successful proposer shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

13. DUTY TO UPDATE RECORDS:

It shall be the responsibility of any firm contracted by Wellington for any Type(s) of Work to notify Wellington promptly of any substantive amendment to the information provided in this Request for Proposal package submittal, as well as to update that information on an annual basis.

14. DISPUTES:

A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity that does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than $1,000 nor more than $10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

15. LEGAL REQUIREMENTS:

Federal, State, County and Wellington laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

16. PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. CONFLICT OF INTEREST AND CODE OF ETHICS:

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached . The Bidder's duty to disclose is of a continuing nature and any conflict of

interest shall be immediately brought to the attention of WELLINGTON.

18. FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this proposal becomes the property of Wellington. Proposals may be reviewed by any person thirty (30) days after the public opening or after Notice of Intent to Award has been issued whichever occurs first. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RACHEL CALLOVI AT 561-791-4000, RCALLOVI@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

19. TIED PROPOSALS:

If, after application of the Local Preference, or in instances where the Local Preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

a. Delivery time – time for performance, if provided in the bid or proposal.

b. Certification of a "Drug-Free Workplace Program" which meets the criteria established in F.S., Section 287.087.

If application of the above criteria does not resolve the tie, the award will be given to the bidder or proposer whose bid was received earliest by Wellington, and as indicated by the time clock stamp impressed upon the bid or proposal.

20. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

21. LOBBYING/CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the

protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

22. INQUIRIES/REQUEST FOR CLARIFICATION:

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to Danielle Zembrzuski, Wellington Purchasing Department, as provided in the advertisement/Request for Proposal. Questions received after **August 22, 2016 at 6:00 PM Local Time** may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums and request for clarifications will be posted on www.demandstar.com. Demandstar will automatically notify all plan holders of any inquiries, addendums and request for clarifications once posted by Wellington.

23. LOCAL PREFERENCE POLICY:

The Evaluation Committee will take into consideration when making their recommendation the proposer's business location and award additional points to local businesses in accordance with the Wellington's Local Preference Policy found in Chapter 9 of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes: (A) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary; (B) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

24. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

25. EVALUATION OF WRITTEN PROPOSALS:

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. Scoring proposals are based on a point total and not a percentage.

Awards shall be made to firms who are the most responsive and responsible and whose proposals are determined to be the most advantageous to Wellington. Proposals will be evaluated based on the criteria listed below:

Criteria	**Points**
1. Qualifications and Experience of the Firm	35
2. Technical Approach and Methodology	30
3. Fees to Perform Services	35
Total	**100**

Each Selection Committee member will convert the Maximum Available Point score (cardinal number) for each proposer into an ordinal number designating the ranking (as first, second, or third of each proposer). For example:

Cardinal Number	Ordinal Number
100	1
95	2
92	3
91	4
86	5

The ordinal scores from each Selection Committee member for each proposer, will be added together to calculate a total ordinal score. The proposer with the lowest total ordinal score will be ranked highest for award preference. The proposer with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all proposers are ranked.

The Selection Committee shall rank and recommend in order of preference firms deemed to be the most responsible and responsive and whose proposals are the most advantageous to Wellington after consideration of the written proposal criteria described above.

26. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible, responsive and qualified proposals. Prospective contractors shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified contractor whose proposal has been determined to be the most advantageous to Wellington per the evaluation criteria listed below.

A) Qualifications and Experience (Max 35 Points) (Maximum 10 Pages Front and Back - 8 ½" x 11):

At a minimum, the firm shall document or provide the following:

- Company Background, including number of years the company has been in existence; the number of years the company has been involved in tennis court maintenance services; principals of the company and firm's team members.
- Firm's experience, history and expertise in tennis court maintenance services.
- Firm must provide evidence of tennis court maintenance services for 16 subsurface watering HarTru courts with in the last three (3) years
- Supervisory personnel used to oversee the required maintenance shall have a minimum of three (3) years of experience in maintaining subsurface watering HarTru tennis court.
- Provide a maximum of four similar references (form attached) during the past three (3) years where consultant has provided tennis court maintenance services.

B) Technical Approach and Methodology (Max 30 Points) (Maximum 10 Pages Front and Back - 8 ½" x 11):

- The proposer shall clearly provide the approach that will be used in providing the services described in Section 28 "Scope of Services"
- The proposer shall provide a list of equipment that is available to perform the services included within the Scope of Services. Proposer shall provide and store equipment on-site (carts, rollers, material, etc)
- The proposer shall identify all subcontractors, if any, the proposer plans to utilize in the provision of all services under this RFP.

C) Fees to Perform Services for Wellington (Max 35 Points)

- The proposer shall complete Pricing Form included as part of the RFP.

Upon completion of the technical criteria evaluation, the selection committee shall rank and recommend in order of preference firms deemed to be the most responsible and responsive and whose proposals are determined to be the most advantageous to Wellington based upon the criteria set forth above. If Wellington is unable to negotiate a contract with

the highest ranked firm, negotiations will begin with the next highest ranked firm and so on until a contract is successfully negotiated.

The selection committee may choose to conduct interview/presentation sessions with short listed firms. In the event that interviews /presentations are required the scores/rankings from the written proposal process shall not be included in the final ranking for award preference. Only the scores from the oral interviews/presentation rankings shall be used. Upon completion of the oral interviews, the selection committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the same criteria used to short list such firms.

Rather than short listing firms, the selection committee reserves the right to by-pass the technical criteria evaluation portion of the RFP and conduct interviews/presentations with all responsive, responsible proposers. Upon completion of the interviews/presentations the selection committee shall score and rank all responsive, responsible proposers to determine which proposal is the most advantageous to Wellington.

27. INSTRUCTIONS FOR SUBMITTING:

Firms shall submit one (1) original and five (5) copies and one (1) PDF electronic copies of the RFP submittal in a sealed envelope plainly marked: **"Attention: Purchasing Office, RFP# 024-16/DZ- Tennis Court Maintenance Services".** The original submittal shall be organized into tabs listed herein and shall be provided in one three ring binder as described in the submittal organization on page 13 of the RFP. Electronic copy (CD) of the original shall be provided along with the original binder. The original submittal and each CD shall have the firm's name, RFP number and title and date clearly displayed on the cover/label.

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by a firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this RFP.

Submittal Organization

Firm(s) shall prepare their proposals using the following format:

One (1) original and five copies and (1) PDF Electronic Copy (CD)

Cover Letter

Table of Contents

Tab #1 – Proposal Checklist and Submittal Form

Tab #2 – Wellington Local Preference Application

Tab #3 – Evidence of Insurance Certification

Tab #4 – Current License(s); PBC Contractors Certificate of Competency

Tab #5 – Qualifications and Experience including references as described in Section 26 (a) of this RFP **(Maximum 10 Pages front and Back 8 ½" x 11)**

Tab #6 – Technical Approach and Methodology as described in Section 26 (b) of this RFP **(Maximum 10 Pages front and Back 8 ½" x 11)**

Tab #7 – Fees to Perform Services for Wellington as described in Section 26 (c) of this RFP

Tab #8 – Proposer's Certification Form

Tab #9 – Conflict of Interest Statement

Tab #10 – Questionnaire

Tab# 11 – Drug Free Workplace form

Tab#12 – Non-Collusion Affidavit

Tab #11 – Acknowledgement of Addendums

28. <u>SCOPE OF SERVCICES/SPECIFICATIONS:</u>

The following are the general specifications covering the maintenance of the 21 subsurface watering HarTru tennis courts at the Village of Wellington's Tennis Complex.

The work outlined herein shall include, but not be limited to, the maintenance tasks and opening procedures listed below.

Contractor agrees to furnish all supervision, labor and equipment as necessary to properly maintain the facility and complete work specified herein. Supervisory personnel used to oversee the required maintenance shall have a minimum of three (3) years of experience in subsurface watering HarTru tennis court maintenance.

Contractor shall implement court maintenance based on industry standards as recommended by HarTru Inc.

No activity shall be carried out in a manner that will disrupt, inconvenience or endanger any tennis participant or spectator. Failure to follow mandated safety practices or guidelines listed herein may result in termination for cause, at the Village's discretion.

The Contractor shall be responsible for restoration of any damages that occur as a result of its operations, including, but not limited to, damage to court surfaces, court irrigation system, damage to any facility equipment or furnishings, improper equipment operation, pavement or paver damage from loading or unloading, fuel spills, and insufficient or improper procedures. At the end of each maintenance day, all walks, drives, road surfaces, and open space areas will be free of any loose materials, trash, and debris.

All personnel shall be required to wear proper attire**.** All personnel shall present a good appearance and maintain a professional code of conduct.

Storage or provision for storage shall be made on site for maintenance equipment or materials.

All work specified herein, unless explicitly excluded, shall be part of the total amount of the proposal.

COURT and FACILITY MAINTENANCE

Full maintenance responsibilities are required each day that the tennis complex is open. Court Maintenance will be conducted in a manner conducive to the tennis complex's programming schedule. Flexibility of maintenance staff is required due to weather conditions and/or matches extending beyond the scheduled times. Schedule will be determined by the Village of Wellington's Tennis Manager or his designee.

DAILY:

Mornings:
Prepare 21 courts for 8 a.m. play.

- Brush court surface with soft bristled broom or steel bristled broom or use steel rake as court conditions mandate.
- Brush lines pushing clay through at the net.
- Check and repair any dangerous/high lines.
- Wipe moisture from the tops of the nets.
- Dry all on court benches and water fountains.
- Use leaf blower to remove material from court aprons, sidewalks, building patios (2), and covered pavilion area by ice machine.

Afternoons:

Court Grooming – will include but is not limited to the following:

- Brush court surface with soft bristled broom or steel bristled broom or use steel rake as court conditions mandate. Alternate direction of brushing on a daily basis.
- Check and repair any dangerous/high lines.
- Check and retie windscreens as needed
- Inspect and repair any surface damage, divots, etc.
- Lute corners and perimeter.
- Lute under net.
- Lute corners and perimeter.
- Lute under net.
- Lute/rake around water fountains and trash receptacles.
- Brush lines pushing clay through at the net.
- Remove all court weeds.
- Report court conditions to tennis staff each visit.

Facility Court Maintenance – will include but is not limited to the following:

- Look for, collect, and dispose of any debris and garbage on the tennis property.
- Empty all garbage receptacles on and off court as needed.
- Garbage and trash will be taken to the dumpster.
- Report any problems (faulty equipment, broken furniture, etc.).

*Building Maintenance to be provided by Wellington

WEEKLY:

A thorough court inspection will be completed by Village personnel with Maintenance Supervisory staff. The following items will be completed based on the results of the inspection:

- Remove dead material.
- Inspect and repair any surface damage.
- Repair divots (lute & redress).
- Repair low areas.
- Thoroughly inspect all lines. Repair/replace nails as needed, making all lines safe for play.
- Heavily scarify with lute entire perimeter, area near and around water fountains, and area below on court benches to remove algae, hard panning, weeds, etc.
- Add hydro blend as needed to maintain 1 inch of green rock.
- Roll courts following the recommendation of the aforementioned industry standards to attain proper compaction and to keep nails and lines safe.
- Irrigation will be observed and problems/issues reported to the Tennis Manager.. The Village of Wellington currently utilizes a sub-surface watering system.
- Perimeter curbing:

    1. Inspect obstructions along court perimeter that may affect surface drainage.
    2. Remove build-up of surface material from top of curbing.
    3. Inspect and report necessary curbing repairs.

ADDITIONAL WEEKLY TASKS:

- Clean top of nets to remove mold/mildew.
- Check nets and set center strap to achieve correct net heights.
- Clean exterior and interior of all facility trash receptacles.
- Wash and clean benches.
- Shine all water fountains.
- Shine ice machine.

Additional Items:

- Maintain the tread blasters.
- Replacement and maintenance of irrigation equipment is the responsibility of the Village.
- Contractor shall purchase and store HarTru material for maintenance of the courts.
- Contractor shall provide all equipment needed to perform the services specified herein.
- Contractor shall store equipment on-site (carts, rollers, material, etc)

PROPOSAL CHECK LIST (TAB# 1)

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

YES___ NO___ 1. Original and five copies and (1) PDF Electronic copy (CD)

YES___ NO____ 2. Cover Letter and Table of Contents

YES___ NO___ 3. Proposal Checklist and Submittal Form

YES___ NO___ 4. Wellington Local Preference Application

YES___ NO___ 5. Evidence of Insurance Certification

YES___ NO___ 6. Current Licenses/Certificates of Authorization etc.

YES___ NO___ 7. Qualifications and Experience including references (form attached)

YES___ NO___ 8. Technical Approach and Methodology

YES___ NO____ 9. Fees to Perform Services

YES____NO___ 10. Proposer's Certification

YES____NO___ 11. Conflict of Interest Form

YES____NO____ 12. Questionnaire

YES____NO____ 13. Drug Free Workplace Form

YES____NO____ 14. Non-Collusion Affidavit

YES___ NO___ 15. Acknowledgment of Addendums

PROPOSAL SUBMITTAL FORM (TAB #1)

To:
Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

_____ agrees to provide
(Vendor)
to Wellington as defined in this RFP in accordance with the requirements of the Specifications and RFP Documents.

The undersigned Proposer has carefully examined the Specifications and Proposal/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and RFP Documents, in the manner prescribed therein and to the standards of quality and performance established by the RFP.

The undersigned agrees to the right of Wellington to hold all Proposals for a period not to exceed (180) days after the date of Proposal opening stated in the RFP.

The undersigned accepts the payment policies specified in the RFP documents.

The undersigned agrees that within fifteen (15) days from the date of acceptance of this Proposal, to execute the agreement and provide the required certificates of insurance.

Dated this_____ day of_____, _____
(Month) (Year)

FIRM OR PARTNERSHIP

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) _____ Fax: (_____) _____

Social Security Number or Taxpayer Identification Number: _____

CORPORATION

By:_____/_____
(Signature) (Print name)

Address: _____

_____

_____

Telephone: (_____) _____ Fax: (_____) _____

Taxpayer (EIN) Identification Number: _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

ADDENDA RECEIPT VERIFICATION

Proposer acknowledges the receipt of Addenda Nos. _____

LOCAL PREFERENCE APPLICATION (TAB#2)

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCUREMENT MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual:

2.12.F (2) Definition of Local Businesses

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within the Village of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

4. If the business has relocated within the last six months, please provide the answers to questions 5-7 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____

Applicants Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

_____

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2014, by _____. He/She is personally known to me or has presented _____ as identification.

_____
(Signature of Notary)

_____
(Print or Stamp Name of Notary)

Notary Public _____ Notary Seal
(State)

Signature of Individual if Sole Proprietor:

_____

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 2014, by _____. He/She is personally known to me or has presented _____ as identification. (Type of Identification)

_____
(Signature of Notary)

_____
(Print or Stamp Name of Notary)

Notary Public _____ Notary Seal (State)

REFERENCE FORM (TAB #5)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

PRICING FORM (TAB #7)

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting all goods and services for the Tennis Court Maintenance Services, the undersigned proposes the following to the Village of Wellington:

_____ (proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s):_____.

***Monthly Price:**

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

$_____

_____ _____

Authorized Representative's Signature Date

_____ _____

Name: Position:

PROPOSER'S CERTIFICATION (TAB #8)

I have carefully examined the Request for Proposal, General Information, Specifications and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 180 days in order to allow the Village of Wellington adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Village of Wellington or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____
Name of Business

By:

_____
Signature

_____
Name & Title, Typed or Printed

_____
Mailing Address

_____
City, State, Zip Code

(____)_____
Telephone Number Email Address
(____)_____
Facsimile Number

Sworn to and subscribed before me
This_____day of
_____,20____

_____
Notary Public

State of_____

CONFLICT OF INTEREST STATEMENT (TAB#9)

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

[ ] To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

[ ] To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

[ ] To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

[ ] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____

TITLE

QUESTIONNAIRE (TAB #10)

PROJECT: Tennis Court Maintenance Services

OWNER: VILLAGE OF WELLINGTON

PROPOSER:

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The Village of Wellington shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the Village.

C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the Village is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Village of any subsequent agreement between the Village and the proposer.

D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Danielle Zembrzuski (561) 791-4107.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

_____

Official Representative: _____

Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:
When Incorporated: _____

In what State: _____

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors: _____

_____

_____

If a Partnership or LLC:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name	Address

1._____

2._____

3._____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business:____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

   Yes ( ) No ( )

   If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have)_____(have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits

   B. List all judgments from lawsuits in the last five years:

   C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). Please also include a list of any clients within the boundaries of the Village of Wellington that the proposer or its firm has had within the last five (5) years.

The proposer understands that information contained in this Questionnaire will be relied upon by Wellington in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as

may be required by the Village Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Palm Beach Sheriff's Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

*Dated*_____,20__

DRUG FREE WORKPLACE (TAB #11)

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner 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 may 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 must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Contractor’s Signature

NON-COLLUSION AFFIDAVIT (TAB #12)

State of _____

County of_____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to retrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

_____
Name of Bidder

_____
Print name of designated signatory

_____
Signature

_____
Title

On this _____ day of _____, 20___, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.
In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

_____
Signature

Notary Public in and for the State of _____

(Affix Seal Here)

_____
(Name Printed)

Residing at _____

My commission expires _____

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Approve the minutes from City Commission meeting on September 17, 2019.

EXPLANATION OF REQUEST:
The City Commission met on September 17, 2019 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	09-17-2019 Minutes

MINUTES OF THE CITY COMMISSION MEETING
HELD AT THE INTRACOASTAL PARK CLUBHOUSE
2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA
ON TUESDAY SEPTEMBER 17, 2019 AT 6:30 P.M.

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Ty Penserga, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Crystal Gibson, City Clerk

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:30p.m.

Invocation by Reverend Hernandez of St. Vincent Seminary

Pledge of Allegiance to the Flag led by Vice Mayor Justin Katz

Roll Call

City Clerk Gibson called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to add an announcement regarding Feeding South Florida. Vice Mayor Katz, requested a brief discussion about the delegate status for commissioners in regards to associations, indicated this should be under Legal. Commission Romelus asked if today was the last day to use the unused community support funds. Lori LaVerriere, City Manager replied the money does not roll over to the next year. Commissioner Romelus and Vice Mayor requested to walk on Community Support funds.

2. Adoption

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

2. OTHER

A. Conduct Second Public Budget Hearing for FY 2019/2020 Annual Budget.

PROPOSED RESOLUTION NO. R19-093 - Adopt the Final millage rate for the General Fund for Fiscal Year 2019-2020.

Mayor Grant stated the millage rate for the City of Boynton Beach was 7.9.

Mayor Grant opened up for public comments. Seeing none, Public Audience closed.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed.

PROPOSED RESOLUTION NO. R19-094 - Adopt the Final Budget for the General Fund and all other funds for Fiscal Year 2019-2020.

Mayor Grant requested the total for the General Fund and the total budget.

Mara Frederiksen, Director of Financial Services, replied the General Fund is $96.358M, which is 42% of all Funds; the total budget for the City of Boynton Beach is $226M.

Susan Oyer, 140 SE 27 Way, noted there was an unstable political climate. Indicated gas prices will increase because of the attack on Saudi Arabia and wants to make sure there was enough money in the reserve.

Motion

Vice Mayor Katz moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

Attorney Cherof noted this concludes the annual budget and millage adoption process, which included two public budget hearings, the last meeting on September 5, 2019 and September 17, 2019. Attorney Cherof re-announced the millage rate of 7.9%, the millage of 4.75% above the rolled back rate of 7.5418 mils.

B. **PROPOSED RESOLUTION NO. R19-095** - Ratification by City Commission of the Boynton Beach Community Redevelopment Agency (CRA) annual budget for fiscal year 2019-2020.

Motion

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion that unanimously passed.

C. Informational items by Members of the City Commission

Vice Mayor Katz, Commissioner McCray, and Commissioner Penserga did not have any disclosures.

Commissioner Romelus met with Jim Knight and representatives from certain areas in District III. She announced, Walmart is offering a $30 gift card for returning used car seats.

Mayor Grant noted on September 6th he spoke with some seniors from the Community Caring Center at First Presbyterian Church, attended a ribbon cutting in the City of Delray Beach regarding their new trolley system. He also attended a youth summit at St. Paul. On September 8th, he attended a rally to end gun violence. September 9th, he attended a pitch competition over at 1909 with Commissioner Penserga. September 10th, he attended South Tech's Ground Breaking at their new location; he also attended an unveiling of Josh's Benches at JC Park. He spoke with the Umbrella Company, which helps seniors with daily tasks. In addition, he had a meeting with the Veterans of Foreign Wars in regards to their upcoming renaming. September 11th, he spoke at Christ Fellowship for the Firefighter Chiefs' 9/11 memorial. September 12th, he attended a Literacy Luncheon with Lori LaVerriere, City Managerand he was excited about Read for the Record. Attended a grand opening at Phairis Luxury Salon. September 13th, he attended the National Anthem Day at Christa McAuliffe Middle School. September 15th, he went to see *The Peanut Butter Falcon*, with Zack Gottsgen.

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS.

A. Announcement of recent state and national marketing and event awards. Suzanne Neve, Chief Executive Officer of the Florida Festivals and Events Association, will announce the state awards. Eleanor Krusell, Public Communications and Marketing Director announce the National Awards.

Suzanne Neve, Chief Executive Officer of Florida Festivals and Events Association, thanked for the opportunity to present the awards. These awards are the recognition of the City and its residents. The City received 7 SUNsational Awards from the Florida

Festivals & Events Association (FFEA) for its Civic Center Demo Event (3), 4th of July Independence Day 2018 (2) and Brightline Quiet Zones PR/Media Campaign (1). The

City of Boynton Beach also received the "Most Innovative" Award for its "Town Square - Six Events in Six Days" events. She was proud to award the City of Boynton Beach the awards. She congratulated the team for making this a success.

Lori LaVerriere, City Manager, stated this award, the special designation, they can apply, for this award, this award voted on by all the peers in the industry, which is remarkable.

Eleanor Krusell, Public Communications and Marketing Director, noted in addition to the award, they received from FFEA, she wanted to mention the City notified they received three national awards from the City County Communication Marking Association. The City received three national awards from the City-County Communications and Marketing Association (3CMA), a national organization of over 1,000 members. Of the 704 entries submitted and judged, the City received awards for its Calendar; Hoover is Happy Social Media Campaign (Most Creative Activity with Least Dollar Spent) and Civic Center Demo (Special Events - One Time Event). In 2018 the July, for the promotional item and photography, the most innovative award, for its Town Square, voted on by its peers. These pictures posted on the website. The City of Boynton Beach is unique and innovative.

Commissioner Romelus noted that Eleanor personally is great. Congratulated what she is doing for the City of Boynton Beach. Noted Hoover is a hound dog, when there were trains, hoover the dog would howl every time. The City of Boynton Beach has been designated a quiet zone. Commissioner McCray thanked Eleanor for her presents.

B. Announcement by Laura Lansburgh, Marketing Manager, about the City's Baby Safety Expo

Laura Lansburgh, Marketing Manager. Stated one of the hardest count population was children under the age of five, with September being baby safety month, the City is conducting a Baby Safety Expo taking place on Monday, September 23, 2019 at the Schoolhouse Children Museum, which would include; safety checks, kids print identification cards. Participating in the expo would be Healthy Mothers Heathy Babies of Palm Beach County, Florida Department of Highway Safety and Motor Vehicle, Inspire Chiropractic, City of Boynton Beach Fire and Police Departments, Recreation Department, and the Boynton Beach City Library. The expo will feature fun, game, and more. This event created to serve three purposes; to market the 2020 census to the hard to count population of children under five, provide a community service to the residents informing them about safely related issues, hosting the expo at the School House Children Museum would remind the community the museum is open to the public during

the construction. Postcard promotion were issues to local preschools and to Bethesda Hospital as well a City Facilities, they targeted social media as well.

C. Quarterly update by Laura Lansburgh, Marketing Manager, about the City's Census Marketing Efforts over the past quarter.

Census Day is April 1, 2020. A City Team has been working diligently to create awareness of the upcoming Census.

Laura Lansburgh, Marketing Manager, updated and informed the Commission and the community about the City's Census outreach efforts over the past quarter. The City was hosting a count committee for people involved in the community to inform the community about the census, creating a Facebook Live on October 1, and created marketing material which is used for outreach. The postcards are in all the communities. The cards are in three different languages. The postcard drives everyone to the website, the website is ADA friendly. Postcards distributed at preschools and Bethesda Hospital. 100 car decals will be distributed at the Baby Safety Expo, which state "Don't Forget to Count Your Kids" Library computer home screens has a census folder. Library bookmarks districted 50. Funfare Magazine ad directs people to the website. Water quality report and City envelopes included the census logo, more than 20,000 to date. Creating a complete count committee, outreach to local businesses, Facebook Live, census booth at senior center open house, booth at Haitians & Friends United Against Breast Cancer, presentation of GIS Day at St. Joseph Church, I-95 billboards, print projects, Funfare and the 2020 calendar.

Commissioner McCray asked what was the response for the 200 invitations sent out. Ms. Lansburgh replied they have received five RSVPs and with the follow-up email blast going out tomorrow, more will be attending. Ms. Lansburgh provided the names of those who RSVP'd. Commissioner McCray asked why the low turnout. Ms. Lansburgh responded staff are hopeful more people would attend. Lori LaVerriere, City Manager stated the individuals, which RSVP, are representatives of large groups of people. Ms. Lansburgh pointed out they are meeting individually as well as with the committee. Commissioner McCray stated he understood the City Manager, although they reach a large number of individuals, it seems like a very low number and seems like it is not good enthusiasm.

Commissioner Romelus asked if they have the numbers for the last census and requested the response rate from last year.

Vice Mayor Katz inquired if any of the RSVPs were from the Coalition of Clergy. Ms. Lansburgh stated not to her knowledge. Vice Mayor Katz stated the City Manager meets with the Coalition of Clergy on a quarterly basis and believed they are the perfect conduit. He asked if there was an email listing for the Coalition of Clergy, to have at least a representative.

Ms. Krusell responded there was a master email listing and the Coalition of Clergy email addresses were included in a list.

Commissioner McCray stated they need the Coalition of Clergy now; they need to be in partnership with the City.

D. Mayor Steven B. Grant to proclaim September as Deaf Awareness Month in the City of Boynton Beach. Beth Wagmeister, Deaf Advocate, to accept the proclamation.

Mayor Grant proclaimed September as Deaf Awareness Month.

Beth Wagmeister, Deaf Advocate, thanked the Commission and Mayor for the proclamation. The City of Boynton Beach has had 139 employee which has become deaf aware. She again thanked the Commission for being able to do the work she loves, to insure everyone feels safe and secure. Noted there are currently 60 families in Boynton Beach which are deaf

June McMahon, President at Florida Association of the Deaf, Boynton Beach, Florida, noted she is proud to live in the City of Boynton Beach. She stated as a former teacher of the deaf, she appreciates the City involving the deaf community of Boynton Beach.

E. Feeding South Florida, Mobile Food Distribution, September 21, 2019

Mayor Grant announced there would be a mobile food distribution at City of Boynton Beach, Hester Center in Boynton Beach, from 8-11:00 am.

F. Per the request of the City Commission, Craig Clark, Library Director, will provide an update to the City Commission on our library services and programs.

Craig Clark, Library Director, shared information about the library's innovative technology and mission. The satisfaction survey with city services was second to none. He explained KOHA, latest news from the library and a new integrated Library system, ILS, launching September 23, 2019. New system for customers to search the library, new mobile WiFi hot spots launching September with free unlimited internet access through Sprint, 14 units available for customers to check out with a 21-day lending period. A Local History Archive is now online at Boynton Library.

Commissioner McCray inquired if this was free. Mr. Clark replied it was free to the City residents, but the City of Boynton Beach pays about $4,000 per year. He encouraged the movement of the library.

Mr. Clark indicated the Boynton Beach City Library is home to a collection of 81 special manuscripts, 60 of oral history. A growing digital library and knowledge library. In addition, the library offers SEFLIN one card. This is an arrangement with other libraries to use the library for free. New RFID self-checkout system, with three kiosks to borrow library

materials with ease. Pay fines and fees with cash, credit or debit cards. Commissioner Penserga asked was there enough material for an art exhibit. Mr. Clark replied there is enough material for an exhibit, but the space was limited at the temporary facility.

Commissioner McCray asked if this would replace employees. Mr. Clark stated that with the assistance of this technology, staff could possibly open the library on Friday.

Mr. Clark indicated he had written a grant to pay for the system. The automated material handling return system will be located outside the building. Laptops anytime kiosks, for adults and teens, they would be able to use for about 3 hours. These iPad and iPad Mini devices will be purchased with grant funds. There is a renewed commitment to customer service, transition from a passive to proactive customer relation; addition of kiosks allows for roving staff. Eliminate the need for staff to be stationary behind the desk and there will be a greeter station at the front entrance. Self-check out assistant stationed at kiosk to guide customers. Adding one full-time librarian. Restored Friday hours and will be open from 9:00 to 5:00 pm. He is excited for the library.

Commissioner Penserga asked if the library has been in touch with the space center. Mr. Clark responded no.

Commissioner Romelus noted that Palm Beach library system has rewrote their policy to do away with fines. Mr. Clark said the idea was to take away the barriers for people who cannot afford to pay the fees. Indicated Boynton Beach has a very friendly collection agency, which sends out letters to clients who owe money.

Commissioner McCray asked if they could return books from other libraries to Boynton's library. Mr. Clark responded yes, that our library would then return the books to the other libraries.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS W ILL 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)

Arlene Houston, National Organization for Women, and beginning in 1965 they now have 1M members serving the community. Invited everyone out on Oct 19, 2019 from 11-12:30 the program was meant for awareness. In order to have a referendum on the ballot they need 766,000 signatures.

Michelle Lemon noted she was here to present Commissioner Christina Romelus, the Alice Paul award. This award given each year to honor an individual who embodies the spirit of equal rights activist Alice Paul, and to continue Alice Paul's mission of advancing gender equality in America. She then presented the award to Commissioner Romelus.

Charles Kanter 2905 S. Greenleaf Circle came out to speak about the purposed acceptance of Quantum Overlay District. He indicated all the people in the HOA are happy and are pleased with the progress. There was a little bit of a problem with five streetlights on Quantum Blvd. He wanted to make sure the charge for street lights would be eliminated from their bill.

Gary Fishman 3504 Diane Drive indicated this is a time sensitive matter regarding the five acres adjacent to Lake Ida. This is an unmaintained jungle; this land should not belong to the City of Delray Beach. Mr. Fishman stated it was not legal for the City of Delray Beach to acquire the property from Palm Beach County.

Susan Oyer, 140 SE 27 Way, provided information regarding the Constitution of the United States.

Ralph Louis, 1054 Gateway Boulevard, representing the HATT Foundation, announced the Annual Turkey Drive held on Nov 23, 2019. Every year the HATT Foundation provides at-risk families and individuals in the community with turkeys for Thanksgiving. Help us make a difference in our community and be involved. According to United Way of Palm Beach County, "more than 210,000 Palm Beach County residents don't know where their next meal will come from and 64,000 children do not have enough to eat. One in seven senior citizens are food insecure." This survey is based on residents of Palm Beach County, FL.

Commissioner McCray asked if the company was a registered non-profit. Mr. Louis replied yes.

Mayor Grant indicated that staff would post the information on the City of Boynton Beach website.

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.

Mayor Grant read the vacant 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. R19-096** - Authorize the Mayor to sign the application and agreement for Library State Aid to Public Libraries Grant for FY2019-2020.

B. **PROPOSED RESOLUTION NO. R19-097** - Accept the transfer of all assets from the Quantum Park Overlay Development District for ownership by the City.

C. **PROPOSED RESOLUTION NO. R19-098** - Resolution ratifying the Quantum Park Overlay Dependent District annual budget for FY 2019-2020.

D. **PROPOSED RESOLUTION NO. R19-099** - Authorize the Mayor to sign Second Lease Amendment for the temporary space located at 2045 High Ridge Road - Temp Police Headquarters.

E. Approve the issuance of an annual blanket purchase order to South Florida Emergency Vehicles for an estimated annual expenditure of $75,000. South Florida Emergency Vehicles is the sole source authorized dealer and repair center for Fire Engine and Ladder units.

F. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for September 17, 2019- "Request for Extensions and/or Piggybacks."

G. Approve Task Order UT-3C-03 with Globaltech, Inc. in the amount of $69,301.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by City Commission on August 7, 2018 for the West Water Treatment Plant Arc Flash Study project.

H. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the ten (10) month period ended July 31, 2019.

I. Accept the written report to the Commission for purchases over $10,000 for the month of August 2019.

J. Approve the Bid for "ANNUAL BID FOR THE PURCHASE OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES" Bid No. 043-1412-19/MFD to the following eight (8) companies: 5 Star Enterprises, Clean All Products, CleanAll Supply, Imperial Dade, Medline Industries, Pride Enterprises, Pyramid School Supplies and Unipak 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 the minutes from City Commission meeting on September 5, 2019.

Motion

Vice Mayor Katz moved to approve the Consent Agenda. Commissioner Penserga seconded the motion, which unanimously passed.

7. CONSENT BIDS AND PURCHASES OVER $100,000

A. Authorize the purchase of equipment and security tags to upgrade the Library's Inventory and Security systems to Radio-frequency Identification (RFID) Technology and an Automated Materials Handling System from Bibliotheca, LLC of Norcross, GA in the amount of $236,634.38 as a sole source vendor purchase.

B. Approve modification to the Landscape Maintenance award and annual expenditure; Bid #029-2730-18/IT from $1,080,896.18 to $1,339,994.54 through the extent of the bid term on September 30, 2020.

Commissioner Romelus asked for clarification.

Andrew Mack, Public Works Director, responded as previously discussed, this item would modify the award. Mr. Mack indicated Duval Landscaping decided to end their relationship with the City. Reallocations of funds to a different vendor as well as requesting an additional $100,000 to use for additional services on an as-needed basis throughout the year. Mr. Mack pointed out this was being done in anticipation for next fiscal year. This includes the median, park sites, vacant lots, and right of ways.

Commissioner McCray requested an update regarding the median on NW 17th. Mr. Mack replied the City is scheduled to replace some curbing, and working with the Engineering Department. Commissioner McCray requested staff to contact Sonny Garcia regarding the timeline.

Mayor Grant asked who owns the median for Gulfstream Boulevard between Seacrest and Federal Highway. Mr. Mack replied they split between the cities; the actual dividing

line is on the Southside of the median, that side of the median is wholly owned by the City of Boynton Beach. Mayor Grant inquired if the road needed repairs, and inquired if the City needs to collaborate with the City of Delray. Mr. Mack stated that staff has been having conversations with the City of Delray regarding design and implementation. Delray Beach maintained the north; if those medians need to be done, they must contact the City of Delray Beach.

Commissioner McCray asked what was the reason for the increase. Mr. Mack responded Duval Landscaping was the lowest bidder; when they pulled out of the contract, the next lowest vendor was selected. Commissioner McCray asked if the City was replacing shrubbery. Mr. Mack explained the additional $100,000 is for replacing landscaping which was missing in the island and the parks, increase per line item; there were some islands which were left out.

Commissioner McCray asked which islands are being worked on. Mr. Mack responded from Seacrest (C-16 canal) to Boynton Beach Boulevard. There were some shrubbery and trees damaged by traffic accidents. Commissioner McCray asked if insurance covers any of the damage when there are vehicle accidents . Mr. Mack said when they can get the insurance information, the City does try to pursue monetary damages.

Motion

Vice Mayor Katz moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

C. Approve Task Order UT-1C-04 with Carollo Engineers in the amount of $189,508.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for the Reclaimed Water System Expansion Hydraulic Analysis project.

D. Approve a change order in the sum of $269,412 with Haskell for the District Energy Plant to provide funding to install a 350-ton "swing" chiller. This will result in a revised contract total of $10,716,956 for the plant construction, and a revised purchase order total of $8,765,996.

E. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for September 17, 2019- "Request for Extensions and/or Piggybacks."

Motion

Vice Mayor Katz moved to approve the remainder of the Consent Agenda. Commissioner Penserga seconded the motion that 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. 19-029 - FIRST READING -** Approve request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, in connection with:

Attorney Cherof read the proposed Ordinance No. 19-029 into the record by title only on first reading.

Amanda Bassiely, Principal Planner, indicated there were several amendments covering four different topic areas. The scope includes LDR clean up, this included the site plan and the master plan process and requirements, and it includes the increase minimum density to the TRD, and some corrections from the previous version of the LDR. The second part of the update MLK overlay per CRA plan. The third part of the Use Matrix revision Part 1, the last was update of the definitions.

Ms. Bassiely provided a chart with the overlay boundary of the MLK district, a map shown with the overlay boundary. The red includes the overall boundary. The boundary in gray, which touches MLK for frontage or currently has a commercial zoning designation, the other portions in red are only to be included if they are within the same project boundary as one of the gray parcels.

One of these amendments was to revise the overlays to be consistent with the other overlays, which they have seen previously. Which covers nine categories. What makes an overly different from zoning district is that it is a defined area, this was not anything which crosses any type of zoning districts. Conflict, if there are conflicts between the overlay regulations and other zoning districts the overlay district prevails. Modified building/site regulations, this is what changes the underlining zoning district. There are two, which are the Pedestrian Zone, Scale and Height. Showed a pedestrian zone composed three portion, street tree, sidewalk and active areas. The pedestrian zones are used for commercial district, outdoor dining merchandise display. For pedestrian zones area they could be used for front yards, porches, and front doors facing sidewalk. The next thing which would be changed would be the height on MLK is 35ft; the overall height is still within the zoning district, capping a portion facing MLK.

Mayor Grant asked if there were some parking requirements for MLK. Ms. Bassiely responded currently a blanket 50% reduction is applied. This was done initially only for commercial development, what was done in this revision was to clarify. The 50%

reduction was specific to the commercial component to mixed-use development, not applicable to the residential component.

Ms. Bassiely explained the relief process.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

> **PROPOSED RESOLUTION NO. R19-100** - Accepting the dedication of property from the Community Redevelopment Agency (CRA) and realignment, and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). (Resolution adoption will be upon second reading of the Ordinance)

Mayor Grant read proposed Resolution No. R19-100 into the record by title only.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion that unanimously passed.

B. Approve MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS:

> **PROPOSED ORDINANCE NO. 19-030 - FIRST READING -** Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions;

Attorney Cherof read Ordinance No. 19-030 into the record by title only on first reading.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

PROPOSED ORDINANCE NO. 19-031 - FIRST READING - (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services;

Attorney Cherof read Ordinance No. 19-031 into the record by title only on first reading.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

PROPOSED ORDINANCE NO. 19-032 - FIRST READING - (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations; and

Attorney Cherof read Ordinance No. 19-032 into the record by title only on first reading.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

PROPOSED ORDINANCE NO. 19-033 - FIRST READING - (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging category. Applicant: City-initiated.

Attorney Cherof read Ordinance No. 19-033 into the record by title only on first reading.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

C. **PROPOSED ORDINANCE NO.19-034 - FIRST READING -** Approving efficiency improvements to the Site Plan Review Process (CDRV 19-007) through amendments to the LAND DEVELOPMENT REGULATIONS Chapter 2. *Land Development Process*, Article II. *Planning and Zoning Division Services*, Section 2. F. *Site Plan*, Including Time Extension and Modifications that begin implementing staff recommendations from the internal review of the City's development review process. Applicant: City-initiated.

Attorney Cherof read Ordinance No. 19-034 into the record by title only on first reading.

Amanda Bassiely, Principal Planner, Indicated the Code amendment was part of a larger project. Staff was competing a Development Process Review in an effort to begin streamlining all of the different areas of the department, including the policies and procedures, transparency, branding, education and training component. This amendment has to do with the policy and procedures. This has to do with site plans and the five categories of the site plans, there are five different exemptions, any types of projects, which does not need to go through this process. The second is new site plans, between major and minor site plans. Major site plans are any plans, which require Commission approval and recommendation of the Planning and Development Board. The Minor site plans are approved through staff as an administrative approval. The exemption covers single-family internal modifications, pools or amenity changes, minor structural additions, any new structures which are not residential which are less than a 1000 square feet, garages, and exterior structures of residential buildings, these types of projects do not go through the site plan process.

The last set of new site plans for major and minor. The Major would include residential projects, which include more than 10 units, for commercial or nonresidential would be anything over 15,000 square feet. The other three are qualifiers; if the plan needs any type of conditional use or any type of relief or any other application, which requires the City Commission approval, would automatically bring before the Commission. Ms.

Bassiely provided some examples of some conditional use versus the administrative process.

Provided some additional qualifiers for site plan modifications, which would dictate which approval process. Indicated for a major site plan would increase 20% of square footage. If it were a certified green building, it would raise to 25% of the square footage, if the building needs relief or any type of adverse effect to neighboring property and/or it does not resemble the approved plan. All of those would place it in the major process. Everything, which is left, would be in the minor plan modification.

Commissioner Penserga inquired of the adverse effects. Ms. Bassiely responded adverse effect would be a qualifier that the Director of Planning and Development would be able to use if a project is influencing or doing anything to the neighbors which the code does not anticipated. Indicated these are just site plans, which have land use, and zoning in place.

Commissioner McCray inquired if this would expedite the permitting process. Ms. Bassiely said a portion that is being changed has to do with the planning process; this is before it gets to permitting, and it would shorten the time that it takes to get their permit. This was the first set of amendments. The building department is part of the meeting, which they are going through ways to make the entire process earlier.

Commissioner McCray asked if other cities are doing this. Ms. Bassiely replied other cities have some of these thresholds in place. Commissioner McCray asked why the City was so far behind. Ms. Bassiely indicated she was here to make it better.

Mayor Grant stated any minor site plan or new construction would not need to come before the commission. Ms. Bassiely replied if they meet those qualifies, and they have the land use, zoning and do not need relief they would go through an administrative approval.

Motion

Vice Mayor Katz moved to approve. Commissioner Romelus seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

9. CITY MANAGER'S REPORT -None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. PROPOSED RESOLUTION NO. R19-101 - Authorize the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Boynton Beach Community Redevelopment Agency (CRA) to provide financial support to the Wells Landing, LLC in association with their application for the 9% tax credit for Low Income Housing Tax Credits and sign any related application documents to confirm such support.

Mayor Grant read Resolution No. R19-101 into the record by title only.

Commissioner McCray stated this project was not named Wells Landing. The Commission has not selected a name for this project. Major Grant stated they do not get to select a name on the project. Mayor Grant pointed out he does not believe this could be stated for the record. Commissioner McCray disagreed.

Vice Mayor Katz stated when the applicant submitted their proposal that was the name, which the applicant intended to name the project, which was the name of their LLC, but it was subsequently, expressed this was not the name the Commission would support.

Motion

Commissioner Romelus moved to approve. Vice Mayor Katz seconded the motion that unanimously passed.

B. Delegate Responsibilities

Vice Mayor Katz requested clarification and provided his interpretation on an appointed commissioner. He stated other elected officials should not engage in City related businesses unless there has been a discussion at a commission meeting. This has created some confusion with the committees. He said with respect to “stay in their lane” and respect the Commissioner as the representative of the association or committee.

Commissioner McCray agreed that is why they appointed a specific Commissioner to represent the Commission.

Mayor Grant said he was on the League of Cities and the Transportation Planning Agency and would encourage all Commissioners to speak to the board. Regarding the meeting in question, he noted he was speaking as the Mayor. He asked what he does as their delegate.

Vice Mayor Katz responded he attends the meeting and speaks to their respective leaders, whether it was issues which they have or which they want to bring before the commission or if the Commission wants him to convey to them as their delegate.

Commissioner McCray noted speaking as the mayor, there are some things, which should not be spoken. The Mayor should get with the City Attorney prior to offering his opinion. Being the Mayor does not give you leeway to say anything to the public. The Mayor is governed by the rules and regulations of the commission. Mayor Grant agreed.

C. Unused Community Support Funds

Commissioner Romelus requested to donate $250.00 of her Community Support Funds to Connect to Greatness.

Commissioner McCray asked for an explanation of what is Connect to Greatness.

Commissioner Romelus noted Connect to Greatness is a non-profit organization, which targets African American boys to envision their reality and become change makers in the world. They empower young men to support community accountability and responsibility.

Motion

Commissioner McCray moved to approve. Vice Mayor Katz seconded the motion that unanimously passed.

Vice Mayor Katz requested to donate $500 of his Community Support Funds to the HATT Foundation and the remainder of the support funds to Boynton Rugby Club, founded by the residents of Boynton Beach. He noted the young people, both boys and girls, do not pay a fee. He thought this was an awesome opportunity for the youth in the community.

Motion

Commissioner McCray moved to approve. Commissioner seconded the motion that unanimously passed.

12. LEGAL

A. PROPOSED ORDINANCE NO. 19-035 - FIRST READING - Approve Ordinance establishing regulations regarding the posting of underage drinking signs.

Attorney Cherof read Ordinance No. 19-035 into the record by title only on first reading.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion with discussion.

Vice Mayor Katz indicated his personal preference was to convert this ordinance into some type of resolution. This ordinance was a law and businesses need to follow it. He stated he did not see if there were any specified consequences, or if this was an unenforceable ordinance.

Attorney Cherof responded this was an enforceable ordinance. The provisions for penalty are set forth in section three, on page four. This would be the same as any other municipal ordinance violation, the potential for imprisonment in County jail for up to 60 days or a fine of up to $500 or both. What would occur in the event of a violation is the individual would receive a notice to appear issued by the Police or the Code Enforcement Department.

Vice Mayor Katz stated his concern was businesses was aware of the drinking age, and they should know they should not transfer, or anyone under 21 to consume alcohol. The Commission will create a law that will fine or imprison any establishment or business which serves alcohol, the City will require hundreds of businesses to put up a sign, with size 30 font and if they do not they will be fined. Community Standards or Code Enforcement people spending time enforcing this ordinance, and the individual would be fined; he believed a resolution reporting this idea. He has a difficult time, stacking an ordinance on existing law, which is very well known, threating, fining, and imprisoning restaurant or brewery owners; he believed standing with the issue is better than creating a redundant law, which could lead to punitive measures. He does not support punishing people for not placing government-mandated signage.

Attorney Cherof noted this could be accomplished without having to convert this to a resolution, by making an amendment to delete section three, which is the penal aspect of the ordinance. This would leave the reporting requirement, which was set forth in section four. This would leave the reporting aspect to the law enforcement. This would accomplish the posting and move the ordinance forward. Vice Mayor Katz stated if this would be the expedient way to achieve a law is which is well intention but is redundant.

Commissioner Romelus requested clarification. The third subsection indicates the sale of the dispensing alcohol, is it the word penalizing the businesses for not posting the sign, or is it penalizing the person for selling alcohol to underage people.

Mayor Grant asked if section 3 was the State of Florida Statute penalty or was that the City Code Compliance penalty.

Attorney Cherof responded the violation is for the City ordinance penalty in a section of the City of Boynton Beach Code of Ordinances, which deals with municipal ordinance violations. Mayor Grant stated this was not in the Ordinance. Commissioner Romelus requested clarification. Attorney Cherof replied once adopted, any ordinance, which violates the terms and condition can be cited under another provision of the City code, as an ordinance violation. This would be a cross-reference of the City Code.

Commissioner McCray asked if there was a law already in the State of Florida, which dealt with underage drinking. Attorney Cherof stated yes. Commissioner McCray asked why the City is moving forward with this Ordinance. Attorney Cherof indicated this was a request by the members of the community, which came forth to request upping the level of communication. Commissioner McCray stated Attorney Cherof indicated if there was already a law, why have the City place more signage. This seems to be redundant. The businesses are aware underage patrons cannot be sold alcohol. Commissioner McCray stated this is redundant and he believes the City is making more work for staff.

Commissioner Romelus stated as a maker of the motion, she was happy to amend her motion based on what the City Attorney has said. If section three is stating the City would need to enforce, being the Police Department is stretched, she does not believe the City should go look for businesses, which do not post the sign. She feels that it would be helpful for those who are willing to put those signs up. Commissioner Penserga noted he was in favor of this amendment; he does not want to penalize businesses putting up a sign for business for something, which should be done. He was in favor of the amendment.

Motion

Commissioner Romelus moved to approve as amended. Commissioner Penserga seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

4-1 (*Commissioner McCray dissenting*)

Attorney Cherof noted the Ordinance would return to the Commission with the amendment on second hearing.

B. City Commission is requested to review the Lien Modification Order issued by the Special Magistrate at the August 21, 2019 hearing for case # 11-2277.

David Schmit, representing the property owner: The client was requesting further reduction of the lien. The property was purchased in 2015 for $215,000 and the property owner became aware of the lien when the home was placed for sale of $167,000. The property owner was taking a loss on the sale. 8/21/19 - Special Magistrate lien reduction hearing – Magistrate recommended to reduce the lien from $262,134.12 to $15,112.65 (includes the unpaid admin fee of ($634.12) - 94% reduction.

Commissioner McCray stated usually a title search done prior to a purchase, which would alert the purchaser of liens on the property.

Adam Temple, Community Standards Director, said this began back in 2011; the property recently came into compliance. The property owner received their property owner permit in July 2019. The owner found the violation during a title search. He believed they still owe the administrative costs. Commissioner McCray asked what was the amount of the administrative cost. Mr. Temple stated the cost is $632.12. Mayor Grant stated his feeling the City should be made whole. The business tax receipt is $50 per year, plus the certificate of occupancy 50 per year times eight years.

Mayor Grant asked how much is the daily amount charged for not having the business receipt. Mr. Temple stated 2600 days.

Commissioner McCray asked when the City had a business tax receipt. He indicated they were occupational licenses; by State Statute, they changed the terminology. The City has always had some type of license since the City began.

Commissioner McCray stated he heard what the Mayor said; as long as the City recoups the administrative fee, he would be fine with this. The property owner should have had a title search prior to purchasing the property.

Mr. Schmidt stated this information came up after the property owner purchased the property. He noted back business tax receipts are paid.

Mayor Grant asked if he paid the extra tax receipts. Mr. Schmidt responded yes.

Mayor Grant stated that when a customer does not pay their tangible property tax there is a 25% fee, with that a $100 for the eight years, he would like to round it up to $1,000 to reduce the lien.

Commissioner McCray stated the administrative cost should be $634.12.

Motion

Commissioner McCray made a motion for a reduction to the administrative cost of $634.12. Commissioner Penserga seconded the motion, which passed. (4-1)(Mayor *Grant dissenting)*

C. PROPOSED ORDINANCE NO. 19-036 - FIRST READING - **PUBLIC HEARING** - Approve the change in qualifying dates for candidates for the March 17, 2020 municipal election.

Attorney Cherof read Ordinance No. 19-036 into the record by title only on first reading.

Mayor Grant asked when were the qualifying dates and deadlines.

Crystal Gibson, City Clerk stated the qualifying dates are from noon on November 26, 2019 to noon on December 10, 2019.

Mayor Grant stated the candidates must have the information in by noon December 10, 2019, all the requirements certified by the Supervisor of Election including the $25.00 Filing fee for the City.

Commissioner McCray asked if those who have already filed would be made aware of the dates and deadlines. Ms. Gibson indicated the candidates would be made aware of the date change.

Motion

Commissioner Penserga moved to approve. Vice Mayor Katz seconded the motion that unanimously passed.

City Clerk Gibson called the role.

Vote

5-0

D. PROPOSED RESOLUTION NO. R19-102 - Authorize the Mayor sign a purchase and sale agreement selling a portion of Tract I in Quantum Park Overlay Development District to FH Quantum LLC, which own 3301 Quantum Blvd subject to the conditions of use by FH Quantum LLC.

Mayor Grant read the proposed Resolution No. R19-102 into the record by title only. Mayor Grant asked the conditions.

Andrew Mack, Director of Public Works noted the Legal Department was reviewing the contract.

Attorney Cherof stated the contract for purchase and sale has not been finalized. He believed there was an outstanding issue regarding a time limitation, whereby if the property owner fails to perform in two years, is what the City negotiated the remedy would be reversionary interest to the City. This City guaranteed that this would not be just a transfer, but followed by a definitive action within a set period. All other terms and conditions which have been proposed have been negotiated and satisfied are contained in the current draft for the contract for sale and purchase. Attorney Cherof stated because there was one outstanding issue as of this evening. Perhaps Mr. Weiner will indicate whether his client would consent. Attorney Cherof noted this approval is still subject to review and as the City Attorney, neither the Mayor nor he will sign until the conditions have been reviewed and satisfied.

Mayor Grant inquired as to the conditions.

Michael Weiner, representing FH Quantum LLC, stated if there were negotiations between Mr. Dugee and FH Quantum, his client provided an email consenting to the reversion. Stated the construction has two years for completion. This would resolve the outstanding issue.

Attorney Cherof stated this was a no-cost transfer of property; this was a finger of the lake/pond area at the Northeast corner, to be filled and converted to parking.

Mayor Grant inquired of the square footage of the parcel. Mr. Mack replied the property was 1.84 acre.

Mayor Grant stated they are selling this so they can build a parking lot.

Commissioner McCray asked if this came to the commission before. Ms. LaVerriere stated this was the first time. *(Commissioner Romelus left the dais at 8:45 pm.)*

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion that unanimously passed. (4-0 Commissioner Romelus not available to vote)

E. Report by City Attorney on City of Delray Beach – Lake Ida Park Addition Annexation.

Attorney Cherof, City Attorney stated on July 16, 2019, City of Delray Beach (hereinafter “Delray”) filed its petition for voluntary annexation with Palm Beach County

seeking to voluntary annex a 4.06 acre site from unincorporated Palm Beach County adjacent to Lake Ida and directly South of the City of Boynton Beach municipal boundary. The City Attorney's Office was requested to provide information on options the City has related to Delray's annexation application. (Commissioner Romelus returned to the dais at 8:49 pm.)

The Attorney provided four options for the Commission to consider:

1. Challenging the Voluntary Annexation. Chapter 171 and Palm Beach County Charter have procedures for voluntary annexation. The City can challenge the annexation by filing an appeal following the adoption of the annexation or aggressively advocate against the adoption of the annexation during the public meeting before the Delray Commission Inter-Office Memorandum Mayor and City Commission Re: City of Delray Beach – Lake Ida Park Addition Annexation September 11, 2019, or Palm Beach County Commission. For appeals, the City must, no later than 30 days following the passage of the annexation ordinance, initiate and proceed through the conflict resolution procedures established in Chapter 164, F.S. [which is the "Florida Governmental Conflict Resolution Act."]. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, F.S., the City may file a petition in the circuit court. In any legal action instituted under Chapter 171, the prevailing party is entitled to reasonable costs and attorney's fees.

2. Political Advocacy. City Administrative Officers or the City Elected Officials may advocate the City's position on the annexation to the Palm Beach County Administrator or County Commissioners. The City may also seek to initiate informal discussions with Delray prior to adoption and implementation of the annexation to discuss and resolve potential issues. The City may also seek to initiate formal negotiations discuss and resolve potential problems by negotiating an agreement pursuant to the Florida Interlocal Cooperation Act of 1969 (Section 163.01, F.S.) between Delray and the City prior to adoption and implementation of the annexation.

3. Initiate a competing annexation. Chapter 171 sets for the procedures for when a municipality wishes to annex contiguous, compact, unincorporated territory. The nature of the process would be involuntary and as such has no corresponding procedures under the Palm Beach County Charter. The process will require consent of Delray.

4. Do nothing. The deed granted to Delray upon the express condition that the properties used as open green space or for passive park purposes, which may include accessory structures and improvements, such as pedestrian pathways, gazebos, shade structures, and temporary docking facilities. In the event the Delray allows the property to be developed and/or use for any other purpose, title of the property shall revert to the County. Delray has stated intention was to maintain both properties as open space/ passive recreation as restricted in the deed. This intention aligns with the City's goal of open space and that the properties remain low impact.

Attorney Cherof stated he and the City Manager was looking for direction in how the Commission wanted to proceed.

Mayor Grant stated the Commission heard from the Public the sale should not have gone through. The City of Boynton Beach was not the judicial organization to determine whether the sale was valid with the City of Delray. The City of Delray received four acres of Lake Ida property for $100,000. The reason the City of Delray was moving forward with the annexation was the constant code violations, received by Palm Beach County. If the City of Delray owned the land they do not need to worry about noncompliance, they can follow their own rule. He indicated he does not want the land to go to the City of Delray, but the City would be subject to attorney fees. However, the City could advocate with the City of Delray.

Commissioner McCray noted he was in favor of seeing what the City of Delray was going to do with the property.

Mayor Grant requested if the Commission agreed, to allow the City Manager to speak with the City of Delray Beach regarding the purpose of the property and see if there was something that the City and the City of Delray could do together.

Kalra Lakhmichand, property owner, pointed out the property initially offered to the City of Boynton Beach by Palm Beach County to be used as a park. At that time, the City of

Boynton Beach did not have any land excess. Mr. Lakhmichand stated ex Michael Fitzpatrick convinced the City of Delray Beach to purchase the land, once purchased the City of Delray Beach realized there was no land access. The deed changed a few times; the City of Delray was informed they must keep the area cleaned. He stated they tried to clean the area by boat, but the debris was still on the vacant land. When the Hurricane came last year, the City of Delray received funds to clean the area but they have not cleaned the vacant land.

Mayor Grant asked what can the City do to assist; if the City files a lawsuit and loses; the City would be liable for attorney fees.

Mr. Lakhmichand suggested speaking with the City of Delray to postpone the annexation, since the County is a willing seller and he is a willing buyer everyone would be happy with this conclusion.

Commissioner Romelus wanted to clarify; there is a deed restriction on the property, which states the space must be maintained as an open space. Mr. Lakhmichand responded the County sold the rights to FDOT and to the Lake Worth Drainage District.

Commissioner Romelus asked the City Attorney if the land has a deed restriction regarding open /green space and nothing else can be developed on the subject property, regardless of the owner of the property.

Attorney Cherof stated the conditions of the conveyance states the property shall be used as open green space or for passive park purposes, which may include accessory structures and improvement such as pedestrian passageway, gazebos or shade structures and a temporary docking facility.

Commissioner Romelus indicated as of now, under the current ownership, the vacant land could only be used as a green/open space. If the event was to happen where the City of Delray would give it back to the County or sell it to the City of Boynton Beach, is there any way the deed restriction could be lifted. Attorney Cherof noted the County could release the restrictions with the current owners, whether it be the City of Delray, Mr. Lakhmichand or the City of Boynton Beach, this could be done through negotiations.

Commissioner Romelus stated the target audience would be with Palm Beach County or the City of Delray Beach; the City of Boynton Beach has nothing to do with this vacant piece of property.

Gary Fishman 3504 Diane Drive, said what the City of Delray Beach has done was stolen the land from the City of Boynton Beach, they changed the wording on the deed regarding five year access. He stated at this this time they have a County Commissioner, which see the violation. The neighbors do not want a park, eventually there would be access. This was supposed to be luxury homes with 90 feet frontage to Lake Ida.

Mayor Grant stated if Mr. Fishman wanted to file a lawsuit that was his option. The City of Boynton Beach was not going to file a lawsuit nor was it going to file for an annexation. The only thing the Commission would do was to request the City Manager to speak with the City of Delray Beach to see if the Delray was willing to sell the property to the City of Boynton Beach. He does not know if this Commission would move forward with purchasing the land. Mayor Grant indicated the reason why the Commission changed the zoning in Quantum Park was so that they did not want tax-exempt property.

Vice Mayor Katz noted there was a failed vote by Boynton Beach, No Access, illegal code violations, and this property carries some financial burden. He wanted to see how this plays out. This was a dispute between the County and the property owner.

Mr. Lakhmichand stated the City of Delray does not have a road on the property and no means to get to the property. Vice Mayor Katz, stated Mr. Lakhmichand made a high bid, which Palm Beach County discarded; he was not willing to get the City of Boynton Beach involved in this litigation.

Mr. Fishman stated there are several hundred people in Boynton Beach, which do not want the park.

Susan Oyer, 140 SE 127 way, noted she could argue there are people who want an additional park. She asked why the City was giving away land.

Vice Mayor Katz responded this was County land, which the City never owned.

Commissioner Romules noted she would entertain a conversation with the City of Delray regarding the land. Commissioner McCray was not in favor of moving forward.

Commissioner Penserga agreed to contact the City of Delray Beach.

There was a consensus for the City Manager to contact the City of Delray.

Vice Mayor Katz requested to have an update regarding Town Square by staff at the first Commission meeting of each month. He would like to hear of issues, whether good or bad. He would like to have a standing agenda item each month. Mayor Grant requested every other month. Commissioner McCray agreed it should be every month. The Commission needed to be kept abreast of what is going in regards to Town Square.

There was a consensus for the Commission to receive updates regarding Town Square every month, beginning October 1, 2019.

Commissioner Romelus asked about the Social Media process. Ms. LaVerriere noted it should be on the next meeting October 1, 2019.

13. FUTURE AGENDA ITEMS

A. Quarterly Census updates by Laura Lansburgh, Marketing Manager:
December 17, 2019
March 17, 2020

B. Discuss use policy for all City Parks - **October 1, 2019.**

C. Amendment to DROP provisions in City's three pension plans (Ordinance) **– October 1, 2019.**

D. Presentation of a Resolution from the Florida Association of City Clerks, recognizing Judy Pyle's retirement- **October 1, 2019.**

14. ADJOURNMENT

Motion

Vice Mayor Katz moved to adjourn; Commissioner McCray seconded the motion that unanimously passed. The meeting adjourned at 9:16 p.m.

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor – Justin Katz

_____
Commissioner - Mack McCray

_____
Commissioner – Christina Romelus

_____
Commissioner – Ty Penserga

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. 19-106 - Approve and authorize the City Manager to sign an Agreement utilizing the City of West Palm Beach Supplemental Staff Agreement with U.S. Water Services Corporation (ITB 16-17-119) for water and wastewater operation and management services thru June 06, 2020 for an amount not to exceed $110,000. The West Palm Beach procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Term: October 1, 2019 - June 06, 2020
Boynton Beach Utilities (Utilities) utilizes U.S. Water Services Corporation (U.S. Water) for the provision of water and wastewater operators to support existing operations in the event personnel deficits cannot be covered internally.
Utilities is required to provide licensed operators to staff their water and wastewater facilities as specified in the Florida Administrative Code. The competitive market for these operators in our area has resulted in ongoing vacancies that must be covered either through overtime or by utilizing contract personnel.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Approval for the use of these contracts will allow for uninterrupted supplementation of water and wastewater operator services.

FISCAL IMPACT: Budgeted Funding is available in the FY 19/20 approved budget accounts, 401-2811-536-49-17($105,000) and 401-2815-536-49-17($5,000).

ALTERNATIVES: None. A lack of coverage will negatively impact the operation of the water treatment plants and will result in water quality and regulatory infractions. Recruitment to fill the vacant positions is ongoing.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving piggy-back Agreement for Supplemental Utilities Staffing
Agreement	Piggy-back Agreement with US Water Services Corp
Agreement	Agreement

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH U.S. WATER SERVICES CORPORATION, UTILIZING THE WEST PALM BEACH CONTRACT NO. 19260, PROCUREMENT NO. ITB 16-17-119 IN AN AMOUNT NOT TO EXCEED $110,000.00 ON AN AS-NEEDED BASIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Utilities is required to provide licensed operators to staff their water and wastewater facilities as specified in the Florida Administrative Code; and

WHEREAS, the competitive market for these operators in our area has resulted in ongoing vacancies that must be covered either through overtime or by utilizing contract personnel; and

WHEREAS, this agreement will provide supplemental staff on an as-needed basis; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign an Agreement with U.S. Water Services Corporation utilizing West Palm Beach Contract No. 19260, Procurement No. ITB 16-17-119 in an amount not to exceed $110,000.00.

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 hereof.

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the City Manager to sign an Agreement with U.S. Water Services Corporation utilizing West Palm Beach Contract No. 19260, Procurement No. ITB 16-17-119 in an amount

not to exceed $110,000.00, a copy of which is attached hereto as Exhibit "A"

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

SUPPLEMENTAL STAFF AGREEMENT

This Agreement is made as of this ____ day of _____, 2019 by and between U.S. WATER SERVICES CORPORATION., a Florida Corporation with a principal address of 4939 Cross Bayou Boulevard, New Port Richey, FL 34652 ("US WATER SERVICES"), 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, Utilities is required to provide licensed operators to staff their water and wastewater facilities as specified in the Florida Administrative Code. The competitive market for these operators in our area has resulted in ongoing vacancies that must be covered either through overtime or by utilizing contract personnel; and

WHEREAS, US WATER SERVICES, has agreed to allow the City to piggy-back the City of West Palm Beach Contract No. 19260, Procurement No. ITB 16-17-119 to provide Supplemental Works on an as-needed basis for the City's water and wastewater operation and management services through June 6, 2020 for an amount not to exceed $110,000.00 at prices based on City of West Palm Beach contract; and

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

AGREEMENT

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

Section 2. The City and US WATER SERVICES agree that US WATER SERVICES shall provide Supplemental Works on an as-needed basis for the City's water and wastewater operation and management services through June 6, 2020 at prices based on the City of West Palm Beach Contract No. 19260, Procurement No. ITB 16-17-119, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

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

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

City: Lori LaVerriere, City Manager
City of Boynton Beach
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

C. The following terms and conditions are hereby incorporated into the 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.

Section 3. In the event that the City of West Palm Beach Contract is amended, or terminated, US WATER SERVICES shall notify the City within ten (10) days. In the event the City of West Palm Beach 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. US WATER SERVICES agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

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

Section 6. In all other aspects, the terms and conditions of the City of West Palm Beach 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

_____
City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

U.S. WATER SERVICES CORPORATION

WITNESSES:

_____ BY:_____
Print Name:

_____ Title: _____

ATTEST:

_____
SECRETARY

EXHIBIT A

AGREEMENT BETWEEN CITY OF WEST PALM BEACH AND U.S. WATER SERVICES CORPORATION

WEST PALM BEACH

Purchasing Department

June 7, 2017

US Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL. 34652

Subject: Supplemental Staff Agreement

Dear Sirs:

Enclosed is an original of the above-referenced document that has been duly executed by the authorized officials of the City of West Palm Beach for your files.

Thank you,

Robin Hewitt
Lead Contract Specialist

cc: File

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33401
561.822.2100

WEST PALM BEACH

CITY OF WEST PALM BEACH

SUPPLEMENTAL STAFF AGREEMENT

Contract No: 19260

Provider Name: **U.S. Water Services Corporation**

Provider Address: 4939 Cross Bayou Boulevard
New Port Richey, FL 34652

Email: EMitchell@uswatercorp.net

Telephone: 727-848-8292

FEI/EIN # 20-0008821

Services: Provider shall provide staffing ("**Supplemental Workers**") on an as-needed basis for the City's Water Treatment Plant and the East Central Regional Water Reclamation Facility for the following job positions:

1. State of Florida Certified "A" Water Treatment Operator
2. State of Florida Certified "B" Water Treatment Operator
3. State of Florida Certified "C" Water Treatment Operator
4. State of Florida Certified "A" Wastewater Treatment Operator
5. State of Florida Certified "B" Wastewater Treatment Operator
6. State of Florida Certified "C" Wastewater Treatment Operator
7. Project Engineer
8. Maintenance Mechanic

The job positions are described in further detail in the City's Invitation for Bid 16-17-119, a copy of which is attached hereto as **Exhibit A**, and incorporated into this Agreement by reference. No minimum amount of Services are guaranteed by this Agreement.

City Procurement: ITB 16-17-119

Special Terms:

1. The City of West Palm Beach Public Utilities Department reserves the right to interview any potential staff and approve or deny placement.
2. Supplemental to Hire: Should an opening for a permanent position within the City come available, the Supplemental Worker may apply for the position. The City reserves the right to hire the Supplemental Worker without any financial obligation to the Provider.
3. Shift. Water Treatment Operators and Wastewater Treatment Operators mayl be required to work eight (8) or twelve (12) hour shifts.
4. Vacation Pay: If a Supplemental Worker qualifies for a vacation under their employment contract with the Provider, the Supplemental Worker shall give the City two (2) weeks' notice before the start of such vacation. The Provider shall be responsible for any vacation pay due the Supplemental Worker. Additionally, if the assignment is ongoing at the time of the Supplemental Worker's vacation, the Provider shall provide a replacement worker.
5. Overtime: Should any assignment require the Supplemental Worker to work more than forty (40) hours in any given week, the City shall pay an overtime rate equal to 1-1/2 times the agreed upon hourly rate.
6. Provider's Responsibilities:
    a. Provider(s) shall be responsible for employment screening, testing, evaluations, advertising, recruitment, and disciplinary actions involving any Supplemental Worker under this contract.

Screening and testing procedures used by the Provider must ensure that the required knowledge, skills and abilities, and minimum entrance requirements as detailed Exhibit A are met.

b. Provider(s) shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distributions of payroll time sheets and checks, for all Supplemental Workers provided under this contract.

c. Provider(s) shall provide paychecks for Supplemental Workers making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes.

d. Provider(s) shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.

e. Provider(s) shall ensure Supplemental Workers report on the specified date at the requested time, to the appropriate user facility, ready to commence work.

f. Provider(s) shall agree that the City retains the right to reject or stop time on any Supplemental Worker who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who violates any federal, state or local regulation, disrupts the activities of the using agency to which Supplemental Worker is assigned, or for any other reason is considered unacceptable in the judgment of the City.

g. Provider(s) shall abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.

h. Provider(s) shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 forms (U.S. Department of Justice, Immigration and Naturalization Service - Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes pertaining to the services specified herein. Provider(s) shall certify in writing that all required documentation is on file in their office, certifying the referrals are eligible for employment in the United States.

i. Provider(s) must comply with all requirements of the Americans with Disabilities Act.

Location of Services: 1. City of West Palm Beach Water Treatment Plant
2. East Central Regional Water Reclamation Facility

City Department: Public Utilities.

Service Term: ☒ Recurring services: on an As-Needed basis.

Recurring services to be provided through: Three years from the date of execution of this Agreement by the City. The Agreement may be renewed for two additional one (1) year terms upon the mutual written agreement of the parties.

Fees: ☒ Hourly rate as follows:

Job Title	Hourly Rate	Hourly Holiday Rate
1. State of Florida Certified "A" Water Treatment Operator	$72.00	$108.00
2. State of Florida Certified "B" Water Treatment Operator	$65.00	$97.50
3. State of Florida Certified "C" Water Treatment Operator	$55.00	$82.50
4. State of Florida Certified "A" Wastewater Treatment Operator	$72.00	$108.00
5. State of Florida Certified "B" Wastewater Treatment Operator	$65.00	$97.50
6. State of Florida Certified "C" Wastewater Treatment Operator	$55.00	$82.50
7. Project Engineer	$120.00	$180.00
8. Maintenance Mechanic	$60.00	$90.00

Hourly rates are inclusive of all costs including, but not limited to, the cost of overhead, profit, insurance, taxes, and incidentals. Billing begins at the time the Supplemental Worker arrives on site and checks in to work. The City will not pay for any travel time to and from the site.

Invoice Schedule: ☒ Monthly Invoice

THIS AGREEMENT ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City" or "Utility"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, Provider and City agree as follows:

1. Services. Provider shall provide all equipment, materials and labor necessary to provide the services described above (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames indicated above.

2. Fee. The City shall pay Provider the Fee indicated above (the "Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

3. Invoices. Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Provider shall provide W-9 or FEIN# to City with first invoice.**

4. Payment. The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

5. Term. This Agreement shall commence upon full execution by the parties and continue for a term of three (3) years, unless earlier terminated. The City shall execute this Agreement last. This Agreement may be renewed for two (2) additional one (1) year terms upon the execution of a written contract amendment by both parties.

6. Representations, Warranties and Covenants of Provider

6.1 **Authority**. Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed**. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency**. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by

Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. Compliance with Laws. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. Independent Contractor. It is specifically understood that Provider is an independent contractor. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

11. Property Rights. Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-contractors.

12. Insurance. Unless waived in writing below by the applicable Department Director, Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per each occurrence and $1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding $25,000.

❑ Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

❑ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

_____

Provider Signature

(c) **Automobile Liability**: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

❑ Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the ECR Board, the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the ECR Board, the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the ECR Board, the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this

indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty. Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Provider, to the address set forth above.

17. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Agreement.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Provider or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Provider further represents that it is not in

violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider or Provider shall keep and maintain all public records. If Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. If Provider transfers all public records to the City upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Provider, except as authorized by law and specifically authorized by City. If Provider does not transfer the records to the public agency upon completion of the Agreement, Provider shall ensure that exempt and confidential records are not disclosed. Failure of the Provider to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or

unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

U.S. WATER SERVICES CORPORATION

By: _____
Edward Mitchell
Vice President & General Manager

CITY OF WEST PALM BEACH

By: _____
Geraldine Muoio, Mayor

Attest: _____
City Clerk

Date: June 6, 2017.

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

WEST PALM BEACH
Purchasing Department

PROCUREMENT DEPARTMENT
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
561-822-2100
Fax: 561-822-1564

Invitation to Bid
ITB 16-17-119

Public Utilities Supplemental Workforce

The City of West Palm Beach is soliciting one or more qualified and responsible vendors to provide, on an as-needed basis, supplemental public utilities operations and support staff. The Contractor(s) selected under this procurement may be awarded separate contracts with the City of West Palm Beach, and/or the East Central Regional Water Reclamation Facility (ECRWRF) under the terms and conditions of this ITB.

Bid documents may be acquired electronically and free of charge by logging onto the City's Procurement Department's website at:

http://wpb.org/Departments/Procurement/Solicitations/Bids-List

Hard copies of bid documents may also be acquired from the Procurement Department at **401 Clematis Street, Third Floor, West Palm Beach, Florida 33401 – (561) 822-2100.**

Time is of the essence and any proposal received after **3:00 p.m. on April 12, 2017,** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Department. **Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received.** Offerors are responsible for insuring that their bid is stamped by Procurement office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of West Palm Beach
Procurement Department
Nathaniel Rubel, Procurement Supervisor
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID 16-17-119.

IMPORTANT: **Contact by a Contractor, or anyone representing a Contractor, regarding this ITB with the WPB Mayor, any WPB Commissioner, Officer, City employee, ECR Board Member, ECR Board alternate Member, Commissioner or Official of the governing body of any ECR Member, or any Officer or Employee of any ECR Member, other than an employee of the WPB Procurement Department, is grounds for disqualification. Contact with the WPB Procurement Department is for clarification purposes only.**

Frank Hayden
Director of Procurement

Publish Date: March 10, 2017

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WEST PALM BEACH

SECTION 1 – SCOPE OF WORK

Introduction:

The Public Utilities Department is responsible for the Water Treatment Plant, the East Central Regional Water Reclamation Facility (ECRWRF), and the reclaimed water systems. This includes operation and maintenance of all the water lines, fire hydrants, pump stations, sewer lines, and lift stations in our service area.

The Department supports wastewater and water laboratories which are HRS certified and NELAC certified for a range of parameters. Other services provided include billing, customer service, the Mayor's Response Team, dispatch, and a fiscal and administrative services division. In addition, the Department electricians maintain all six stormwater pump stations and the Water Resources Division restores and maintains approximately 25 square miles of preserves along with 25 linear miles of canals and berms, and the City's reservoirs - Lake Mangonia and Clear Lake.

The East Central Regional Water Reclamation Facility (ECRWRF) is a 70 million gallons per day (mgd) conventional activated sludge secondary treatment plant. The ECRWRF has a five member Board with representatives from each member utility; The City of West Palm Beach, Riviera Beach, Lake Worth, Town of Palm Beach, and Palm Beach County. The City of West Palm Beach Public Utilities has the operation and maintenance responsibility for the facility. Portions of the plant's secondary effluent are discharged to a high-level disinfection facility capable of delivering 22 mgd to meet industrial cooling water demands at the Florida Power and Light West County Energy Center. The balance of secondary effluent is discharged to deep injection wells.

Background:

The Water Treatment Plant and ECRWRF are undergoing multiple major construction projects which cause for alternative operational strategies and monitoring. This along with a high turnover rate, pending retirements, and a staff in which the majority are trainees; the City of West Palm Beach is seeking supplemental certified operators to help maintain regulatory compliance and assist with various operational projects.

Scope of Work:

The City of West Palm Beach is requesting additional State of Florida certified water and wastewater treatment operators, engineering and office staff, and other skilled positions. The additional operators would work alongside and in some instances supervise current operations staff. The City of West Palm Beach Public Utilities Department is requesting unit price per hour for each position listed below:

Operations: *Operations supplemental staff will be required to work 12 hour shifts

1. State of Florida Certified "A" Water Treatment Operator
2. State of Florida Certified "B" Water Treatment Operator
3. State of Florida Certified "C" Water Treatment Operator
4. State of Florida Certified "A" Wastewater Treatment Operator
5. State of Florida Certified "B" Wastewater Treatment Operator
6. State of Florida Certified "C" Wastewater Treatment Operator

Engineering and Office Staff:

7. Secretary
8. Project Engineer
9. Customer Service Representative
10. Customer Relations Specialist

Skilled Staff:

11. Maintenance Mechanic
12. Utilities Electrician
13. Utilities Controls Technician
14. Laboratory Technician I
15. Laboratory Technician II
16. Laboratory Technician III

17. Heavy Equipment Operator
18. Maintenance Worker
19. Meter Service Technician I
20. Meter Service Technician II
21. Meter Service Technician III
22. Utility Locator

The City of West Palm Beach Public Utilities Department reserves the right to interview any potential staff and approve or deny placement. The City reserves the right to request additional staff for utility related positions not specifically mentioned in this ITB.

Supplemental to Hire:

Should an opening for a permanent position within the City come available, the supplemental worker may apply for this position. The City reserves the right to hire this supplemental worker without any financial obligation to the Contractor.

Vacation Pay:

If a supplemental worker qualifies for a vacation under their employment contract with the Contractor, that employee will give the City two (2) weeks' notice before the start of such vacation. The Contractor shall be responsible for any vacation pay due the employee. Additionally, if the assignment is ongoing at the time of employee's vacation, the contractor will provide a replacement employee.

Overtime:

Should any assignment require the supplemental employee to work more than forty (40) hours in any given week, the City shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in the contractor's bid.

Contractor Responsibilities:

1. Contractor(s) shall be responsible for employment screening, testing, evaluations, advertising, recruitment, and disciplinary actions involving any supplemental contracted personnel under this contract. Screening and testing procedures used by the contractor must ensure that the required knowledge, skills and abilities, and minimum entrance requirements as detailed in the bid specifications are met.

2. Contractor(s) shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distributions of payroll time sheets and checks, for all supplemental contracted personnel provided under this contract.

3. Contractor(s) shall provide paychecks for supplemental contracted personnel making deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes.

4. Contractor(s) shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.

5. Contractor(s) shall ensure employees report on the specified date at the requested time, to the appropriate user facility, ready to commence work.

6. Contractor(s) shall agree that the City retains the right to reject or stop time on any supplemental contracted personnel who fails to perform assigned duties satisfactorily, who is not dressed appropriately for an assignment, who violates any federal, state or local regulation, disrupts the activities of the using agency to which supplemental contracted personnel is assigned, or for any other reason is considered unacceptable in the judgment of the using agency.

7. Contractor(s) shall abide by all ordinances and laws pertaining to their operation and secure all required licenses and permits.

8. Contractor(s) shall be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 forms (U.S. Department of Justice, Immigration and Naturalization Service - Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes pertaining to the services specified herein. Contractor(s) shall certify in writing that all required documentation is on file in their office, certifying the referrals are eligible for employment in the United States.

9. Contractor(s) must comply with all requirements of the Americans with Disabilities Act.

It is specifically understood that Provider of supplemental worker(s) is an independent contractor. If Provider is an individual: (i) Provider is not an employee of the City: (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. If Provider is a business firm: (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

Job Descriptions

Operations

1. **State of Florida Certified "A" Water Treatment Operator (Water Plant Operator III)**

Summary: Under limited supervision, oversees and performs a variety of complex duties to ensure a safe and adequate supply of water in accordance with City, federal and state standards; and performs related duties as assigned.

Essential Functions: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

An employee in this class performs complex technical and skilled work to provide safe, potable water for The City of West Palm Beach and its environs. This is done through the operation and minor maintenance of water treatment plant, water storage tanks, pump stations and associated facilities. Work involves collecting water lab samples, performing required analysis and tests; checking chlorinators and other plant machines and equipment; and reading meters, gauges and dials. Work also involves monitoring potable water levels in ground storage tanks. Employee is responsible for maintaining records of readings, making more complex adjustments and minor repairs to equipment and fixtures as required, and maintaining accurate records. Employee may also assist in training and coordinating the work of lower-level Water Plant Operators. Employee must exercise independent judgment and initiative in completing assignments. Employee must also exercise tact and courtesy in frequent contact with co-workers and supervisors.

Duties and Responsibilities: *(Which are **not** in any hierarchical order)*

1. Monitors SCADA equipment and maintains proper surveillance of all plant processes, equipment and controls to ensure efficient operation of the plant.
2. Monitors process variables, making changes as determined by flow, controls, instrumentation analysis, calculations, and visual observations; calibrates equipment; adds chemicals; monitors and participates in shut-downs and start-ups of equipment as directed.
3. Reviews logs and notes to evaluate condition of water plant at beginning of shift.
4. Collects and analyzes water samples from a variety of sources on a regularly scheduled basis or upon request.

5. Adjusts or recalibrates laboratory equipment, chemical feeds, and pressures based on water sample analysis.
6. Monitors, adjusts and cleans filter system to ensure proper functioning.
7. Monitors and performs routine preventive maintenance of equipment and cleaning of chemical rooms.
8. Maintains supplies, chemicals and parts, and ensures that related paperwork and invoices are processed.
9. Uploads chemicals from tanker trucks, filling tanks as necessary.
10. Assists in performing preventive and emergency maintenance on equipment.
11. Performs regular inspections of the plant, facilities, pump stations, storage tanks and supporting equipment to ensure proper operating condition at all times; maintains detailed records of findings concerning conditions and status or state of all equipment in assigned area.
12. Logs information associated with water plant status per shift assignment(s) to include, but not limited to: production log sheets/books, filters operations log sheet/books, treatment operations log sheets/books, sludge processing log sheet/book, and other application log books applicable to the Public Water Supply System journal.
13. Performs related work as required.

Knowledge, Skills, and Abilities:

- Considerable knowledge of water operational systems, principles and practices.
- Considerable knowledge of City, federal and state rules, regulations, practices and procedures related to the operation and administration of water systems.
- Considerable knowledge of occupational hazards, health, safety and environmental policies, precautions, and procedures associated with water plant operations and related activities.
- Knowledge of recordkeeping and file maintenance practices and procedures.
- Working knowledge of chemistry as applied to water treatment.
- Ability to use computer system(s) operated by the City and department for monitoring plant and distribution system operations, including computerized maintenance management systems (CMMS); preparing, completing and closing work orders as required.
- General knowledge of asset management procedures and processes; best business practices for water treatment plant operation.
- Skill in safely responding to health, safety, and environmental incidents or emergencies.
- Skill in safely maintaining and operating water plant systems, equipment and machinery.
- Skill in the safe use of hazardous chemicals.
- Skill in utilizing verbal and written communication and the ability to keep accurate records in the development and preparation of reports and presentations.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

Physical Requirements and Work Environment: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the operation and inspection of facilities and equipment, with the ability to detect mechanical or operational problems. There is frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

Minimum Qualifications: High school diploma or GED supplemented by vocational and/or technical training in water treatment plant operations, biology, chemistry, or bacteriology and five (5) years experience involving water plant operations and equipment maintenance, or any equivalent combination of training and experience. Associate degree in biology, chemistry, science or related field, preferred. Must possess and maintain State of Florida Department of Environmental Protection Water Treatment certification, Class A. A valid Florida driver's license and CDL is required. A valid driver's license from any state (equivalent to a State of Florida Class E) may be utilized upon application; with the ability to obtain the State of Florida driver's license within 30 days from day of appointment

2. State of Florida Certified "B" Water Treatment Operator (Water Plant Operator II)

Summary:
Under limited supervision, oversees and performs a variety of complex duties to ensure a safe and adequate supply of water in accordance with City, federal and state standards; and performs related duties as assigned.

Essential Functions: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

An employee in this class performs responsible technical and skilled work in the operation and minor maintenance of water treatment plant, water storage tanks, pump stations and associated facilities. Work involves performing required analysis and tests; checking chlorinators and other plant machines and equipment; and reading meters, gauges and dials. Work also involves monitoring potable water levels in ground storage tanks. Employee is responsible for maintaining records of readings, making chemical adjustments, maintaining accurate records, and maintaining equipment and fixtures as required. Employee must exercise independent judgment and initiative in completing assignments. Employee must also exercise tact and courtesy in frequent contact with co-workers and supervisors.

Duties and Responsibilities: *(Which are **not** in any hierarchical order)*

1. Reviews logs and notes to evaluate condition of water plant at beginning of shift.
2. Monitors computer SCADA equipment to ensure efficient plant operation; maintains pump status and reservoir levels.
3. Collects and analyzes water samples from a variety of sources on a regularly scheduled basis or upon request.
4. Monitors and maintains proper surveillance of all plant processes, equipment and controls to ensure efficient operation of the plant, pump stations and storage tanks.
5. Adjusts or recalibrates laboratory equipment, chemical feeds, and pressures based on water sample analysis.
6. Monitors, adjusts and cleans filter system to ensure proper functioning.
7. Performs regular shift inspections of the plant, facilities, and supporting equipment to ensure proper operating condition at all times; maintains detailed records of findings.
8. Monitors and performs routine preventive maintenance of equipment and cleaning of chemical rooms.
9. Inventories, orders, and receives supplies.
10. Uploads chemicals from tanker trucks and stores in bulk storage tanks; fills day tanks as necessary.
11. Prepares and submits required records, logs and reports.
12. Assists in performing preventive and emergency maintenance on equipment.

KNOWLEDGE, SKILLS AND ABILITIES:

- General knowledge of water treatment operational systems.
- Knowledge of City, federal and state rules, regulations, practices and procedures related to the operation and administration of water systems.
- Knowledge of health, safety and environmental policies, precautions, and procedures.
- Knowledge of chemistry as applied to water treatment.
- Knowledge of recordkeeping and file maintenance practices and procedures.
- Ability to recognize breakdowns in water treatment plant equipment.
- Ability to use computer system(s) operated by the City and department for monitoring plant and distribution system operations, including computerized maintenance management systems (CMMS); preparing, completing and closing work orders as required.
- Ability to exercise independent judgment in making decisions and coordinating the proper operation of equipment to produce water.
- Skill in safely responding to health, safety, and environmental incidents or emergencies.
- Skill in safely maintaining and operating water plant systems, equipment and machinery.
- Skill in the safe use of hazardous chemicals.
- Skill in utilizing verbal and written communication in the development of reports and presentations.

- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the operation and inspection of facilities and equipment, with the ability to detect mechanical or operational problems. There is frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma or GED supplemented by vocational and/or technical training in water treatment plant operations, biology, chemistry, or bacteriology and three (3) years experience involving water plant operations and equipment maintenance, or any equivalent combination of training and experience. Associate degree in biology, chemistry, science or related field, preferred. Must possess and maintain State of Florida Department of Environmental Protection Water Treatment certification, Class B. A valid Florida driver's license and CDL is required. A valid driver's license from any state (equivalent to a State of Florida Class E) may be utilized upon application; with the ability to obtain the State of Florida driver's license within 30 days from day of appointment.

3. State of Florida Certified "C" Water Treatment Operator (Water Plant Operator)

Summary:
Under limited supervision follows a defined training program in water treatment to a certified operator, performs daily tasks and maintenance of the water facility, and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Receives training assignments from the Lead Operator.
2. Checks the condition of the water plant at the beginning of the assigned shift by reviewing logs and notes.
3. Assists or performs analysis of incoming water and outgoing water to ensure proper quality.
4. Make adjustments necessary to maintain quality as directed.
5. Checks levels of sludge thickener to ensure consistent feed of sludge waste polymer.
6. Checks the depth of sludge in the basins to ensure proper levels are maintained.
7. Performs regular tests for leaks of chlorine and other dangerous chemicals.
8. Backwashes filters to ensure proper filtration by removing trapped particulate.
9. Observes, trains, and assists in performing preventive and emergency maintenance on equipment.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of water systems.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining water systems equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of water systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating water systems machinery in a safe and capable manner.
- Skill in using hand and power tools.
- Skill in the proper use of hazardous chemicals.
- Ability to obtain and maintain required certification as a water plant operator.
- Ability to follow oral and written instructions.
- Ability to follow safety practices and recognizes hazards.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves performing moderate work in all types of weather. There is occasional need to stand, stoop, walk, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and one (1) year related experience, or any equivalent combination of training and experience. Must possess State of Florida Water Treatment Plant Operator Class C certification. A valid Florida driver's license, required.

4. **State of Florida Certified "A" Wastewater Treatment Operator (Wastewater Plant Operator III)**

SUMMARY:
Under limited supervision, performs a variety of duties to provide for the proper treatment of wastewater in accordance with federal, state, and local standards; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Monitor and observe plant operating conditions, monitor plant SCADA system, record observations and data in shift log, and follow process control procedures for assigned areas.
2. Collect water, wastewater, and sludge samples from various plant locations, perform designated laboratory procedures, and calibrate laboratory equipment as required.
3. Adjust chemical feeds as necessary based on the results of sample analysis.
4. Monitor and adjust wastewater treatment equipment (e.g., pumps, mixers, blowers, etc.) to ensure proper functioning.
5. Monitor and adjust sludge dewatering process equipment, including belt filter presses, gravity belt thickeners, conveyer belt systems, and associated equipment.
6. Perform regular tests for leaks of chlorine and other dangerous chemicals to ensure safe and adequate levels.
7. Perform routine maintenance and cleaning of plant equipment.
8. Assist in the training activities of wastewater plant operators and trainees.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of wastewater treatment.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining wastewater treatment equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of wastewater systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating wastewater systems machinery.
- Skill in the proper use of hazardous chemicals.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to follow safety practices and recognizes hazards.
- Ability to obtain and maintain required certification as a wastewater operator.
- Ability to follow oral and written instructions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the inspection of facilities and equipment. There is a frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School Diploma or GED required, Associates Degree preferred and five (5) years related experience, or any equivalent combination of training and experience. State of Florida Wastewater Operator license "A" is required.

5. State of Florida Certified "B" Wastewater Treatment Operator (Wastewater Plant Operator II)

SUMMARY:
Under limited supervision, performs a variety of duties to provide for the proper treatment of wastewater in accordance with federal, state, and local standards; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Monitor and observe plant operating conditions, monitor plant SCADA system, record observations and data in shift log, and follow process control procedures for assigned areas.
2. Collect water, wastewater, and sludge samples from various plant locations, perform designated laboratory procedures, and calibrate laboratory equipment as required.
3. Adjust chemical feeds as necessary based on the results of sample analysis.
4. Monitor and adjust wastewater treatment equipment (e.g., pumps, mixers, blowers, etc.) to ensure proper functioning.
5. Monitor and adjust sludge dewatering process equipment, including belt filter presses, gravity belt thickeners, conveyer belt systems, and associated equipment.
6. Perform regular tests for leaks of chlorine and other dangerous chemicals to ensure safe and adequate levels.
7. Perform routine maintenance and cleaning of plant equipment.
8. Assist in the training activities of wastewater plant operators and trainees.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of wastewater treatment.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining wastewater treatment equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of wastewater systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating wastewater systems machinery.
- Skill in the proper use of hazardous chemicals.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to follow safety practices and recognizes hazards.
- Ability to obtain and maintain required certification as a wastewater operator.
- Ability to follow oral and written instructions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the inspection of facilities and equipment. There is a frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School Diploma or GED required, Associates Degree preferred and three (3) years related experience, or any equivalent combination of training and experience. State of Florida Wastewater Operator license "B" is required.

6. State of Florida Certified "C" Wastewater Treatment Operator (Wastewater Plant Operator I)

SUMMARY:
Under limited supervision, performs a variety of duties to provide for the proper treatment of wastewater in accordance with federal, state, and local standards; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*
DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Monitor and observe plant operating conditions, monitor plant SCADA system, record observations and data in shift log, and follow process control procedures for assigned areas.
2. Collect water, wastewater, and sludge samples from various plant locations, perform designated laboratory procedures, and calibrate laboratory equipment as required.
3. Adjust chemical feeds as necessary based on the results of sample analysis.
4. Monitor and adjust wastewater treatment equipment (e.g., pumps, mixers, blowers, etc.) to ensure proper functioning.
5. Monitor and adjust sludge dewatering process equipment, including belt filter presses, gravity belt thickeners, conveyer belt systems, and associated equipment.
6. Perform regular tests for leaks of chlorine and other dangerous chemicals to ensure safe and adequate levels.
7. Perform routine maintenance and cleaning of plant equipment.
8. Assist in the training activities of wastewater plant operators and trainees.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the principles and practices of wastewater treatment.
- Knowledge of the proper methods and techniques used in cleaning, repairing, and maintaining wastewater treatment equipment.
- Knowledge of the federal, state, and local rules, regulations, policies and procedures regarding the operation and administration of wastewater systems.
- Knowledge of occupational hazards and safety precautions.
- Skill in operating wastewater systems machinery.
- Skill in the proper use of hazardous chemicals.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to follow safety practices and recognizes hazards.
- Ability to obtain and maintain required certification as a wastewater operator.
- Ability to follow oral and written instructions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the inspection of facilities and equipment. There is a frequent need to stand, stoop, walk, sit, climb in high areas and on catwalks, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High school diploma or GED from an institution recognized by the Florida Department of Education, and one (1) year related experience, or any equivalent combination of training and experience. State of Florida Wastewater Operator license "C" is required.

A valid State of Florida driver's license is required. A valid driver's license from another state (equivalent to the State of Florida Class E driver's license) may be utilized upon application with the ability to obtain the State of Florida driver's license within 30 days from date of employment.

Engineering and Office Staff

7. Secretary

SUMMARY:
Under limited supervision, performs a variety of secretarial and clerical functions for one or more staff/management personnel following established procedures and practices; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Greets the public; answers, screens, directs or refers incoming calls, mail and visitors.
2. Logs, routes to appropriate authority or handles citizen complaints.
3. Screens and schedules appointments.
4. Composes, types, transcribes, and edits a variety of correspondence, reports, memoranda, and other material from written draft or dictation.
5. May transcribe minutes and dictation requiring the understanding of complex terminology.
6. Plans, schedules, composes agenda, attends and takes minutes of committee meetings, hearings and conferences.
7. Prepares purchase orders; maintains inventories, and orders office supplies and materials.
8. Maintains, tracks, and processes invoices and budgetary expenditures.
9. Prepares and records liens and satisfactions.
10. Prepares budgetary information and spreadsheets.
11. Sets up and maintains manual and automated filing systems.
12. Processes a variety of human resources documents including hiring requisitions, appraisals, promotions, attendance records and payroll input forms.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the City's governmental organization, policies and procedures.
- Knowledge of general office procedures, methods and equipment.
- Knowledge of public relations/customer service principles, practices and techniques.
- Knowledge of a variety of computer software, including word-processing, spreadsheet, and presentation applications.
- Knowledge of basic accounting or business practices and methods.
- Skill in typing, word-processing and dictation.
- Skill in operating a variety of office equipment, including personal computers, telephones, calculators, computer terminals, dictaphone, and typewriters.
- Skill in preparing and maintaining accurate records, reports, and files.
- Skill in handling and prioritizing multiple projects.
- Skill in coordinating calendars, appointments, room assignments, etc.
- Skill in understanding and following oral and written directions.
- Skill in utilizing public relations techniques in responding to inquiries and complaints.
- Ability to establish cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:
Work involves light work in an office setting. There is frequent need to stand, stoop, walk, sit, occasionally lift light objects (up to 25 pounds) and perform other similar actions during the course of the through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS:
High school diploma from an institution recognized by the Florida Department of Education, or GED, and three (3) years of clerical or office experience, or any equivalent combination of training and experience.

A current and valid Florida driver's license and a State of Florida Notary Public may be required depending upon the area of assignment.

8. Project Engineer

SUMMARY:
Under limited supervision, performs professional engineering services; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Performs professional engineering services for the design of various projects within the City to include paving, drainage, sanitary, street lighting, traffic systems, construction projects, and capital improvement projects.
2. May supervise City staff or outside consultants providing the services of design review, construction, and inspection of projects.
3. Meets with developers, representatives from other agencies, and City staff to resolve issues related to the design and construction of projects to ensure projects meet the requirements of the City's standards and specifications.
4. Performs engineering studies and calculations related to assigned area of responsibility.
5. Manages and monitors contracts with outside consultants and contractors.
6. Reviews and approves construction plans, reports and studies.
7. Meets with, responds to, and resolves community and organizational questions related to design of projects.
8. Authors and edits technical specifications, contract documents, and cost estimates. Performs analysis of costs for projects.
9. Reviews, approves and processes change orders for projects.
10. Prepares status reports on design projects.
11. Reviews and modifies contract documents including schedule of bid items. Evaluates and approves contractor pay requests.
12. Visits construction sites to observe progress and quality of projects under construction projects.
13. Drafts City Commission Agenda Items for management review and approval.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of principles and techniques of supervision, budgeting and project management.
- Knowledge of standard engineering practices.
- Knowledge the principles of mathematics.
- Knowledge of surveying, mapping, cost estimating, construction design, and contract negotiation.
- Knowledge of city standards and specifications for design and construction projects.
- Skill in analyzing complex issues and developing and implementing an appropriate response.
- Skill in interpreting engineering construction plans, specifications and contract documents.
- Skill in responding appropriately to issues and concerns voiced by contractors and the community.
- Skill in analyzing and evaluating information accurately, and in expressing ideas clearly, when providing oral or written reports and recommendations.
- Skill in assigning and monitoring the work of City staff and monitoring contractors.
- Skill in inspecting construction projects for compliance with specifications and codes.
- Skill in using general office equipment such as computers, fax, copier, calculator and phone.
- Skill in interpreting and negotiating professional service and construction contracts.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves sedentary to light work in an office setting. There is frequent need to sit, talk or hear, stand, walk, use hands to finger, handle or feel, reach with hands and arms and lift light items (up to 10 pounds). There is occasional need to perform work outdoors with exposure to weather when performing on-site inspections of projects. There is occasional need to climb or balance, stoop, kneel, crawl, or crouch and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol-free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Civil Engineering or related field and Engineer in Training Certificate from the State of Florida, or any equivalent combination of training and experience. A valid Florida driver's license.

9. Customer Service Representative

SUMMARY:
Under limited supervision, this position provides constant customer support for all aspects of utility accounts; activates, updates, and closes accounts; maintains paperwork and mainframe database for customer accounts records; heavy interaction with internal and external customers which requires understanding, influencing and cooperation from the work group and the chain of command. Impact within City's utilities service area; may perform other duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the American with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of the class.)*

DUTIES AND RESPONSIBILITIES: *(which are not in any hierarchical order)*

1. Heavy interaction with internal and external customers via telephone and in person to open and close customer utility accounts; using some judgment according to approved procedures to calculate deposits, charges and credits; prepares customer application, certificates of deposit, official receipts and other paperwork required for computer input to maintain mainframe database to assure accurate customer account billing.
2. Researches and resolves concerns with billing questions, delinquent collections, deposits, returned checks, inspections and maintenance; uses judgment in issuing work orders for inspections, according to understanding from customer on account issues. Customer impact extends beyond the city limits.
3. Heavy interaction with city wide internal and external customers via telephone and in person regarding updates and maintenance of mainframe computer data and hard copy files, work orders, logs, and reports associated with various customer service business transitions.
4. Dispatches assignments to outside personnel via two-way radio.
5. Generates, completes and maintains historical information for appropriate customer service records retention.
6. Tracks and monitors, via computer and reports work assignments within the department to ensure completion of same.

KNOWLEDGE SKILLS AND ABILITIES:

- Knowledge and skills in using effective customer service practices.
- Knowledge of bookkeeping or basic accounting methods.
- Knowledge of payment processing and receipt processing procedures.
- Skill in using computer and specialized software applications for customer accounts.
- Skill in using common office machinery and equipment.
- Skill in using mathematical computations used in accounting.
- Skill in both verbal and written communications.
- Skill in following written and oral instructions.
- Ability to establish and maintain effective working relationships with internal and external customers, inside and outside the work group.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves sedentary to light work in an office setting. There is frequent need to stand, stoop, walk, sit, lift light objects (up to 10 pounds) and perform other similar actions during the course of the workday. The city of West Palm Beach promotes a drug/free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFCATIONS: High School diploma or GED and 2 years customer service experience in a related field, or any equivalent combination of training and experience.

10. Customer Relations Specialist

SUMMARY:
Under limited supervision, provides positive customer relations by assisting in difficult customer situations with regards to citizen's concerns and requests; monitors computer and radio systems to ensure public utilities functions are working properly; interacts with customers to rectify complaints; dispatches work crews to undertake necessary repairs or services; documents task accomplishments and prepares reports on system and repair activities; manages telephone inquiries from all City Departments, with the exception of fire and police, after normal duty hours,; may perform related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Answers telephones, asks relevant questions and directs phone calls to other departments or agencies or inputs issues in the City's 311 Action System.
2. Monitors and logs all communications, enters information on forms and computer equipment, and prepares reports as needed. Keeps tracking log of all requests for information and services.
3. Researches and responds to citizens requests for information and services. Processes and sends out follow up cards to customers and follows up daily with citizens and department heads.
4. Using radio and telephone equipment, dispatches public works field personnel, including emergency repair crews as requested by public works supervisors, the public or other City of West Palm Beach departments.
5. Monitors computer telemetry systems, security systems, nature center's security system, and alerts response personnel to alarms.
6. Facilitates response to emergency and critical matters as reported.
7. Responds to after-hours customer service inquires and coordinates service response with appropriate division and interacts with City's customer information system.
8. Assigns all types of work orders to field personnel, and provides assistance in locating underground utilities on systems maps.
9. Monitors weather and advises crews of storms or other weather conditions using weather tracking system.
10. Maintains knowledge of health department regulations pertaining to sewage spills for boil water notification.
11. Attends job related training courses to improve and/or enhance job performance, including training to effectively handle after-hours customer service functions.
12. Observes standard operating procedures and safety practices.
13. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to handle special projects of diverse nature as assigned.
- Ability to interface effectively with the general public to solve customer concerns.
- Ability to organize work and to determine priorities.
- Ability to problem solve and make decisions.
- Ability to communicate effectively orally and in writing.
- Ability to demonstrate good listening skills.
- Ability to establish and maintain effective working relationships with supervisors, peers, employees, and members of the general public.

- Ability to learn monitoring communications, telemetry and weather equipment.
- Ability to learn the use of two way radio operations, radio ten signals and various telecommunication devices.
- Ability to learn utilities operations and computer related software.
- Ability to work effectively under stressful situations.
- Ability to work independently or in a team atmosphere.
- Ability to work nigh/day shifts and during emergency situations.
- Skills in customer service, human relations and communications.
- Skills in recording information accurately.
- Skills in the basic capabilities and functions of data input application software.
- Skills in using general office equipment such as telephone, fax, duplicating machines, copiers and computers.
- Skills in record keeping.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves detailed concentration for long periods of time in a modified office environment. There is a frequent need to sit, talk or hear, use hands to finger or type, close and color vision required during the course of the workday. There may be occasional need for light lifting. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing. This position may also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving record.

MINIMUM QUALIFICATIONS: High School diploma, or GED and two (2) years telecommunications customer service experience, customer relations experience, or related field, or any equivalent combination of training and experience. Experience in utilities customer service, preferred. Ability to type at least 25 wpm. A valid Florida driver's license is required.

Skilled Staff

11. Maintenance Mechanic

SUMMARY:
Under close supervision, performs duties associated with repairing and maintaining wastewater collection and water distribution systems, City park amenities or City athletic fields, performs duties associated with the installation, troubleshooting and maintenance of irrigation equipment, systems and small pumps; and performs related duties as assigned. This position may lead a small crew of workers.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics). This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order and may vary based on assignment)*

1. Determines type and quantities of materials required to perform and complete job assignments and arranges for timely delivery to job sites.
2. Inspects parks grounds, athletic fields, and buildings to determine need for repairs or preventative maintenance.
3. Inspects playground equipment to determine compliance with ADA (Americans with Disabilities Act) and OSHA (Occupational Safety and Health Association) Standards and other safety codes. Repairs equipment, as required.
4. Performs minor repairs to parks buildings such as painting, caulking, repairing drywall, installing drop ceilings and rewiring lighting fixtures. Paints and repairs park entry signs.
5. Locates, excavates and repairs or replaces damaged or malfunctioning equipment.
6. Repairs and maintains water distribution and wastewater collection systems.
7. Repairs and replaces valves, fire hydrants, water service lines, sewer lines, manholes, air release valves and structures.

8. Participates in water distribution and metering system repair and installation of mains, pipelines, meters, hydrants, valves, curb stops and related system components.
9. Prepares road and applies asphalt when construction is complete. Sets road base to proper compacting and sets asphalt.
10. Repairs sidewalks and driveways and finishes concrete as required.
11. Maintains ponds and lake fountains to include removing debris.
12. Maintains athletic fields (grass and clay) to include lining, mowing, fertilizing, watering, packing mounds and repairing sod.
13. Operates a pressure washer to maintain sidewalks and concrete areas.
14. Operates trucks and construction and maintenance equipment as necessary to complete work projects; checks equipment for proper servicing, operation and safety and reports defects to supervisor; maintains inventory of tools and equipment.
15. Installs street barricades and cones prior to the performance of construction and repair activities; direct and control traffic around work sites.
16. Maintain records related to particular area of assignment; may input and recall information into a computer terminal.
17. Delivers and sets up equipment for special events.
18. Uses acetylene torches, welding equipment, electrical and gas powered hand tools, manual hand tools, and pressure washer in the performance of duties.
19. Responds to questions from the public regarding field or parks condition and status of repairs.
20. Observes standard operating procedures and safety practices.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of operational characteristics of fire hydrants, valves and water meters.
- Knowledge of tools and mechanical equipment used in maintenance and repair work.
- Knowledge of Federal, State and local laws, and standards governing area of responsibility.
- Knowledge of safe shoring and trenching practices.
- Skill in using and operating hand tools, mechanical equipment, and power tools and equipment required to work in a safe and efficient manner.
- Skill in operating bobcats and five-gang mower when assigned to grounds work.
- Skill in performing basic carpentry, electrical and welding duties when assigned to parks maintenance.
- Skill in reading engineering drawings or blueprints.
- Skill in identifying unsafe conditions and taking corrective action.
- Skill in troubleshooting and assessing problems and determining most effective method of repair.
- Skill in communicating effectively with others.
- Skill in dealing effectively with the general public.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves considerable physical activity in an outdoor setting. There is frequent need to walk, stand, reach with hands and arms, use the hands to finger, handle or feel, stoop, kneel, crouch or crawl, climb or balance and lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. Work involves occasional need to sit, talk or hear, taste or smell. The City of West Palm Beach promotes a drug/alcohol-free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School diploma or GED and two (2) years experience in the repair and maintenance of water distribution systems, wastewater collection systems, pumping systems, irrigation systems, facilities maintenance, or any equivalent combination of training and experience. Valid Class "D" Florida driver's license, and a Commercial Driver's license, Class B may be required depending upon area of assignment.

12. Utilities Electrician

SUMMARY:
Under limited supervision, maintains the electrical and instrumentation systems at the water and wastewater treatment plants and lift stations; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Provides maintenance and required repairs on electrical systems in water and wastewater treatment plants and lift stations including 4160 volt switch gear, radio controlled and computerized motor controls and programmable controllers and other related electrical equipment.
2. Orders replacement parts and equipment.
3. Performs record keeping and maintains files on work performed and schedule for maintenance or repair.
4. May assist in the installation of electrical conduit, wire systems, motor components and related electrical devices.
5. Observes standard operating procedures and safety practices.
6. Responds to emergency calls for service on a call-out basis and works outside normal working hours as needed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of electrical circuits.
- Knowledge of wastewater collection and operation, wastewater and utilities facilitates construction and maintenance, and related rules, regulations, ordinances and laws.
- Knowledge of proper use of tools and safety practices.
- Knowledge of City policies and procedures.
- Knowledge of machinery, pumps and motors.
- Knowledge of occupational hazards and necessary safety precautions applicable to maintenance and repair of electrical equipment and circuitry.
- Skill in responding quickly to critical situations, and carry out work assignments as instructed.
- Skill in reading and interpreting schematics and blueprints.
- Ability to install, troubleshoot, repair and operate electronic and electrical equipment and related circuitry, computers, and other related equipment.
- Ability to communicate effectively orally and in writing and to effectively operate two way radio.
- Ability to establish and maintain cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves standing, walking long distances, stooping, kneeling, crouching, or crawling, and reaching with hands and arms. The employee may also be required to sit, climb or balance, grasp, push and pull. The employee is exposed to outside elements, and must be able to work below ground levels, climb, and run. Work requires light to heavy lifting. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing. This position will also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving record.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and four (4) years experience as an industrial electrician, or any equivalent combination of training and experience. A Journeyman Electricians' license or higher level and a valid Florida driver's license are required.

13. Utilities Controls Technician

SUMMARY:
Under limited supervision, repairs, installs, and provides preventive maintenance service of electronic instruments and automation systems including pneumatic and hydraulic systems; utilities and is familiar with the computerized maintenance system; may lead a team of technicians to provide services throughout the Utilities Department, coordinates jobs and tasks of personnel; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Plans, assigns, and coordinates installation, maintenance, calibration, testing and repair work on the electronic instrumentation, hydraulic and pneumatic, and automation systems of the treatment plants and lift stations.
2. Provides assistance to install, start-up, modify, and maintain computer hardware and software in the utilities department.
3. Creates upcoming work orders via the computer system, and tracks and updates status of work orders, and generates required reports.
4. Evaluates proposals, drawings and specifications for instrumentation and telemetry modifications.
5. Repairs telemetry and automation systems by troubleshooting, identifying and procuring necessary replacement parts and/or upgrades as appropriate.
6. Attends Division meetings to plan and schedule work and to exchange information on work status.
7. Trains and requires employees to observe safe working practices, and ensures availability of required safety equipment.
8. Provides training for employees on the job and determines outside training courses for them.
9. Attends job related training to improve job knowledge and/or enhance job performance.
10. Documents changes made to electrical and instrumentation programs, schematic drawings, and operations and maintenance manuals.
11. Assists electrical team to install, maintain, test, and repair plant electrical systems.

KNOWLEDGE, SKILLS AND ABILITIES:

- Must be knowledgeable of occupational hazards and safety precautions found in maintenance and repair work.
- Knowledge of the theory, practice, materials, tools, and equipment used in the field of instrumentation and control.
- Must have knowledge of the principles of physics, pneumatics hydraulics,, magnetics, electrical and electronics and related control systems.
- Knowledge of computer hardware and software, including microcomputer disk operating systems, spreadsheet, data base management systems and other applications.
- Knowledge of water and wastewater plant operations.
- Knowledge of the troubleshooting techniques in the instrumentation control field.
- Skill in recognizing and solve problems of a complex nature.
- Skill in supervising technical personnel; ability to plan and schedule work and preventative maintenance.
- Skills in computer operations and record keeping.
- Ability to understand electrical and electronic designs, and repair circuit boards, and troubleshoot circuits and to use oscilloscopes and other test equipment.
- Ability to conduct component level troubleshooting.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with supervisors and team members.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves standing, walking long distances, stooping, kneeling, crouching, or crawling, and reaching with hands and arms. The employee may also be required to sit, climb or balance, grasp, push and pull. The employee is exposed to outside elements, and must be able to work below ground levels, climb, and run. Work requires light to heavy lifting. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing. This position will also require the use of City vehicles on City business. Individuals must be physically capable of operating the vehicles safely and have an acceptable driving history.

MINIMUM QUALIFICATIONS: High school diploma or GED from an educational institution recognized by the State of Florida Department of Education and three (3) years related experience preferably in industrial instrumentation and controls experience, or any equivalent combination of training and experience. A valid Florida driver's license is required. Formal trade school or military training with emphasis in mathematics and physics is highly desirable. Associates degree from an accredited college with specialized training in electrical, electronics, or instrumentation technology is highly desirable. ISA Certification is highly desirable.

14. Laboratory Technician I

SUMMARY:
Under close supervision performs routine collection, sampling, and analysis of water from water plant, distribution system and catchment area for City water quality; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Assists in collection of water samples and data to keep plant operations informed and process controls.
2. Performs analytical testing of chemicals and water quality to obtain data necessary in making process control adjustments.
3. Collects and analyzes water samples from catchment, residential or business location sites.
4. Disinfects surfaces and performs bacteriological tests of samples collected daily.
5. Prepares distilled water, broth (cultures), autoclaves equipment, and sterilizes equipment.
6. Collects annual copper and lead samples.
7. Prepares data for Quality Assurance.
8. Prepares reagents, inventories and stocks chemicals and laboratory supplies.
9. Attends meetings and training classes.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic microbiology and chemistry methods, practices and procedures.
- Knowledge of laboratory equipment, methods, measurements, and practices.
- Knowledge of health and safety regulations and procedures.
- Knowledge of mixing chemicals.
- Skill in utilizing health and safety precautions in the collection and analysis of water samples.
- Skill in safely performing laboratory testing, conversions, titration, chemical analysis, and pH ranges.
- Skill in accurately performing and recording basic math calculations and data.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the collection and analysis of water samples and mixing of chemicals, with the ability to detect water quality problems. There is frequent need to stand, stoop, walk, sit, climb in high areas, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Associate's Degree from an accredited college with a major in Chemistry, Microbiology, or Wastewater Management and one (1) year related experience collecting and analyzing water samples, or any equivalent combination of training and experience. A valid Florida driver's license is required.

15. Laboratory Technician II

SUMMARY:
Under close supervision performs routine collection, sampling, and analysis of water from water plant, distribution system and catchment area for City water quality; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Plan and participate in routine sample collection. Plan and perform skilled analysis of water samples according to established testing, reporting, and QAQC procedures.
2. Perform quantitative and qualitative laboratory analyses of water and biosolids for chemical and microbiological contaminants according to protocols accepted by EPA and Standard Methods. Typical analyses may include: Level 1 analyses AND: atomic absorption, sulfate, chlorine demand, oil and grease, nitrate, nitrite, ammonia, phosphate, fluoride, TKN, TP, process control topics, microbiological testing, and TOC.
3. Perform strict QAQC procedure including calibration of instruments, analyzing standards, keeping logs, creating graphs, and performing statistical analysis of data.
4. Operate and perform more advanced maintenance on laboratory instruments and sampling equipment. Capable of trouble- shooting problems and perform minor repairs as needed. Ability to know when to call outside repair technicians and offer suggestions for most cost effective repair options.
5. Record, calculate, and compile data utilizing computerized software including spreadsheet and word processing software. Develop LIMS templates and extract data from LIMS for various reports. Identify trends and make recommendations for process improvement.
6. Coordinate with all Technicians to guide and facilitate the smooth operation of the lab. Track supplies and proactively report purchasing needs.
7. Work with a variety of hazardous materials including chemicals, solvents, and biohazards using appropriate safety precautions. Conduct safety surveys.
8. Perform other job functions as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic microbiology and chemistry methods, practices and procedures.
- Knowledge of laboratory equipment, methods, measurements, and practices.
- Knowledge of health and safety regulations and procedures.
- Knowledge of mixing chemicals.
- Skill in utilizing health and safety precautions in the collection and analysis of water samples.
- Skill in safely performing laboratory testing, conversions, titration, chemical analysis, and pH ranges.
- Skill in accurately performing and recording basic math calculations and data.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the collection and analysis of water samples and mixing of chemicals, with the ability to detect water quality problems. There is frequent need to stand, stoop, walk, sit, climb in high areas, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Associate's Degree from an accredited college with a major in Chemistry, Microbiology, or Wastewater Management and three (3) years related experience collecting and analyzing water samples, or any equivalent combination of training and experience. A valid Florida driver's license is required.

ALTERNATE REQUIREMENTS: Bachelor's degree in biology, chemistry, environmental science or a closely related field and two (2) years of experience as a Level 1 Technician.

16. Laboratory Technician III

SUMMARY:
Under close supervision performs routine collection, sampling, and analysis of water from water plant, distribution system and catchment area for City water quality; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Schedule, plan and execute routine and complex sample collections. Plan and perform skilled analysis of water samples according to established testing, reporting, and QAQC procedures.
2. Perform quantitative and qualitative laboratory analyses of water and biosolids for chemical and microbiological contaminants according to protocols accepted by EPA and Standard Methods. Typical analyses may include: Level 1 and 2 analyses AND: ion chromatography, ICP, spectrophotometry, surfactants, gas-liquid chromatography, toxicity tests, and jar testing. Ability to extrapolate jar testing results to process improvement. Ability to trouble-shoot microbiological analyses and interpret results.
3. Perform strict QAQC procedure including calibration of instruments, analyzing standards, keeping logs, creating graphs, and performing statistical analysis of data.
4. Operate and perform more advanced maintenance on laboratory instruments and sampling equipment. Moderate trouble- shooting ability with the ability to perform moderately complex repairs and process changes as needed. Ability to know when to call outside repair technicians and offer suggestions for most cost effective repair options.
5. Record, calculate, and compile data utilizing computerized software including spreadsheet and word processing software. Develop LIMS templates and extract data from LIMS for various reports. Identify trends and make recommendations for process improvement. Conduct backlog reviews and prioritize data input and review.
6. Coordinate with all Technicians to guide and facilitate the smooth operation of the lab. Track supplies and proactively report purchasing needs. Suggest equipment specifications for major equipment and supplies needed.
7. Work with a variety of hazardous materials including chemicals, solvents, and biohazards using appropriate safety precautions. Conduct safety surveys. Guide and educate staff on safety matters and topics.
8. Perform other job functions as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic microbiology and chemistry methods, practices and procedures.
- Knowledge of laboratory equipment, methods, measurements, and practices.
- Knowledge of health and safety regulations and procedures.
- Knowledge of mixing chemicals.

- Skill in utilizing health and safety precautions in the collection and analysis of water samples.
- Skill in safely performing laboratory testing, conversions, titration, chemical analysis, and pH ranges.
- Skill in accurately performing and recording basic math calculations and data.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the collection and analysis of water samples and mixing of chemicals, with the ability to detect water quality problems. There is frequent need to stand, stoop, walk, sit, climb in high areas, lift moderately heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Associate's degree from an accredited college with a major in Chemistry, Microbiology, Environmental Sciences, or Wastewater Management and five (5) years related experience collecting and analyzing water samples, or any equivalent combination of training and experience. A valid Florida driver's license is required.

17. Heavy Equipment Operator

SUMMARY:
Under limited supervision, operates a wide variety of heavy equipment (depending on the area of assignment) to repair and maintain canals, roadways or right-of-ways, water distribution, wastewater collection or stormwater lines, transport wastewater sludge; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*
DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Loads equipment on transport.
2. Drives truck to deliver equipment to job site.
3. Unloads equipment at job site.
4. Operates heavy equipment (e.g., front-end loader, tractor trailer, bulldozer, backhoe, flat-bed or tanker truck) to support a variety of construction and maintenance projects.
5. Grades canal banks.
6. Operates tiger and scag mowers to maintain canal banks.
7. Performs or schedules preventive maintenance on assigned equipment.
8. Performs various construction and/or maintenance tasks (e.g. hauling trash and debris, repairing asphalt, building catch basin, mowing canal banks, repairing sidewalks)

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of operation of a variety of heavy and medium equipment and vehicles.
- Knowledge of common hand and power tools.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of basic preventive maintenance on assigned equipment.
- Skill in following oral and written instructions.
- Skill in operating and working around moving equipment.
- Skill in communicating effectively, orally and in writing.
- Ability to follow safety practices and recognizing hazards.
- Ability to establish cooperative work relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy work in all types of weather. There is frequent need to stand, stoop, walk, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Eighth grade education and three (3) years of experience relevant to the assignment, or any equivalent combination of training and experience. Possession of a Commercial driver's license or certifications specific to the assignment may be required.

18. Maintenance Worker

SUMMARY:
Under close supervision, maintains the City parks and recreational areas, City buildings and facilities; maintains and repairs park amenities such as fences, tables or playground equipment; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills and other characteristics. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(which are **not** in any hierarchical order)*

1. Picks up trash, debris and tree limbs from public parks and recreational areas and other City facilities.
2. Maintains and repairs City facilities, park amenities, for example, fences, tables, playground equipment or drinking fountains as necessary.
3. Cleans, mops and sanitizes public restrooms; cleans, sanitizes and deodorizes restrooms.
4. Sweeps and vacuums carpeting and floors using manual and power equipment.
5. Mops, scrubs, waxes, shampoos, and spot cleans carpeting and floors.
6. Empties waste cans and ashtrays.
7. Cleans woodwork, walls, and windows using common household equipment and cleaning products.
8. Sets up and breaks down for meetings and special events.
9. Sweeps sidewalks and entryways.
10. Cleans and dusts offices.
11. Performs minor maintenance work such as changing light bulbs, repair fixtures, and furniture.
12. Keeps equipment and supplies in order and requests more when needed.
13. Maintains exterior of facility clean including trash pickup.
14. Maintains recreation equipment, such as basketball nets, courts, etc., as required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of machinery, equipment and tools necessary for the maintenance of public areas.
- Knowledge of custodial practices and procedures.
- Knowledge of occupational hazards and safety precautions.
- Skill in performing heavy manual labor in an outdoor environment.
- Skill in following oral and written instructions.
- Skill in using hand and power tools.
- Ability to establish cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy work in all types of weather. There is frequent need to stand, stoop, walk, lift heavy objects (up to 50 pounds) and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Eighth grade education and six (6) months of ground maintenance experience required, or any equivalent combination of training and experience. May require a valid Florida driver's license.

19. Meter Service Technician I

SUMMARY: Under close supervision, performs a variety of routine manual labor regarding water distribution activities, including but not limited to, reading meters manually and via Automated Meter Reading (AMR) performing uploads and down loads of handheld device, meter service inspections to determine and perform maintenance requirements. Clean and grade meter boxes, replace lids, test and repair meters, generate and complete work orders manually and/or with the assistance of a computerized hand held device, perform manual labor and all other related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Reads and records meter reading for assigned routes manually/via AMR; maintains accurate readings.
2. Performs maintenance at meter service area (cleans & grades meter boxes, replace lids, etc.); maintains & clears meter service area of obstructions and debris; dig and backfills trenches; clears and restores job site to original condition.
3. Inspects meter boxes for illegal connections, damage or other relevant maintenance requirements.
4. Test meters using specialized equipment.
5. Assists in installing meters at meter service areas; test water meters for accuracy.
6. Create and complete work orders.
7. Recognize and support all safety rules.
8. Operates vehicles and job related equipment (tools): air compressors, paving breakers, pipe saws, drills, hand power tools, forklifts, and any other related equipment; transport workers, equipment, & material to worksite; maintain and assist work group with cleaning vehicles.
9. Assist with the assembly of directional signage, signals, markers, and flags regarding work site protection; acts as flagman when necessary.
10. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES: **(**Based on area of assignment**)**

- Knowledge of geographical layout and street location of service areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public utilities.
- Knowledge of common hand and power tools.
- Knowledge of basic preventive maintenance on assigned equipment.
- Knowledge of personal computer application and use.
- Skill in reading street and general mathematical computations.
- Skill in following oral and written instructions.
- Skill in reading street maps, street signs, and meters accurately and entering information into a computer or handheld device accurately.
- Skill in operating and working around traffic and moving equipment.
- Skill in interpersonal relationships and effectively communicating with customers.
- Ability to take direction.
- Ability to adhere to safety precautions, maintain a safe working area; while recognizing occupational hazards.
- Ability to locate meter direction (north, south, east, west) by abbreviation.
- Ability to perform heavy manual labor for extended periods in adverse weather conditions.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to operate a personal computer and/or handheld device.
- Ability to perform data entry functions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy physical activity in a primarily outdoor setting under all types of weather conditions with the added exposure to insects, animals and other hazards. There is a frequent need to walk, sit, talk, hear, use hands, fingers, stoop, kneel, crouch, climb, balance, crawl lift heavy object (up to 50 pounds) and perform other similar actions during the course of the workday. This position requires the use of City vehicles on City business. Individual must be physically capable of operating a vehicle safely and have an acceptable driving history. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and one (1) year experience in a utility system, maintaining and installing meters preferred but not required, or any equivalent combination of training and experience. Possession of a valid Florida driver's license, and Commercial Driver's License, Class B may be required upon assignment. Ability to obtain forklift certification and OSHA Confined Space certification within one (1) year of employment.

20. Meter Service Technician II

SUMMARY: Under general supervision, performs a variety of routine meter service maintenance activities including but not limited to; performing skilled work and participating, tests, installations, maintenance and repairs and other related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order.)*

1. Install, remove, maintain and replace various meters types. Inspects & repairs defective meters due to damage or regular wear or other relevant maintenance requirement; inspect meter service for illegal connection and/or cross connection; field test and troubleshoot large and small meters.
2. Inspects, repairs, replace and and/or test backflow devices for proper installation and functions.
3. Create and complete assigned work orders in a detailed manner; maintains accurate records of all work performed.
4. Recognize and support all safety rules.
5. Investigates water meter service related complaints i.e. damaged box, damaged lid, dirty water, low pressure, no water and other related issues.
6. Responds to customer emergencies.
7. Communicates with office staff, dispatch and/or supervisors via radio, cell phone, or in person clearly and professionally.
8. Answers and resolves questions and/or concerns from customers and contractors regarding issues at the meter service.
9. Operates vehicles and job related equipment (tools): air compressors, paving breakers, pipe saws, drills, hand tools and any other related equipment.
10. Transport workers, equipment, & material to worksite; assist with the assembly of directional signage, signals, markers, flags regarding work site protection; acts as flagman when necessary.
11. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES: (Based on area of assignment)

- Knowledge of proper meter service repair, maintenance and installation.
- Knowledge of proper backflow installation, testing and repair.
- Knowledge of safe shoring and trenching.
- Knowledge of geographical layout and street location of service areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public utilities.
- Knowledge of common hand and power tools.
- Knowledge of basic preventive maintenance on assigned equipment.

- Knowledge of personal computer application and use.
- Skill in reading street and general mathematical computations.
- Skill in following oral and written instructions.
- Skill in reading street maps, street signs, and meters accurately and entering information into a computer or handheld device accurately.
- Skill in operating and working around traffic and moving equipment.
- Skill in reading engineering drawings or blueprints.
- Skill in identifying unsafe conditions and taking corrective action.
- Skill in interpersonal relationships and effectively communicating with customers.
- Ability to take direction.
- Ability to adhere to safety precautions, maintain a safe working area; while recognizing occupational hazards.
- Ability to locate meter direction (north, south, east, west) by abbreviation.
- Ability to perform heavy manual labor for extended periods in adverse weather conditions.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to operate a personal computer and/or handheld device.
- Ability to work flexible schedule including stand by, weekends and holidays.
- Ability to perform data entry functions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy physical activity in an outdoor setting under all types of weather conditions with the added exposure to insects, dogs, snakes and other hazards. There is a frequent need to walk, sit, talk, hear, use hands, fingers, stoop, kneel, crouch, climb, balance, crawl, lift heavy object (up to 50 pounds) and perform other similar actions during the course of the workday. This position requires the use of City vehicles on City business. Individual must be physically capable of operating a vehicle safely and have an acceptable driving history. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and three (3) years of experience, or any equivalent combination of training and experience. Possession of a valid Florida driver's license, and Commercial Driver's License, Class B may be required upon assignment. Large Meter Tester and Backflow Cross/Connection Tester and repair certifications, and 120 logged meter reading hours, required.

21. Meter Service Technician II

SUMMARY: Under limited supervision, supervises field personnel while performing a variety of routine meter service maintenance activities including but not limited to; performing skilled work and participating in testing, installations, maintenance and repairs. Ensures adherence to policies and procedures by staff and promotes good customer and employee relations. Assist with staff development, compliance, accountability, quality, safety and cost control. Performs other related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are **not** in any hierarchical order)*

1. Upon assignment, plans organizes, and supervises the daily activities of field crews as follows:
2. Install and maintains various meters.
3. Field test and troubleshoot large and small meters.
4. Inspects & repairs defective meters due to damage or regular wear or other relevant maintenance requirement; install, remove and replace meters; inspect meter service for illegal connection and/or cross connection.
5. Inspects, repairs and and/or test backflow devices for proper installation and functions.

6. Create and complete assigned work orders in a detailed manner; maintains accurate records of all work performed.
7. Recognize and support all safety rules.
8. Investigates water meter service related complaints i.e. damaged box, damaged lid, dirty water, low pressure, no water, and any other related issues.
9. Respond to all dispatched work orders.
10. Communicates with office staff, dispatch and/or supervisors via radio, cell phone, or in person clearly and professionally.
11. Answers and resolves questions and/or concerns from customers and contractors regarding issues at the meter service.
12. Operates vehicles and job related equipment (tools): air compressors, paving breakers, pipe saws, drills, hand power tools, and any other related equipment.
13. Transport workers, equipment, & material to worksite; assist with the assembly of directional signage, signals, markers, flags regarding work site protection; acts as flagman when necessary.
14. Performs related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES: (Based on area of assignment)

- Knowledge of proper meter service repair, maintenance and installation.
- Knowledge of proper backflow installation, testing and repair.
- Knowledge of safe shoring and trenching.
- Knowledge of geographical layout and street location of service areas.
- Knowledge of occupational hazards and safety precautions.
- Knowledge of machinery, equipment and tools necessary for the maintenance of public utilities.
- Knowledge of common hand and power tools.
- Knowledge of basic preventive maintenance on assigned equipment.
- Knowledge of personal computer application and use.
- Skill in reading street and general mathematical computations.
- Skill in following oral and written instructions.
- Skill in reading street maps, street signs, and meters accurately and entering information into a computer or handheld device accurately.
- Skill in operating and working around traffic and moving equipment.
- Skill in reading engineering drawings or blueprints.
- Skill in identifying unsafe conditions and taking corrective action.
- Skill in interpersonal relationships and effectively communicating with customers.
- Ability to take direction and effectively direct others.
- Ability to adhere to safety precautions, maintain a safe working area; while recognizing occupational hazards.
- Ability to locate meter direction (north, south, east, west) by abbreviation.
- Ability to perform heavy manual labor for extended periods in adverse weather conditions.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to operate a personal computer and /or handheld device.
- Ability to work flexible schedule including stand by weekends and holidays.
- Ability to perform data entry functions.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves moderate to heavy physical activity in an outdoor setting under all types of weather conditions with the added exposure to insects, dogs, snakes and other hazards. There is a frequent need to walk, sit, talk, hear, use hands, fingers, stoop, kneel, crouch, climb, balance, crawl, lift heavy object (up to 50 pounds) and perform other similar actions during the course of the workday. This position requires the use of City vehicles on City business. Individual must be physically capable of operating a vehicle safely and have an acceptable driving history. The City of West Palm Beach promotes and maintains a drug/alcohol free work environment through the use of mandatory pre-employment and random drug testing for certain employees.

MINIMUM QUALIFICATIONS: High school diploma from an institution recognized by the Florida Department of Education, or GED, and five (5) years experience, or any equivalent combination of training and experience. Possession of a valid Florida driver's license, required. Commercial Driver's License, Class B may be required upon assignment. 120 logged meter reading hours and Backflow Cross/Connection Tester/Repair certification, required.

22. Utility Locator

SUMMARY:
Under close supervision, locates utility lines; and performs related duties as assigned.

ESSENTIAL FUNCTIONS: *(Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge skills, and other characteristics. This list is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by incumbents of this class.)*

DUTIES AND RESPONSIBILITIES: *(Which are not in any hierarchical order)*

1. Locates underground utilities.
2. Clears brush and digs up utility lines.
3. Operates line location instruments and leak detection instruments.
4. Prepares sketches for field notes in construction layouts and as-built.
5. Researches as-built drawings for line locations.
6. Sets utility markings and points for contractors and other utility companies.
7. Maintains inventory, equipment, supplies and assigned city vehicles.
8. Operates electronic surveying and data collection instruments.
9. Works as a member of a survey crew.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of highway traffic control standards.
- Knowledge of basic surveying methods, practices and procedures.
- Knowledge of operation and maintenance of electronic surveying line locating equipment.
- Knowledge of reading and interpreting construction and engineering plans.
- Knowledge of health and safety regulations, practices and procedures.
- Skill in researching land and plat information.
- Skill in accurately sketching and recording field notes and computations.
- Skill in recording and maintaining public files and records.
- Skill in demonstrating and instructing entry level skills and practices.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.
- Ability to work flexible hours for on-call or emergency purposes.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Work involves long hours outside with exposure to loud noises, chemicals, toxic fumes, air and waterborne pathogens, and mechanical equipment during the clearing, surveying, and staking of construction sites. There is frequent need to stand, stoop, walk, sit, work in close proximity to vehicular traffic, lift equipment or materials (up to 50 pounds), and perform other similar actions during the course of the workday. The City of West Palm Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: High School diploma or GED and one (1) year of related experience or any equivalent combination of training and experience. A valid Florida driver's license is required.

WEST PALM BEACH

SECTION 2 – SPECIAL TERMS

1. **Business Tax Receipt** The Bidder will be required at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:
    - No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
    - A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
    - Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

2. **Small Business Participation** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **0%** of the total contract value.

3. **Insurance** Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

    (a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per each occurrence and $1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding $25,000.

    (b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee".

    (c) **Automobile Liability**: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000. Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

    Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the ECR Board, the City of West Palm Beach and its commissioners, officers, employees and agents.

    Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times. If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable

coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

4. **Equal Benefits Ordinance** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid.

5. **Contract Term** The Contractor shall be awarded a contract for thirty-six (36) months. At the sole option of the City, the contract may be renewed for up to two (2) additional twelve (12) month periods. Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

6. **Multiple Contract Awards** The Contractor(s) selected under this procurement may be awarded separate contracts with the Agencies under the terms and conditions of this ITB.

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SECTION 3 – MINIMUM QUALIFICAITONS and EVALUATION FACTORS

Failure to fully and accurately complete the required documentation may result in disqualification of Contractor's bid. All decisions of the City are final.

Evaluation of responses will include, but not limited to, the following:

MINIMUM QUALIFICATIONS

Contractors shall meet the following minimum requirements in order to be considered for award.

_____ 1. Bid **(Form B2)** must be signed by the person authorized to bind the company. **Note**: **Sign in blue ink every place it is required.**

_____ 2. Bidder can provide all required representations and disclosures.

_____ 3. Bid proposal must be received and stamped in by the Procurement Division on or before **3:00 p.m. on April 12, 2017.**

EVALUATION FACTORS

Bids will be evaluated based on the following evaluation factors, in addition to those factors established in the Procurement Code, in determining the best value to the City.

_____ 1. Schedule of bid items – as indicated on **Form B3**

_____ 2. Reference responses.

_____ 3. Firm capacity in terms of financial viability and ability to provide required insurance.

_____ 4. Evidence of ability to work efficiently and cooperatively with Agency staff; past performance with the Agency and others.

_____5. Small business program participation.

_____ 6. Impact on local economy.

_____ 7. Any suspension or debarment by any government entity; any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards.

_____ 8. Consideration of any other factors specific to this ITB.

_____ 9. Such other information as may be obtained.

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SECTION 4 – INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **One (1) original, one (1) electronic version and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Bid number, title, and date and hour bids are scheduled to be received. Bids shall be mailed or hand-delivered to:

City of West Palm Beach - Procurement Department
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401.

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation to Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Bidders are responsible for insuring that their bid is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram or facsimile shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. The Bid Submission Package consists of the following documents:

B1 Bid Cover Sheet
B2 Bid
B3 Schedule of Bid Items
B7 Reference List
B8 Non-Collusion Affidavit
B9 Drug Free Certification
B11
B12 Statement of Small Business Participation with certifications
B13 Small Business Letter of Intent
___ Equal Benefits Certification
___ Copies of required licenses or registrations

The Bid Submission Package, and all other required documents must be returned in order for the bid to be considered.

AVOID BID REJECTION:
Bids may be rejected for noncompliance to requirements after review by the Procurement Official.
All bids must be submitted on the provided Bid forms.

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.
Failure to complete any form or provide the required signature may be grounds for rejection of the bid.

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms**. Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B2 and B3) must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISC, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATIONS AND ELECTRONIC BID TABULATIONS SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASES OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid

Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference, that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING If a bidder intends to subcontracts any portion of the work, the Schedule of Subcontractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors, including any small business contracts that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must also be listed on both Form B5 – Schedule of Subcontractors and Form B12-Statement of Small Business Participation. Owner reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the City of West Palm Beach review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of West Palm Beach
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of West Palm Beach. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract by the City fails to execute such contract with the City, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES Bidder must include with his bid package a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.

10. NO LOBBYING Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall

terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. CONFLICT OF INTEREST All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. ETHICS REQUIREMENTS No Bidder may employ, directly or indirectly, the mayor, any member of the City commission or any director or department heard of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected City employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. SMALL BUSINESS PROGRAM The goal for Small Business participation under the contract resulting from this Invitation to Bid is **0%** of the total contract value. Only small businesses certified by the City of West Palm Beach Small Business Program or from another City whose certification is accepted by the Small Business Program will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-2100 for further instruction for small business certification.

Bidders/contractors are encouraged to contact the Procurement Department for a directory of all currently certified small businesses. The directory is intended to assist bidders/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

- *STATEMENT OF SUBCONTRACTOR PARTICIPATION*
  List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 01

- *SUBCONTRACTOR'S LIST*
  List the names and telephone numbers of all SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation.* Submit this form with your proposal. See Form SB 02

- *LETTER OF INTENT*
  One form per SB subcontractor must be executed and delivered to the City's SB Program **prior** to contract award and will be made a part of the contract. See Form SB 03

REQUEST FOR QUALIFICATIONS PREFERENCE (over $25,000.00)

For procurements using requests for proposals, the Procurement Official or, if applicable, an evaluation committee established to evaluate the proposals, shall consider compliance with the small business goals as a material criterion for selection, i.e., shall be given significant weight.

14. PUBLIC ENTITY CRIMES Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

15. INQUIRIES AND ADDENDA Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Nathaniel Rubel, Procurement Supervisor
City of West Palm Beach Procurement Division
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
Fax: (561) 822-1564
E-mail: nrubel@wpb.org

*All questions or inquiries must be received no later than **ten (10) calendar days** prior to the Bid closing date.*
Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

16. ACCEPTANCE; REJECTION; CANCELLATION In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid

Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

17. SELECTION OF BIDDER WITH WHOM TO CONTRACT Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City" using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

19. CONTRACT City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

20. COSTS All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

21. PROTEST PROCEDURE Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest, but no later than seven (7)| calendar days after the issuance of a Notice of Intent to Award. The protest shall be considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

22. CITY IS DOCUMENT GATEKEEPER This ITB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding ay solicitation made by the City of West Palm Beach.

WEST PALM BEACH

(B1)

BID PACKAGE COVER SHEET

ITB 16-17-119 Project Title: Public Utilities Supplemental Workforce

Bidder Company Name: .....

Enclose the following documents:

_____ 1. Bid Package Cover Sheet. (B1)
_____ 2. Bid (B2) **Must be signed**
_____ 3. Schedule of Bid Items (B3) **Must be signed**
_____ 4. Reference List (B7)
_____ 5. Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
_____ 6. Drug Free Certification (B9)
____ 7. Small Business - Listing of all Small Business Bids (B11)
_____ 8. Statement of Small Business Participation (B12) Attach small business certifications.
_____ 9. Small Business - Letter of Intent (B13)
_____ 10. Equal Benefits Certification
_____ 11. Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms.
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

WEST PALM BEACH

(B2)

BID

ITB 16-17-119

Proposal of: _____
(Bidder Company Name)

Bid Amount: $_N/A_____

See Bid Items 1 – 22 on Schedule of Bid Items B3
(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $____**N/A**_____.

6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

7. Bidder understands that the contract time starts on the date of Notice to Proceed.

8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.

10. Substantial completion shall be within TBD calendar days. Final completion shall be in TBD calendar days.

11. Liquidated damages for delay are agreed to be one hundred ($100) per calendar day.

12. Small Business participation for this project is 0%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with City, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name *Address*

_____

_____

_____

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

_____

_____

_____

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____

Business Address: (Street, City, State, Zip Code) _____

_____

State of Incorporated: _____Telephone:_____ Fax:_____

BIDDER:

_____

Signature of Official authorized to bind Bidder.

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

SCHEDULE OF BID ITEMS

ITB 16-17-119

PROJECT TITLE: Public Utilities Supplemental Workforce

Item No.	Job Title	Hourly Wage
	OPERATIONS	
1	State of Florida Certified "A" Water Treatment Operator	
2	State of Florida Certified "B" Water Treatment Operator	
3	State of Florida Certified "C" Water Treatment Operator	
4	State of Florida Certified "A" Wastewater Treatment Operator	
5	State of Florida Certified "B" Wastewater Treatment Operator	
6	State of Florida Certified "C" Wastewater Treatment Operator	
	ENGINEERING AND OFFICE STAFF	
7	Secretary	
8	Project Engineer	
9	Customer Service Representative	
10	Customer Relations Specialist	
	SKILLED STAFF	
11	Maintenance Mechanic	
12	Utilities Electrician	
13	Utilities Controls Technician	
14	Laboratory Technician I	
15	Laboratory Technician II	
16	Laboratory Technician III	
17	Heavy Equipment Operator	
18	Maintenance Worker	
19	Meter Service Technician I	
20	Meter Service Technician II	
21	Meter Service Technician III	
22	Utility Locator	
Note: Hourly rates shall be inclusive of all costs such as the cost of overhead, profit, insurance, taxes, incidentals, etc.		

Bidder Company Name:_____

Signature of Official authorized to bind Bidder:_____

Print Name:_____

Title:_____

Date:_____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGINAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AND ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

ITB 16-17-119

LIST OF REFERENCES

1. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

2. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

3. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

4. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

WEST PALM BEACH

(B8)

AFFIDAVIT OF PRIME BIDDER

Re Non-collusion and Public Entity Crime

State of _____}
County of _____}

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: _____ (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name)_____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____*(Date)*

by: _____

_____ who is personally known to me or

_____who has produced _____ as identification

and who did /(did not) take an oath.

_____

Notary Public (print & sign name)

Commission No. _____

WEST PALM BEACH

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Authorized Signature

_____
Print Name

_____
Date

401 Clematis Street, 3rd Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B11)
Form SB02

Subcontractors Listing

Bidder/Proposer's Name: _____ **Telephone No.** _____

ITB or RFP Title: Public Utilities Supplemental Workforce **ITB or RFP No.:** 16-17-119

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

	Company Name	Work To Be Performed	Contact Person	Telephone Number
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B12)
Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. **Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title _____

ITB or RFP Title: Public Utilities Supplemental Workforce Project Number: _____

ITB or RFP Number: 16-17-119 SB Goal (if established): 0%

Total Base Project/Contract Amount: $ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.		$	%	%
2.		$	%	%
3.		$	%	%
4.		$	%	%
5.		$	%	%
6.		$	%	%
TOTAL		$	%	%

Preparer's Signature: _____ Date: _____

WEST PALM BEACH

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B13)
Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA)** certified Small Businesses can be used **to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: _____

ITB or RFP Title: Public Utilities Supplemental Workforce

ITB or RFP Number: 16-17-119

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

WEST PALM BEACH

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☐ **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ **2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

____ The firm's price for the contract term awarded is $50,000 or less.
____ The firm employs less than five (5) employees.
____ The firm does not provide benefits to employees' spouses nor employees' dependents.
____ The firm is a government entity.
____ The contract is for the sale or lease of property.
____ Compliance would violate grant requirements or regulations of federal / state law.
____ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ **3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, _____, _____
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by

_____, as an act of ___ _____ (*firm*), who is

personally known to me or produced the following identification: _____.

Notary Signature: _____
Print Notary Name: _____
Commission No. _____

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-107 - Authorize Mayor Grant to sign the Hazard Mitigation Program Grant (HMGP) cost-reimbursement Contract #H0054 for Phase I/pre-award of Lakeside Gardens Neighborhood (Dimick and Potter Rd. project) – Drainage Improvement FEMA project number 4337-121-R, obligating federal funds for the amount of $83,250.00 with a $27,750.00 match from Utilities for a total of $111,000.00. The period of performance is upon execution thru June 30, 2020.

EXPLANATION OF REQUEST:
The Federal Emergency Management Agency (FEMA) provides a matching grant (75% Federal, 25% local) through the Hazard Mitigation Grant Program (HMGP) that addresses flooding. The Lakeside Gardens neighborhood is located east of Federal Highway along Potter Road, North Lake Drive and Dimick Road bordering the Intracoastal Waterway. The community is prone to flooding during high tides and rain events. The need for the drainage improvements was identified in the 2013 Flood Mitigation Plan. The Lakeside Gardens Drainage Improvements project was ranked No. 4 on Palm Beach County's Local Mitigation Strategy Prioritization Project list and aligns with the state's mitigation goals and objectives.

On July 31st, 2018 the City applied for the HMGP grant under the Hurricane Irma disaster declaration FEMA-4337-DR-FL. The total project cost was anticipated to be $1,133,400.00 with an estimated Federal share requested for $850,000.00 (75%) and $283,400.00 offered as local match. The project grant involved Phase I, reimbursement up to $111,000.00 and Phase II, which is the construction phase for $1,022,400.00. Funding for the local match is available in the Utilities CIP budget.

As the project was not ready for construction, the City requested pre-award funds which are costs incurred before the grant is awarded. These costs include survey and engineering services. They are reimbursable under Phase I. Cost-reimbursement Contract #H0054 is only for the Federal Share of Phase I $83,250.00, which is 75% of the requested $111,000.00. The remaining $766,750.00 will be earmarked for construction contingent on project design approval. The contract execution deadline is no later than sixty (60) days after receipt, i.e., November 15, 2019.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The Lakeside Gardens community is prone to flooding during spring and king tides, storm events, along with periods of prolonged rain. Implementation of the drainage improvements will provide an improved level of service that reduce nuisance flooding and standing water in the neighborhood.

FISCAL IMPACT: Budgeted
On February 2019 the Utilities appointed Arcadis as the consultant for the engineering, design and permitting of the Lakeside Garden drainage improvements. The projects evaluation of alternatives is underway and it is expected that the design will be ready to be presented to FEMA for construction approval by May, 2020. FEMA provides a matching grant (75% Federal, 25% local). The total project cost is anticipated to be $1,133,400.00. Estimated Federal share is $850,000.00 (75%) and $283,400.00 (local match). Funding for the local match is available in the Utilities CIP budget.

ALTERNATIVES:
No to approve the HMGP grant award and pay for the entire project out of Utilities capital improvement funds.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution authorizing Mayor to sign HMPG Subaward and Grant Agreement
Agreement	FEMA Contract #H0054
Drawings	Lakeside Gardens Map
Attachment	Pre-Award request
Attachment	Updated budget request

RESOLUTION NO. R19 -____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE HAZARD MITIGATION GRANT PROGRAM (HMGP) COST-REIMBURSEMENT CONTRACT #H0054 FOR PHASE I/PRE-AWARD OF LAKESIDE GARDENS NEIGHBORHOOD (DIMICK AND POTTER RD. PROJECT) – DRAINAGE IMPROVEMENT FEMA PROJECT NUMBER 4337-121-R, OBLIGATING FEDERAL FUNDS FOR THE AMOUNT OF $83,250.00 WITH A $27,750.00 MATCH FROM UTILITIES FOR A TOTAL OF $111,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency (FEMA) provides a matching grant (75% Federal, 25% local) through the Hazard Mitigation Grant Program that addresses flooding; and

WHEREAS, the Lakeside Gardens community is prone to flooding during high tides and rain events and the need for drainage improvements was identified in the 2013 Flood Mitigation Plan; and

WHEREAS, on July 31, 2018 the City applied for the HMGP under the Hurricane Irma disaster declaration FEMA-4337-DR-FL, however the project was not ready for construction therefore, the City requested pre-award funds which are costs incurred before the grant is awarded; and

WHEREAS, Cost-reimbursement Contract #H0054 is only for the Federal Share of Phase 1 $83,250 which is 75% of the requested $111,000.

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 Mayor to sign the Hazard Mitigation Grant Program (HMGP) cost-reimbursement Contract #H0054 for Phase I/pre-award of Lakeside Gardens Neighborhood (Dimick and Potter Rd. project) – Drainage Improvement FEMA project number 4337-121-R, obligating federal funds for the amount of $83,250.00 with a $27,750.00 match from Utilities for a total of $111,000.00. The period of performance is upon execution thru June 30, 2020.

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

PASSED AND ADOPTED this _____ day of October, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Boynton Beach
PROJECT #:	4337-121-R
PROJECT TITLE:	City of Boynton Beach - Lakeside Gardens Neighborhood Drainage
CONTRACT #:	H0054
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Ms. Angela Prymas, Senior Engineer City of Boynton Beach 124 East Woolbright Road Boynton Beach, Florida 33435

Enclosed is your copy of the proposed contract/modification between **the City of Boynton Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Two (2) Copies printed for Approval
☐	Printed Single-sided *(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)*
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative (*blue ink*)
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (☐ N/A for Modifications)
☐	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist – Maleather Ross

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4522 or email me at Debbie.Williams@em.myflorida.com.

Agreement Number: H0054

Project Number: 4337-121-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Boynton Beach
Sub-Recipient's unique entity identifier:	59-6000282
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	June 14, 2019
Subaward Period of Performance Start and End Date:	Upon Execution thru June 30, 2020
Amount of Federal Funds Obligated by this Agreement:	$83,250.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$83,250.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$83,250.00
Federal award project description (see FFATA):	Drainage, Phase I
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Debbie.Williams@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Boynton Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Debbie Williams, Project Manager
Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4522
Email: Debbie.Williams@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Ms. Angela Prymas, Senior Engineer
City of Boynton Beach
124 East Woolbright Road
Boynton Beach, FL 33435
Telephone: 561-742-6421
Email: PrymasA@bbfl.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on June 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$83,250.00.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)<u>AUDITS</u>

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF BOYNTON BEACH

By: _____

Name and Title: Steven B. Grant, Mayor

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: $83,250.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
    - Intermediate Stormwater Drainage System
    - Major Flood Control Drainage System

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage along Potter Road and North Lake Drive in Lakeside Gardens Neighborhood in Boynton Beach, Palm Beach County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-121-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Boynton Beach, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage system along Potter Road and North Lake Drive in Lakeside Gardens Neighborhood located in Boynton Beach, Florida 33435.

GPS Coordinates:
NE (26.552477, -80.052960)
NW (26.552155, -80.055361)
SE (26.551157, -80.052975)
SW (26.551187, -80.055517)

This scope is for Phase I only; which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include construction of the proposed project and execution of all activities; the proposed upgraded drainage systems major items involve new roadway drainage, reconstruction, widening and regrading of the roadway with curb and gutter, including two outfalls where stormwater discharges into the intracoastal waterway. Four existing structures will be replaced and five new drainage structures will be installed, including a drainage pump station. Both existing outfalls will be redesigned/ upsized including back flow prevention valves. The new drainage system, roadway widening and regrading including curb and gutters, will promote better surface drainage that leads to greater protection of life and property in the Lakeside Gardens neighborhood.

The project shall be designed to provide protection against a 50-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in

accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans and bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be

required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.

i) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

j) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

k) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to upgrade the drainage system along Potter Road and North Lake Drive in Lakeside Gardens Neighborhood located in Boynton Beach, Florida 33435.

The designed project shall provide protection against a 50-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented. This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.

b) Florida Department of Transportation (FDOT): Any onsite/offsite improvements associated with proposed project activities that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.

c) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

5) Historical Preservation compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked.

b) Color photographs of any area with ground disturbance (electronic).

c) Indicate if project site is located within a designated historic district or historic neighborhood.

6) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

b) Previous and current use of proposed project area.

c) Any known site work or historic uses for the proposed location.

d) Any available studies that may have taken place on the property.

7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

8) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-121-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster Hurricane Irma.

FEMA awarded this project on June 14, 2019; with a Pre-Award date of March 1, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State & Local Contracting:	2 Months
H & H Study:	3 Months
Engineering Design Specifications:	4 Months
Permitting / Survey:	2 Months
Deliverables Submitted for Phase II Review:	1 Month
Total Period of Performance:	**12 Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$0.00	$0.00	$0.00
Pre-Award:	$111,000.00	$83,250.00	$27,750.00
Initial Agreement Amount:	**$111,000.00**	**$83,250.00**	**$27,750.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$111,000.00**	**$83,250.00**	**$27,750.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project has a Pre-Award, approved by FEMA in the amount of $111,000.00 project costs with a start date of **March 1, 2018.***

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary

Federal Share:	$83,250.00	(75%)
Non-Federal Share:	$27,750.00	(25%)
Total Project Cost:	**$111,000.00**	**(100%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 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;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and 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;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Boynton Beach

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-121-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0054

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Boynton Beach PAYMENT #:

PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-121-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0054

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents		***%***	***completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Boynton Beach

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.*

SUB-RECIPIENT: City of Boynton Beach **PROJECT #:** 4337-121-R

PROJECT TYPE: Drainage, Phase I **CONTRACT #:** H0054

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 $ _____ **Oct-Dec 20** $ _____ **Jan-Mar 20** $ _____ **Apr-Jun 20** $ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? Yes ☐ No ☐ *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged ☐ Under Budget ☐ Over Budget ☐

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____

Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor,_____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By:_____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Boynton Beach
Sub-Recipient's Name

H0054
DEM Contract Number

4337-121-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-121-R

FUNDING AGENCY: Federal Emergency Management Agency AWARD

AMOUNT: $83,250.00

OBLIGATION/ACTION DATE: June 14, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 072247133

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Boynton Beach

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS: 3301 Quantum Blvd, Suite 101

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Boynton Beach STATE: FL ZIP CODE+4** 33426-8670

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The City of Boynton Beach proposes to improve the drainage system along Potter Road and North Lake Drive in Lakeside Gardens Neighborhood located in Boynton Beach, Florida 33435.

GPS Coordinates:
NE (26.552477, -80.052960)
NW (26.552155, -80.055361)
SE (26.551157, -80.052975)
SW (26.551187, -80.055517)

This scope is for Phase I only; which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include construction of the proposed project and execution of all activities; the proposed upgraded drainage systems major items involve new roadway drainage, reconstruction, widening and regrading of the roadway with curb and gutter, including two outfalls where stormwater discharges into the intracostal waterway. Four existing structures will be replaced and five new drainage structures will be installed, including a drainage pump station. Both existing outfalls will be redesigned/ upsized including back flow prevention valves. The new drainage system, roadway widening and regrading including curb and gutters, will promote better surface drainage that leads to greater protection of life and property in the Lakeside Gardens neighborhood.

The project shall be designed to provide protection against a 50-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): Lakeside Gardens Neighborhood

ADDRESS LINE 1: Potter Road

ADDRESS LINE 2: North Lake Drive

ADDRESS LINE 3: Dimick Road

CITY Boynton Beach STATE FL ZIP CODE+4** 33435-2418

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ■

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion_____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Steven B. Grant, Mayor

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance **Pt. 200, App. II**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ''Anti-Kickback'' Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ''Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

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other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

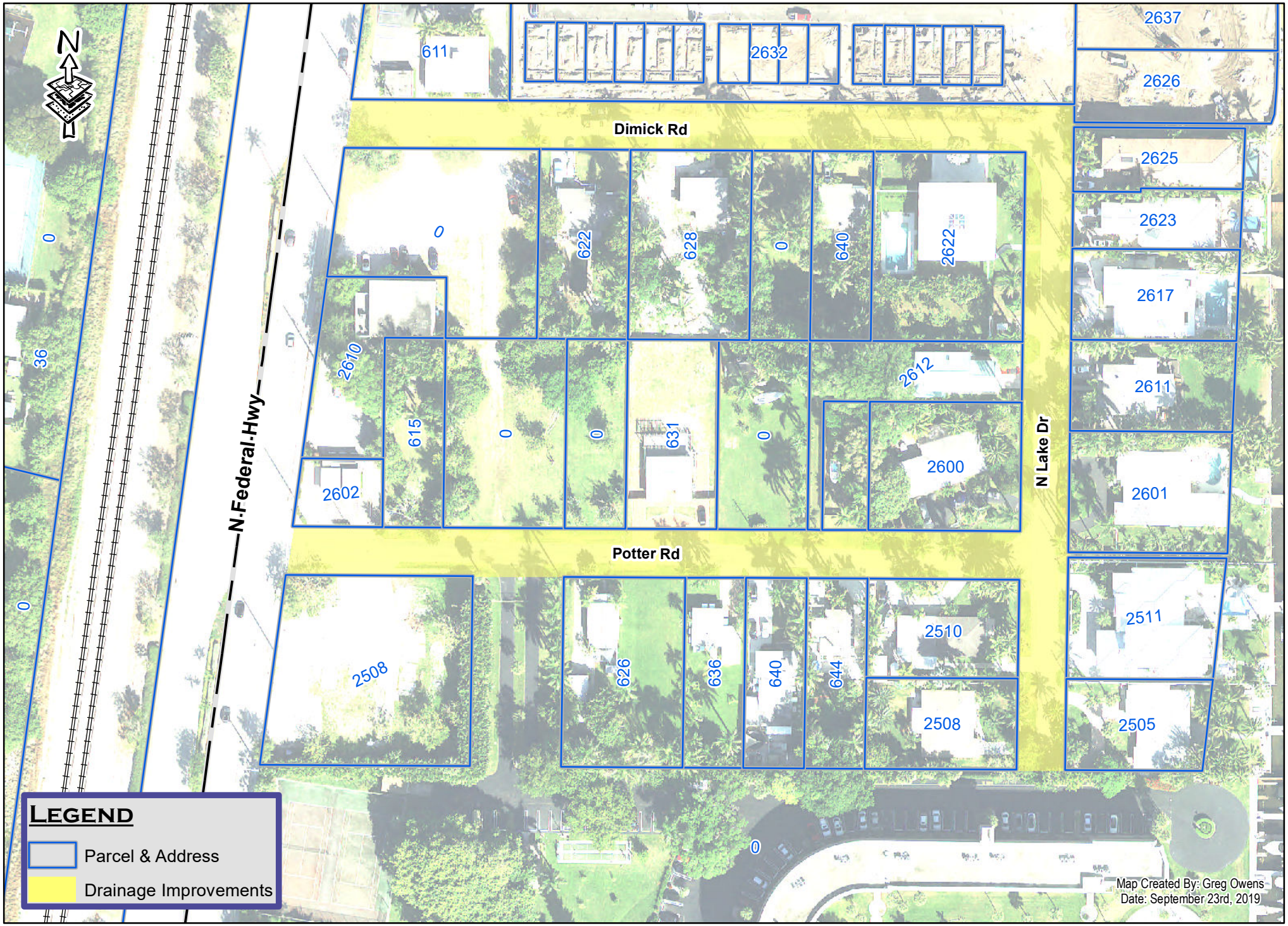
d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



Lakeside Gardens Drainage Improvements

1 inch = 100 feet

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

WESLEY MAUL
Director

HAZARD MITIGATION ASSISTANCE PROGRAM
PRE-AWARD COST REQUEST FORM

To request Pre-Award Costs, please complete this form and submit with your project application. All ELIGIBLE pre-award costs are subject to an approved grant award and availability of funding. If funding is not available or the project is not approved, pre-award costs will NOT be reimbursed and will be the sole responsibility of the applicant. If your project is approved and pre-award costs are eligible, the cost share for the reimbursement of these activities is up to a 75/25 split.

Disaster: Hurricane Irma - FEMA-4337-DR-FL

Applicant: City of Boynton Beach - Palm Beach County - Application # 4337-160

Project Title: Lakeside Gardens Drainange Improvements

Start Date for Pre-Award Activities:
Pre-award costs associated with this request incurred prior to the date of declaration are NOT eligible. These costs include: study or research to plan project, engineering, modeling, permitting or environmental study. ***These costs must be reflected as a line item in the project budget.*** *Construction costs should NOT be included. Construction activities may NOT begin until after a contract has been fully executed with the State for this project.*

Activity	Estimated Cost	Estimated Start Date
Topographic Survey	$40,000.00	March 1, 2018
Engineering Services	$71,000.00	March 6, 2019

Point of Contact Information:

Name: Angela A. Prymas **Title:** Senior Engineer

Agency: City of Boynton Beach

Address: 124 East Woolbright Road

Phone: 561-742-6421 **Email:** Prymasa@bbfl.us

Authorizing Agent:

Name: Steven Grant **Title:** Mayor

Signature: [signature] **Date:** 3/14/2019

Section IV. Budget/Costs

ID# 4337-(160)

This section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. Pre-Award Costs, Project Managment, and any Contingency (maximum 5%) need to be reported as separate line items. All estimates rounded to the nearest dollar.

A. Materials

Item		*Quantity*	*Cost per Unit*	*Cost*
Storm piping (24" HDPE)	LF	600	$ 83.00	$49,800.00
Storm piping (18" HDPE)	LF	600	$ 44.00	$26,400.00
Type-2 Trench Drain	EA	2	$ 5,500.00	$11,000.00
Drainage Structures - Catch Basins	EA	11	$ 3,300.00	$36,300.00
Water quality structures	EA	2	$ 5,500.00	$11,000.00
Back-flow Prevention Valve	EA	2	$ 16,000.00	$32,000.00
Drainage Pump Station	EA	1	$ 80,000.00	$80,000.00
Dewatering	LS	1	$ 5,000.00	$5,000.00
Outfall removal and upgrades	EA	2	$ 17,100.00	$34,200.00
1" Asphalt Mil and 1" Asphalt overlay	SY	1,350	$ 12.00	$16,200.00
1-1/2" Type S-3 Asphalt	SY	2,400	$ 10.00	$24,000.00
8" Lime rock Base	SY	2,500	$ 12.00	$30,000.00
12" Stabilized Subgrade	SY	2,600	$ 7.00	$18,200.00
Curb and Gutter	LF	3200	$ 21.00	$67,200.00
Thermoplastic Paving Markings	LS	1	$ 2,400.00	$2,400.00
Driveway Apron Replacement	SY	900	$ 5.00	$4,500.00
Furnish and Install Sod	SY	1500	$ 5.00	$7,500.00
				$0.00
			Sub-Total	**$455,700.00**

B. Labor: Include equipment costs. Please indicate all "soft", In-house(****), or In-kind matches (**).

Description of Task	*Quantity*	*Cost per Unit*	*Cost*
			$0.00
Phase I - Sub-total		***$0.00***	
Mobilization and General Conditions (3% of Construction Cost)	1	$25,000.00	$25,000.00
Maintenance of Traffic (1% of Construction Cost)	1	$8,400.00	$8,400.00
Record Drawings	1	$20,000.00	$20,000.00
Furnish, install, and maintain silt fence along project area	2900	$ 7.00	$20,300.00
Utilities Relocation (Sanitary, water, electric, others)	1	$ 25,000.00	$25,000.00
Storm piping (24" HDPE)	600	$ 67.00	$40,200.00
Storm piping (18" HDPE)	600	$ 36.00	$21,600.00
Type-2 Trench Drain	2	$ 4,500.00	$9,000.00
Drainage Structures - Catch Basins	11	$ 2,700.00	$29,700.00
Water quality structures	2	$ 4,500.00	$9,000.00
Back-flow Prevention Valve	2	$ 10,000.00	$20,000.00
Drainage Pump Station	1	$ 50,000.00	$50,000.00
Dewatering	1	$ 15,000.00	$15,000.00
Outfalls removal and upgraddes	2	$ 11,400.00	$22,800.00
Roadway Demolition and Removal	3,500	$ 6.00	$21,000.00
1" Asphalt Mil and 1" Asphalt overlay	1,350	$ 8.00	$10,800.00
1-1/2" Type S-3 Asphalt	2,400	$ 6.00	$14,400.00
8" Lime rock Base	2,500	$ 8.00	$20,000.00
12" Stabilized Subgrade	2,600	$ 5.00	$13,000.00
Curb and Gutter	3200	$ 14.00	$44,800.00
Thermoplastic Paving Markings	1	$ 1,600.00	$1,600.00
Driveway Apron Removal	800	$ 4.00	$3,200.00
Driveway Apron Replacement	900	$ 3.00	$2,700.00
Furnish and Install Sod	1500	$ 3.00	$4,500.00
			$0.00

Phase II - Sub-total		***$452,000.00***	
		Sub-Total	**$452,000.00**

C. Fees Paid Include any other costs associated with the project.

Description of Task	*Quantity*	*Cost per Unit*	*Cost*
Phase I - Pre-Award (cost incurred before grant awarded) *Topographical Survey and Engineering Services*			$111,000.00
			$0.00
Phase I - Sub-total		***$111,000.00***	
Outreach	1	$10,000.00	$10,000.00
Construction Management Cost (5% of Construction Cost)	1	$45,600.00	$45,600.00
Contingency (5% of Construction Cost)	1	$45,600.00	$45,600.00
NPDES - National Pollution Discharge Elimination System (1.5% of Construction Cost)	1	$13,500.00	$13,500.00
			$0.00
Phase II - Sub-total		***$114,700.00***	
		Sub-Total	**$225,700.00**

D.

Total Estimated Project Cost	**$1,133,400.00**

Phase I Subtotal	*$111,000.00*
Phase II Subtotal	*$1,022,400.00*
	$1,133,400.00

Note: Backup source is required to support costs

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Authorize the purchase of Extreme Networks switches, access points, licensing, and maintenance from STEPcg of Covington, KY in the amount of $362,491.29, utilizing the State of Florida Alternate Contract Source Number 43220000-WSA-14-ACS for the purchase, installation, and configuration of networking equipment at City Hall, Old High School/Cultural Center, and Fire Station #1. The State of Florida Alternate Contract complies with the City of Boynton Beach's competitive bid requirements.

EXPLANATION OF REQUEST:
Contract Period: September 8, 2014 – May 31, 2020

The new City Hall, Old High School/Cultural Center, and Fire Station #1 buildings require network infrastructure prior to City staff moving into the buildings. STEPcg will install an Extreme Networks automated campus network providing secure access via both wired and wireless options for our citizens, employees, and vendors.

The network equipment that is currently being used in the Temp City Hall will be end of support on January 31, 2020.

Location	Costs
City Hall	$306,209.57
Cultural Center	$ 31,124.48
Fire Station #1	$ 25,157.24

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The Extreme Networks Automated Campus enterprise network switches, access points, and XMC management and network access control licensing will provide enhanced reliability, efficiency, and security.
Reliability – The Extreme Networks Automated Campus enterprise system for Town Square is designed with redundant connections to the City datacenter and Internet.
Efficiency – The Extreme Networks Automated Campus enterprise system will provide efficiencies to the City of Boynton Beach employees, vendors and citizens via both wired and wireless connections.
Security – The Extreme Networks Automated Campus enterprise system is equipped with an identity access management engine that works in conjunction with the City's network switches and access points to secure employee, vendor, and citizen access.

FISCAL IMPACT: Budgeted
Funding was approved and is available in the following accounts for fiscal year 2019/20.

Account Number	Project #	Description	Amount
303-4101-580.64-15	IT2002	Network Infrastructure – New City Hall	$325,000.00
303-4129-580.64-15	IT2004	Network Infrastructure – Fire Station #1	$ 32,000.00
303-4129-580.64-15	IT2005	Network Infrastructure – Old High School	$ 42,000.00

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

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Quotes	STEPcg Quote
🗋	Other	STEPcg Statement of Work
🗋	Other	Extreme Networks - Contract Information
🗋	Other	Extreme Networks - Authorized Reseller
🗋	Other	Extreme Networks - Contract Pricing
🗋	Other	STEPcg - Contract Pricing Worksheet

STEP CG

STEP CG, LLC
525 W. Fifth Street, Suite 332
Covington, KY 41011

Quote

Quote Date: 09/12/2019
Valid Till: 10/31/2019
Quote Number : Q-6608

BILL TO:	SHIP TO:
City of Boynton Beach	**City of Boynton Beach**
, FL	, FL

Contact Name:**Charles Stevens** | Quote Stage:**Delivered**

S.No.	Product Details	Qty	List Price	Discount	Total
1.	**Extreme PS-ESU-1** Extreme Service Units, Single	27	$ 2,500.00	$ 6,750.00	$ 60,750.00
2.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	7	$ 7,057.00	$ 22,229.55	$ 27,169.45
3.	**Extreme 97004-H34070** EW NBD AHR H34070 for AL4900A04-E6	7	$ 136.00	$ 114.24	$ 837.76
4.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	7	$ 1,017.00	$ 3,701.88	$ 3,417.12
5.	**Extreme 10099** Power Cord 15A USA NEMA 5-15 C15	14	$ 27.00	$ 196.56	$ 181.44
6.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km.	2	$ 2,670.00	$ 2,776.80	$ 2,563.20
7.	**Extreme 31012** WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	25	$ 1,279.00	$ 15,348.00	$ 16,627.00
8.	**Extreme 97004-31012** EW NBD AHR - 31012	25	$ 57.00	$ 171.00	$ 1,254.00
9.	**Extreme 700511670** ERS4900 STACKING CABLE 3.0M PRODUCT	1	$ 348.00	$ 180.96	$ 167.04
10.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	3	$ 7,057.00	$ 11,008.92	$ 10,162.08
11.	**Extreme 97004-H34070** EW NBD AHR H34070 for AL4900A04-E6	3	$ 136.00	$ 48.96	$ 359.04
12.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	3	$ 1,017.00	$ 1,586.52	$ 1,464.48
13.	**Extreme 10099** Power Cord 15A USA NEMA 5-15 C15	6	$ 27.00	$ 84.24	$ 77.76

S.No.	Product Details	Qty	List Price	Discount	Total
14.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km.	2	$ 2,670.00	$ 2,776.80	$ 2,563.20
15.	**Extreme 31012** WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	11	$ 1,279.00	$ 6,753.12	$ 7,315.88
16.	**Extreme 97004-31012** EW NBD AHR - 31012	11	$ 57.00	$ 75.24	$ 551.76
17.	**Extreme 700511670** ERS4900 STACKING CABLE 3.0M PRODUCT	1	$ 348.00	$ 180.96	$ 167.04
18.	**Extreme VSP7400-48Y-8C-AC-F** VSP 7400, 48 x 1/10/25Gbps SFP28 Ports, 8 x 100Gbps QSFP28 Oorts, One AC PSU, Six Fans Front-Back	2	$ 25,995.00	$ 27,034.80	$ 24,955.20
19.	**Extreme 97004-H35313** EW NBD AHR H35313 for VSP7400-48Y-8C-AC-F	2	$ 1,645.00	$ 394.80	$ 2,895.20
20.	**Extreme VSP-PRMR-LIC-P** VSP 7400 Premier Feature License, Includes Insight License - VOUCHER	2	$ 7,495.00	$ 6,295.80	$ 8,694.20
21.	**Extreme XN-ACPWR-750W-F** 750W AC PSU Front to Back Airflow	2	$ 1,495.00	$ 1,554.80	$ 1,435.20
22.	**Extreme 10061** Power Cord 10A NEMA 5-15P IEC320-C13	4	$ 17.00	$ 35.36	$ 32.64
23.	**Extreme 10302** 10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	10	$ 2,135.00	$ 11,102.00	$ 10,248.00
24.	**Extreme 31012** WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	12	$ 1,279.00	$ 7,367.04	$ 7,980.96
25.	**Extreme 97004-31012** EW NBD AHR - 31012	12	$ 57.00	$ 82.08	$ 601.92
26.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	6	$ 7,057.00	$ 22,017.84	$ 20,324.16
27.	**Extreme 97004-H34070** EW NBD AHR H34070 for AL4900A04-E6	6	$ 136.00	$ 97.92	$ 718.08
28.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	6	$ 1,017.00	$ 3,173.04	$ 2,928.96
29.	**Extreme 10099** Power Cord 15A USA NEMA 5-15 C15	12	$ 27.00	$ 168.48	$ 155.52
30.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for	4	$ 2,670.00	$ 5,553.60	$ 5,126.40

S.No.	Product Details	Qty	List Price	Discount	Total
	interconnects up to 10km.				
31.	**Extreme 700511670** ERS4900 STACKING CABLE 3.0M PRODUCT	2	$ 348.00	$ 361.92	$ 334.08
32.	**Extreme 10410** 100Gb QSFP28-QSFP28 Direct Attach Passive Copper Cable 0.5m	2	$ 295.00	$ 306.80	$ 283.20
33.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	5	$ 7,057.00	$ 18,348.20	$ 16,936.80
34.	**Extreme 97004-H34070** EW NBD AHR H34070 for AL4900A04-E6	5	$ 136.00	$ 81.60	$ 598.40
35.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	5	$ 1,017.00	$ 2,644.20	$ 2,440.80
36.	**Extreme 10099** Power Cord 15A USA NEMA 5-15 C15	10	$ 27.00	$ 140.40	$ 129.60
37.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km.	2	$ 2,670.00	$ 2,776.80	$ 2,563.20
38.	**Extreme 31012** WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	12	$ 1,279.00	$ 7,367.04	$ 7,980.96
39.	**Extreme 97004-31012** EW NBD AHR - 31012	12	$ 57.00	$ 82.08	$ 601.92
40.	**Extreme 700511670** ERS4900 STACKING CABLE 3.0M PRODUCT	1	$ 348.00	$ 180.96	$ 167.04
41.	**Extreme WS-APCAP-16** WLAN Controller Capacity Upgrade for C25 & V2110 (Increases Capacity of WLAN Controller by 16 Access Points) - VOUCHER	5	$ 2,295.00	$ 5,967.00	$ 5,508.00
42.	**Extreme 97003-S20255** EW Software Subscription - S20255	5	$ 180.00	$ 108.00	$ 792.00
43.	**Extreme IA-ES-1K** Identity & Access 1000 End-System License - VOUCHER	1	$ 7,995.00	$ 4,157.40	$ 3,837.60
44.	**Extreme 97003-S20098** EW Software Subscription - S20098	1	$ 1,515.00	$ 181.80	$ 1,333.20
45.	**Extreme NMS-A-10-UG** Upgrade from NMS-ADV-5 to NMS-ADV-10 - VOUCHER	1	$ 5,495.00	$ 2,857.40	$ 2,637.60
46.	**Extreme 97003-S20140** EW Software Subscription - S20140	1	$ 755.00	$ 90.60	$ 664.40
47.	**Extreme NMS-A-25-UG** Upgrade from NMS-ADV-10 to NMS-ADV-25 - VOUCHER	1	$ 13,995.00	$ 7,277.40	$ 6,717.60

S.No.	Product Details	Qty	List Price	Discount	Total
48.	**G-PART** 97003-S20142 EW Software Subscription - S20142 COTERM: This Year Term: 365 Days	1	$ 2,480.00	$ 297.60	$ 2,182.40
49.	**G-PART** NMS-50-UG Upgrade NMS-25 to NMS-50 - VOUCHER	1	$ 13,995.00	$ 7,277.40	$ 6,717.60
50.	**G-PART** 97003-S20136 EW Software Subscription - S20136 COTERM: This Year Term: 365 Days	1	$ 1,625.00	$ 195.00	$ 1,430.00
51.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km.	4	$ 2,670.00	$ 5,553.60	$ 5,126.40
52.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	4	$ 7,057.00	$ 14,678.56	$ 13,549.44
53.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	4	$ 1,017.00	$ 2,115.36	$ 1,952.64
54.	**Extreme WS-APCAP-16** WLAN Controller Capacity Upgrade for C25 & V2110 (Increases Capacity of WLAN Controller by 16 Access Points) - VOUCHER	1	$ 2,295.00	$ 1,193.40	$ 1,101.60
55.	**Extreme 97003-S20255** EW Software Subscription - S20255	1	$ 180.00	$ 21.60	$ 158.40
56.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	2	$ 7,057.00	$ 7,339.28	$ 6,774.72
57.	**Extreme 97004-H34070** EW NBD AHR H34070 for AL4900A04-E6	2	$ 136.00	$ 32.64	$ 239.36
58.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	2	$ 1,017.00	$ 1,057.68	$ 976.32
59.	**Extreme 10099** Power Cord 15A USA NEMA 5-15 C15	4	$ 27.00	$ 56.16	$ 51.84
60.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km.	4	$ 2,670.00	$ 5,553.60	$ 5,126.40
61.	**Extreme 31012** WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	15	$ 1,279.00	$ 9,208.80	$ 9,976.20
62.	**Extreme 97004-31012** EW NBD AHR - 31012	15	$ 57.00	$ 102.60	$ 752.40

S.No.	Product Details	Qty	List Price	Discount	Total
63.	**Extreme WS-APCAP-16** WLAN Controller Capacity Upgrade for C25 & V2110 (Increases Capacity of WLAN Controller by 16 Access Points) - VOUCHER	1	$ 2,295.00	$ 1,193.40	$ 1,101.60
64.	**Extreme 97003-S20255** EW Software Subscription - S20255	1	$ 180.00	$ 21.60	$ 158.40
65.	**Extreme AL4900A04-E6** ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE SOFTWARE LICENSE 1 1025W POWER SUPPLY .5M STACK CABLE NO POWER CORD PRODUCT	2	$ 7,057.00	$ 7,339.28	$ 6,774.72
66.	**Extreme 97004-H34070** EW NBD AHR H34070 for AL4900A04-E6	2	$ 136.00	$ 32.64	$ 239.36
67.	**Extreme AL1905A19-E6** ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD, PRODUCT	2	$ 1,017.00	$ 1,057.68	$ 976.32
68.	**Extreme 10099** Power Cord 15A USA NEMA 5-15 C15	4	$ 27.00	$ 56.16	$ 51.84
69.	**Extreme AA1403011-E6** 1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km.	4	$ 2,670.00	$ 6,023.52	$ 4,656.48
70.	**Extreme 31012** WS-AP3935i-FCC (US, Puerto Rico, Colombia) - Dual Band Radio 802.11 ac/abgn, 4x4:4 MIMO Indoor Wave 2 Access Point with Eight Internal Antenna Array & Active/Active E/N Data Ports (Requires V10.01 or Higher)	24	$ 1,279.00	$ 14,734.08	$ 15,961.92
71.	**Extreme 97004-31012** EW NBD AHR - 31012	24	$ 57.00	$ 164.16	$ 1,203.84
				Sub Total	**$ 362,491.29**
				Tax	$ 0.00
				Grand Total	**$ 362,491.29**

Terms and Conditions

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

STEPCG	**Quotation and Statement of Work** **Client:** City of Boynton Beach **Date:** Aug 28, 2019 **Project Name:** City Hall, FS #1, Old High School install **Project ID #:** **Project Manager:** Kenny Huff **Account Manager:** Danny Poindexter **Lead Engineer:** Nelson Karrick

QUOTATION and STATEMENT of WORK

This **Quotation and Statement of Services** ("Quotation") is between STEP, LLC, doing business at 525 W. Fifth Street, #332 Covington, KY 41011 ("STEPCG"), and *City of Boynton Beach* ("Client"). The purpose of this Quotation is to set forth the terms under which STEPCG will provide Client with goods and services ("Products").

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

SCOPE OF WORK

Estimated Total Project Cost:

Project Description:

This SOW includes expansion of Extreme Fabric for City of Boynton Beach. Best practices will be used as directed by Extreme documentation. Extreme best practices will be used as directed by Extreme documentation (SLPP Guard, VLACP, RSMLT, etc.). The network will be deployed with the latest Extreme BOSS/VOSS recommended stable code release. *City of Boynton Beach* will provide SPB sys-names, SPB nick-names, VIST IP networks, VIST L2 vlans and i-sids for new Extreme SPBm fabric. A STEPCG Layer 3 Engineer will be available the day following migration to address issues. *City of Boynton Beach* will provide all necessary VSP hardware, sfp, sfp+ and cables.

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

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

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

- Install 2 x VSP7400 switches in City Hall and
- Setup new VSP7400 switches into current fabric
- Configure all l2 and l3 for new City Hall

- Integrate 1st, 2nd, 3rd, and 4th floor of City Hall into VSP7400 switches in City Hall
- Install 20 x ERS4950 and ~60 x WAP at City Hall
- Install 2 x ERS4950 and 15 x WAP at fire station #1
- Install 2 x ERS4950 and 24 x WAP at old high school
- Add licenses to XMC and Extreme Wireless
- All ERS4950 and WAPs will be setup with Fabric Attach
- New WAPs will be setup into Extreme Wireless and Extreme Control
- Configure L2VSN and/or IP Shortcuts as appropriate
- Setup port naming to new switches
- Backup configurations before migration
- Snap shots of Routing tables, ARP and FDB tables prior to migration
- Apply Extreme best practices
- Upgrade to the latest stable VOSS/BOSS code release
- Configure L3VSN, L2VSN on SPBM core as needed
- Configure IP Interfaces on new SPBM core
- Setup/enable RADIUS, SSH and SNMP for management
- Layer 3 Engineer will be onsite the day following migration to address any issues
- Support following cutover

ASSUMPTIONS AND NOTES

- Client shall be billed for actual time and materials required to implement the proposed solution. STEPCG shall advise Client in advance of any significant deviation from the estimate in time or materials required to perform the proposed work.

- Client represents that it has made routine backups of data and completed a successful test of data restoration and recovery. Client shall continue to make such routine backups during the course of the project. Client has all necessary hardware and software in place to support STEPCG's requirements for installation of Products.

- Client recognizes that internet access and computer network connections may be made temporarily unavailable during installation of Products.

- Installation, configuration or troubleshooting of third-party goods which are not Products are not included in this proposal and shall not be performed by STEPCG.

- Charges associated with technical support for third-party hardware or software are the responsibility of Client.

CLIENT RESOURCES

List of Project Critical Client Resources:

Dedicated point of contact with Network knowledge.
Any servers/VM's for XMC, Extreme Wireless, Extreme Analytics, etc.
Adequate Power per hardware specifications.
All wiring for installation.

RISK TO PROJECT ESTIMATES

- The Scope of Work Section constitutes a good faith estimate based upon Client's representations to STEPCG. Client shall be responsible for full payment for Products provided by STEPCG irrespective of the estimates contained herein.

- Based on Client's representations, STEPCG represents that no significant changes to the items listed in the Scope of Work Section are expected after Client accepts the Quotation.

- Client recognizes that requests for subsequent changes may impact the project timeline and costs.

- Client recognizes that its failure to provide the resources indicated in the Client Resources Section may impact the project timeline and costs.

OTHER CONSIDERATIONS

Out-of-Scope Expense:

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

Travel Expense:

All travel expenses are included with SOW

Confidentiality:

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

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

Intellectual Property:

STEPCG shall retain ownership of all intellectual property it develops during performance of this Quotation, whether developed solely by STEPCG or with Client's employees or consultants, including, but not limited to, all ideas, skills, tools, techniques, processes, source codes, materials, software, programming models, and other programming tools.

INVOICING

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

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

AUTHORIZATIONS

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

For STEP CG, LLC:		**For [CLIENT]:**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Data Communications Products and Services

<< Return

Data Communications Products and Services43220000-WSCA-14-ACS

Contract Details

Effective Period	09/08/2014 through 05/31/2020
Contract Type	Alternate Contract Source
Contract Information	• Contractors • Pricing How to Use This Contract Contractors by Product Category (121.01 KB)
Contract Documents	Participating Addenda Master Agreements
Contract Administration	• Christia Nunnery • 850-488-8367 • christia.nunnery@dms.myflorida.com
Commodity Codes	43220000, 43190000, 43201800, 43210000, 43221500, 43211512, 43211600, 43211604, 43211700, 43212200, 43220000, 43221700, 43222600, 43222800, 43230000, 43232300, 43232400, 43232700, 43232800, 43232900, 43233000, 43233200, 43233500

Additional Information

State agencies and state universities requiring data communications products and services that are available through SUNCOM should contact the Division of State Technology (DST) for assistance.

Description

This alternate contract source is for the purchase or lease (as permitted by state and local requirements) of data communications products and services; this contract is only available for products and services that are not available on state term contracts. Please refer to "Contractors by Product Category" in the Contract Information section above for a complete list of products and services that are available from this alternate contract source.

Document reader download link

- Adobe PDF Reader

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Step Resources Communications

Contact Information	
Vendor/Business Name:	**STEP CG**
Contact Person Name:	Danny Poindexter
Title:	**Regional Sales Executive**
Street Address:	**407 Vine St Suite 210** Cincinnati OH 45202
Phone Number:	**281-989-7878**
Toll Free Number:	844-478-3724
Fax Number:	
Mobile:	**281-989-7878**
Email Address:	dpoindexter@stepcg.com
Ordering Information	
Customers should direct orders to:	**Danny Poindexter**
State of FL Vendor number (FEID):	
Mailing Address:	**407 Vine St Suite 210** Cincinnati OH 45202
Phone Number:	**281-989-7878**
Toll Free Number:	**844-478-3724**
Fax Number:	
Mobile:	**281-989-7878**
Email Address:	dpoindexter@stepcg.com
URL:	www.stepcg.com
Remit Address:	**407 Vine St Suite 210** Cincinnati OH 45202

Complete Price list can be viewed at https://s3-us-west-2.amazonaws.com/naspovaluepoint/1560897428_Extreme Networks - Price File June 2019.xlsx

Service Part Number	List Price	Discount	Contract Price	Description
10061	$17.00	38%	$10.54	Pwr Cord,10A,NEMA 5-15P,IEC320-C13
10099	$27.00	38%	$16.74	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15
10302	$2,135.00	38%	$1,323.70	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector
10410	$295.00	38%	$182.90	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 0.5m
31012	$1,279.00	38%	$792.98	Dual band Dual Radio 802.11ac/abgn, 4x4:4 MIMO Indoor wave2 access point with eight internal antenna array and active/active E/N data ports. Restricted Regulatory Domain: FCC (For following countries: US, Puerto Rico, Colombia)
700511670	$348.00	38%	$215.76	ERS4900 STACKING CABLE 3.0M
97003-S20098	$1,515.00	6%	$1,424.10	EW Software Subscription
97003-S20136	$1,625.00	6%	$1,527.50	EW Software Subscription
97003-S20140	$755.00	6%	$709.70	EW Software Subscription
97003-S20142	$2,480.00	6%	$2,331.20	EW Software Subscription
97003-S20255	$180.00	6%	$169.20	EW Software Subscription
97004-31012	$57.00	12%	$50.16	EW NBD AHR 31012
97004-H34070	$136.00	12%	$119.68	EW NBD AHR H34070
97004-H35313	$1,645.00	12%	$1,447.60	EW NBD AHR H35313
AA1403011-E6	$2,670.00	38%	$1,655.40	1-port 10GBASE-LR Small Form Factor Pluggable Plus (SFP+) 10 Gigabit Ethernet Transceiver, connector type: LC. Supports single-mode fiber for interconnects up to 10km
AL1905A19-E6	$1,017.00	38%	$630.54	ERS4900 1025W POWER SUPPLY UNIT FOR USE IN ERS4926GTS-PWR+ AND ERS4950GTS-PWR+ NO POWER CORD
AL4900A04-E6	$7,057.00	38%	$4,375.34	ETHERNET ROUTING SWITCH 4950GTS-PWR+ 48 10/100/1000 802.3AT & 2 SFP+ PORTS INCLUDES BASE
IA-ES-1K	$7,995.00	38%	$4,956.90	NAC ENTERPRISE LICENSE FOR 1K ES
NMS-A-10-UG	$5,495.00	38%	$3,406.90	LICENSE, UPGRADE NMS-ADV-5 TO NMS-ADV-10
NMS-A-25-UG	$13,995.00	38%	$8,676.90	LICENSE UPGRADE NMS-ADV-10 TO NMS-ADV-25
NMS-A-50-UG	$13,995.00	38%	$8,676.90	LICENSE UPGRADE NMS-ADV-25 TO NMS-ADV-50
PS-ESU-1	$2,500.00	10%	$2,250.00	EXTREME SERVICE UNITS, SINGLE
VSP7400-48Y-8C-AC-F	$25,995.00	38%	$16,116.90	VSP 7400 48 x 1025Gbps SFP28 ports 8 x 100Gbps QSFP28 ports 8-core CPU 16GB RAM 128GB SSD Single 750W AC PSU six fans 4-post rack mount kit Front to Back Airflow
VSP-PRMR-LIC-P	$7,495.00	38%	$4,646.90	VSP 7400 Premier Feature License Includes Insight license
WS-APCAP-16	$2,295.00	38%	$1,422.90	16 AP CAPACITY UPGRADE (C25, V2110)
XN-ACPWR-750W-F	$1,495.00	38%	$926.90	AC 750W PSU Front to Back Airflow for use in VSP7400 SLX9150

Line #	Part Number	Qty	List Price	Contract Price	Quoted Price
	City Hall 1st Floor				
1	Extreme PS-ESU-1	27	$2,500.00	$2,250.00	$2,250.00
2	Extreme AL4900A04-E6	7	$7,057.00	$4,375.34	$3,881.35
3	Extreme 97004-H34070	7	$136.00	$119.68	$119.68
4	Extreme AL1905A19-E6	7	$1,017.00	$630.54	$488.16
5	Extreme 10099	14	$27.00	$16.74	$12.96
6	Extreme AA1403011-E6	2	$2,670.00	$1,655.40	$1,281.60
7	Extreme 31012	25	$1,279.00	$792.98	$665.08
8	Extreme 97004-31012	25	$57.00	$50.16	$50.16
9	Extreme 700511670	1	$348.00	$215.76	$167.04
	City Hall 2nd Floor				
10	Extreme AL4900A04-E6	3	$7,057.00	$4,375.34	$3,387.36
11	Extreme 97004-H34070	3	$136.00	$119.68	$119.68
12	Extreme AL1905A19-E6	3	$1,017.00	$630.54	$488.16
13	Extreme 10099	6	$27.00	$16.74	$12.96
14	Extreme AA1403011-E6	2	$2,670.00	$1,655.40	$1,281.60
15	Extreme 31012	11	$1,279.00	$792.98	$665.08
16	Extreme 97004-31012	11	$57.00	$50.16	$50.16
17	Extreme 700511670	1	$348.00	$215.76	$167.04
	City Hall 3rd Floor				
18	Extreme VSP7400-48Y-8C-AC-F	2	$25,995.00	$16,116.90	$12,477.60
19	Extreme 97004-H35313	2	$1,645.00	$1,447.60	$1,447.60
20	Extreme VSP-PRMR-LIC-P	2	$7,495.00	$4,646.90	$4,347.10
21	Extreme XN-ACPWR-750W-F	2	$1,495.00	$926.90	$717.60
22	Extreme 10061	4	$17.00	$10.54	$8.16
23	Extreme 10302	10	$2,135.00	$1,323.70	$1,024.80
24	Extreme 31012	12	$1,279.00	$792.98	$665.08
25	Extreme 97004-31012	12	$57.00	$50.16	$50.16
26	Extreme AL4900A04-E6	6	$7,057.00	$4,375.34	$3,387.36
27	Extreme 97004-H34070	6	$136.00	$119.68	$119.68
28	Extreme AL1905A19-E6	6	$1,017.00	$630.54	$488.16
29	Extreme 10099	12	$27.00	$16.74	$12.96
30	Extreme AA1403011-E6	4	$2,670.00	$1,655.40	$1,281.60
31	Extreme 700511670	2	$348.00	$215.76	$167.04
32	Extreme 10410	2	$295.00	$182.90	$141.60
	City Hall 4th Floor				
33	Extreme AL4900A04-E6	5	$7,057.00	$4,375.34	$3,387.36
34	Extreme 97004-H34070	5	$136.00	$119.68	$119.68
35	Extreme AL1905A19-E6	5	$1,017.00	$630.54	$488.16
36	Extreme 10099	10	$27.00	$16.74	$12.96

37	Extreme AA1403011-E6	2	$2,670.00	$1,655.40	$1,281.60
38	Extreme 31012	12	$1,279.00	$792.98	$665.08
39	Extreme 97004-31012	12	$57.00	$50.16	$50.16
40	Extreme 700511670	1	$348.00	$215.76	$167.04
	City Hall WLAN Licensing				
41	Extreme WS-APCAP-16	5	$2,295.00	$1,422.90	$1,101.60
42	Extreme 97003-S20255	5	$180.00	$169.20	$158.40
	City Hall XMC and Control Licenses				
43	Extreme IA-ES-1K	1	$7,995.00	$4,956.90	$3,837.60
44	Extreme 97003-S20098	1	$1,515.00	$1,424.10	$1,333.20
45	Extreme NMS-A-10-UG	1	$5,495.00	$3,406.90	$2,637.60
46	Extreme 97003-S20140	1	$755.00	$709.70	$664.40
47	Extreme NMS-A-25-UG	1	$13,995.00	$8,676.90	$6,717.60
48	Extreme 97003-S20142	1	$2,480.00	$2,331.20	$2,182.40
49	Extreme NMS-A-50-UG	1	$13,995.00	$8,676.90	$6,717.60
50	Extreme 97003-S20136	1	$1,625.00	$1,527.50	$1,430.00
	City Hall Spares				
51	Extreme AA1403011-E6	4	$2,670.00	$1,655.40	$1,281.60
52	Extreme AL4900A04-E6	4	$7,057.00	$4,375.34	$3,387.36
53	Extreme AL1905A19-E6	4	$1,017.00	$630.54	$537.12
	Fire Station #1				
54	Extreme WS-APCAP-16	1	$2,295.00	$1,422.90	$1,101.60
55	Extreme 97003-S20255	1	$180.00	$169.20	$158.40
56	Extreme AL4900A04-E6	2	$7,057.00	$4,375.34	$3,387.36
57	Extreme 97004-H34070	2	$136.00	$119.68	$119.68
58	Extreme AL1905A19-E6	2	$1,017.00	$630.54	$488.16
59	Extreme 10099	4	$27.00	$16.74	$12.96
60	Extreme AA1403011-E6	4	$2,670.00	$1,655.40	$1,281.60
61	Extreme 31012	15	$1,279.00	$792.98	$665.08
62	Extreme 97004-31012	15	$57.00	$50.16	$50.16
	Cultural Center				
63	Extreme WS-APCAP-16	1	$2,295.00	$1,422.90	$1,101.60
64	Extreme 97003-S20255	1	$180.00	$169.20	$158.40
65	Extreme AL4900A04-E6	2	$7,057.00	$4,375.34	$3,387.36
66	Extreme 97004-H34070	2	$136.00	$119.68	$119.68
67	Extreme AL1905A19-E6	2	$1,017.00	$630.54	$488.16
68	Extreme 10099	4	$27.00	$16.74	$12.96
69	Extreme AA1403011-E6	4	$2,670.00	$1,655.40	$1,164.12
70	Extreme 31012	24	$1,279.00	$792.98	$665.08
71	Extreme 97004-31012	24	$57.00	$50.16	$50.16

List Total	Contract Total	Quoted Total
$67,500.00	$60,750.00	$60,750.00
$49,399.00	$30,627.38	$27,169.45
$952.00	$837.76	$837.76
$7,119.00	$4,413.78	$3,417.12
$378.00	$234.36	$181.44
$5,340.00	$3,310.80	$2,563.20
$31,975.00	$19,824.50	$16,627.00
$1,425.00	$1,254.00	$1,254.00
$348.00	$215.76	$167.04
$21,171.00	$13,126.02	$10,162.08
$408.00	$359.04	$359.04
$3,051.00	$1,891.62	$1,464.48
$162.00	$100.44	$77.76
$5,340.00	$3,310.80	$2,563.20
$14,069.00	$8,722.78	$7,315.88
$627.00	$551.76	$551.76
$348.00	$215.76	$167.04
$51,990.00	$32,233.80	$24,955.20
$3,290.00	$2,895.20	$2,895.20
$14,990.00	$9,293.80	$8,694.20
$2,990.00	$1,853.80	$1,435.20
$68.00	$42.16	$32.64
$21,350.00	$13,237.00	$10,248.00
$15,348.00	$9,515.76	$7,980.96
$684.00	$601.92	$601.92
$42,342.00	$26,252.04	$20,324.16
$816.00	$718.08	$718.08
$6,102.00	$3,783.24	$2,928.96
$324.00	$200.88	$155.52
$10,680.00	$6,621.60	$5,126.40
$696.00	$431.52	$334.08
$590.00	$365.80	$283.20
$35,285.00	$21,876.70	$16,936.80
$680.00	$598.40	$598.40
$5,085.00	$3,152.70	$2,440.80
$270.00	$167.40	$129.60

$5,340.00	$3,310.80	$2,563.20
$15,348.00	$9,515.76	$7,980.96
$684.00	$601.92	$601.92
$348.00	$215.76	$167.04
$11,475.00	$7,114.50	$5,508.00
$900.00	$846.00	$792.00
$7,995.00	$4,956.90	$3,837.60
$1,515.00	$1,424.10	$1,333.20
$5,495.00	$3,406.90	$2,637.60
$755.00	$709.70	$664.40
$13,995.00	$8,676.90	$6,717.60
$2,480.00	$2,331.20	$2,182.40
$13,995.00	$8,676.90	$6,717.60
$1,625.00	$1,527.50	$1,430.00
$10,680.00	$6,621.60	$5,126.40
$28,228.00	$17,501.36	$13,549.44
$4,068.00	$2,522.16	$1,952.64
$2,295.00	$1,422.90	$1,101.60
$180.00	$169.20	$158.40
$14,114.00	$8,750.68	$6,774.72
$272.00	$239.36	$239.36
$2,034.00	$1,261.08	$976.32
$108.00	$66.96	$51.84
$10,680.00	$6,621.60	$5,126.40
$19,185.00	$11,894.70	$9,976.20
$855.00	$752.40	$752.40
$2,295.00	$1,422.90	$1,101.60
$180.00	$169.20	$158.40
$14,114.00	$8,750.68	$6,774.72
$272.00	$239.36	$239.36
$2,034.00	$1,261.08	$976.32
$108.00	$66.96	$51.84
$10,680.00	$6,621.60	$4,656.48
$30,696.00	$19,031.52	$15,961.92
$1,368.00	$1,203.84	$1,203.84

List Total	$659,588.00
Contract Total	$433,494.34
Quote Total	$362,491.29

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Approve utilizing the Palm Beach County Contract No. 19069 (Bid No. 19-069/MB) with Morton Salt, Inc. for Sodium Chloride under the same terms, conditions, and prices for a one year term for an estimated annual expenditure of $207,000.

EXPLANATION OF REQUEST: Sodium Chloride is utilized for Water Quality & Treatment by the Boynton Beach Utilities. The Sodium Chloride is necessary for regenerating the MIEX Resin.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Not approving utilizing the Palm Beach County Contract No.19069 (Bid No. 19-069/MB) with Morton Salt, Inc. for Sodium Chloride will require a new solicitation to be issued.

FISCAL IMPACT: Budgeted Account Number: 401-2811-536.52-35

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	PBC Sodium Chloride Bid Document
Addendum	PBC Award Letter to Morton Salt for Sodium Chloride
Addendum	Signed Piggyback Request- Morton Salt

Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #19-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

BID SUBMISSION DATE: July 25, 2019 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

In accordance with the provisions of ADA,
this document may be requested in an alternate format.

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

IFB #19-069/MB	**IFB TITLE: SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT**
PURCHASING DEPARTMENT CONTACT: Marva Brown	**TELEPHONE NO.: (561) 616-6815**
FAX NO.: (561) 242-6715	**E-MAIL ADDRESS: mbrown@pbcgov.org**

All bid responses must be received on or before July 25, 2019, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, Attention: Marva Brown, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **COMMERCIAL NON-DISCRIMINATION**:

Item 1: Bidder's Representations and Agreement.

The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

c. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

f. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

g. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

h. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

i. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

j. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

k. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

l. **PUBLIC RECORDS, ACCESS AND AUDITS**: The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The COUNTY shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the four (4) years.

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

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
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 the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

n. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

o. **NO THIRD PARTY BENEFICIARIES**: No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

p. **SCRUTINIZED COMPANIES**

1) **SCRUTINIZED COMPANIES:**
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

2) **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION):**
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:
http://discover.pbcgov.org/oebo/Pages/Documents.aspx

Item 1 – Policy
It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements
In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

Item 3 – Bid Submission Documentation
S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce S/M/WBE subcontractor/subconsultant documentation. If applicable, shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors/ Subconsultants
A completed Schedule 1 submitted by the prime shall list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of this contract with their work force.

Schedule 2 - Letter of Intent
A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

Item 4 – S/M/WBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form
The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor/subconsultant has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors/subconsultants, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4 – Payment Certification Form
A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on this contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors/subconsultants contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the Bidder is required to input all subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a payment application.

Item 6 – S/M/WBE Substitutions
After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 7 – EBO Program Compliance - Penalties
Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance,, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

a. Suspension of contract;

b. Withholding of funds;

c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;

d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and

e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION**: In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or

owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

Bidder shall indicate by checking the box provided on the Bid Response Page, its agreement to the foregoing.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate by checking the box provided on Bid Response Page, that it has attached pages with legal/administrative proceeding information, if applicable.

Bidder's failure to meet these requirements shall render its bid response non-responsive.

4. BID SUBMISSION TIME / AWARD OF BID

a. OBSERVING THE PUBLISHED BID SUBMISSION TIME: The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. POSTING OF AWARD RECOMMENDATION: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. PROTEST PROCEDURE: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. FEDERAL AND STATE TAX: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

c. PAYMENT: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/ services. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's Office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

d. CHANGES: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board.

e. DEFAULT: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

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

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION**: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

10. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

11. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

12. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of the contract if it declines more than 10% of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

13. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

14. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract at its sole discretion. Additional locations shall be based on price per ton offered on the Bid Response page(s), and shall not exceed the original expiration date of the contract. Additional sites may be subject to renewal options.

15. DELIVERY

Delivery shall be required within three (3) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

16. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

17. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the Bid Response page(s).

18. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

19. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o JDi Data Corporation (JDi), 100 W. Cypress Creek Rd., Suite 1052, Fort. Lauderdale, FL 33309, using the **CTrax Portal** unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to JDi using the **CTrax Portal,** which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi-trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o JDi Data Corporation, 100 W. Cypress Creek Rd., Suite 1052, Ft. Lauderdale, FL 33309. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by bidder to County on a primary basis.

SPECIFICATIONS
IFB #19-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Chloride, Solar Salt quality or greater, at various locations throughout Palm Beach County.

TECHNICAL REQUIREMENTS

1. The sodium chloride (N_aC1), granular, shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials, and meeting or exceeding the following specifications (as ppm [mg/kg] weight):

N_aC1:	
Dry basis Wet basis	96.3% - 98% 93.3% minimum
Calcium sulfate	0.30% maximum
Magnesium chloride	0.06% maximum
Calcium chloride	0.10% maximum
Magnesium sulfate	0.02% maximum
Insoluble	0.1% maximum
Moisture (as H_20)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Total impurities (soluble & insoluble)	2.0% maximum

2. Product shall be as per ANSI/AWWA B200 latest revision Standards, Section 5, VERIFICATION.
3. Product shall be homogeneous and in a crystalline granular form.
4. Product shall be white in color.

COUNTY'S RESPONSIBILITY

1. The County shall order on an as needed basis, during the term of the contract.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

1. If the material does not meet the requirements of the Standards, the successful bidder shall remove it from the County property at no additional cost.
2. The successful bidder may be required to provide an affidavit to the County upon request, stating that the Sodium Chloride furnished complies with all applicable requirements of the Standards.
3. All bulk shipments shall be accompanied by certified weight tickets. Delivery shall be made using pneumatic tanker trucks only and shall be bulk delivery.
4. Successful bidder shall be responsible for hose connection. (4" aluminum cam-lock)
5. Delivery will be full truckloads, and shall be delivered on an as needed basis.

CURRENT DELIVERY LOCATIONS	ESTIMATED QUANTITY
Water Treatment Plant #2 2956 Pinehurst Drive, West Palm Beach, FL 33467 Patti Brock (561) 493-6360	5,400 Tons
Water Treatment Plant #8 1500 Jog Road, West Palm Beach, FL 33415 Tim McAleer (561) 493-6180	2,700 Tons

COUNTY ACCEPTANCE

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any items received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment will be based on the unit price offered on the Bid Response page(s). Payment shall be rendered ONLY upon the County's satisfaction of service(s) rendered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the service(s) as specified above. No additional compensation shall be offered or paid.

BID RESPONSE
IFB #19-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Sodium Chloride, Granular, Solar Salt Quality, Bulk Delivery in accordance with AWWA #B-200 Standards, as specified herein.	8,100	TON	$ _____	$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL _____

Acknowledge Criminal History Records Check requirement, per Term #10? YES/INITIAL _____

Acknowledge Insurance requirements, per Term #19? YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

Per General Term and Condition #3n., the undersigned hereby certifies that the information set forth in General Term and Condition #3n. is true and correct to the best of my knowledge. **[ ] Check, if agreed to and acknowledged.**

Per General Term and Condition #3n., if there has been within the immediate past 4 years a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the undersigned discriminated against its subcontractors, vendors, suppliers or commercial customers, then the undersigned shall attach a description of the status or resolution of that complaint, including any remedial action taken. **[ ] Check, if attachment.**

FIRM NAME: **(Enter the entire legal name of the bidding entity)**	DATE:
*** SIGNATURE**: _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____ CITY / STATE: _____ ZIP CODE: _____	
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER #_____	TYPE:_____
FEDERAL ID # _____	

QUALIFICATION OF BIDDERS
REFERENCES FOR IFB #19-069/MB

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #19-069/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #19-069/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature Date

Revised - 11/10/16

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	☐					
2.	☐	☐	☐					
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
(Please use additional sheets if necessary)			Total					

Total Bid Price $_____ Total SBE - M/WBE Participation _____

I hereby certify that the above information is accurate to the best of my knowledge: _____ _____
Signature Title

Note:
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

Revised 02/28/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/Consultant and a Subcontractor/Subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/Subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):_____

The undersigned affirms they are the following (select one from each column):

Column 1 **Column 2**

☐ Male ☐ Female ☐African-American/Black ☐Asian American ☐Caucasian American ☐Hispanic American ☐Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/Subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/Subconsultant

_____ Print Name of Prime

By: _____ Authorized Signature

_____ Print Name

_____ Title

Date: _____

_____ Print Name of Subcontractor/Subconsultant

By: _____ Authorized Signature

_____ Print Name

_____ Title

Date: _____

Revised 02/28/2019

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

Additional Sheets May Be Used As Necessary

I hereby certify that the above information is accurate to the best of my knowledge _____ (Signature) _____ (Title)

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/Subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/Subconsultant. All named Subcontractors/Subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify
that _____ received a
(Subcontractor/Subconsultant Name)

(Monthly) or (Final) payment of $ ☐☐☐☐☐☐☐☐.☐☐ **for** _____ **Drawn**
(Month)

On ☐☐ ☐☐ ☐☐☐☐ **from** _____
MM DD YYYY **(Prime Contractor Name)**

for labor and/or materials used on _____ / _____
(Project Name) **(Work/Task Order/Project Number)**

DEPT.: ☐☐☐ **PROJECT NO.:** ☐☐☐☐☐☐☐☐☐☐☐☐

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

If the undersigned intends to distribute any portion of this payment to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ **Price or Percentage:** _____
Name of 2nd/3rd tier Subcontractor/Subconsultant

By: _____ _____
(Signature of Subcontractor/Subconsultant) **(Name & Title of Person executing on behalf of Subcontractor/Subconsultant)**

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ **day of** _____, **20**_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 02/28/2019

Form I

AWARD RECOMMENDATION
BID RE-CAP SHEET

IFB # 19-069/MB	TITLE: Sodium Chloride, Solar Salt Quality, Purchase and Delivery of, Term Contract
BUYER: Marva Brown	

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	LP/MAV	07/25/2019	AWARD POSTED ON WEBSITE	[signature]	8/13/19
POSTING APPROVED	JSmith	8/12/19	AWARD REMOVED FROM WEBSITE	[signature]	8/21/19
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	[signature]	8/13/19	COPY TO OSBA AND DEPARTMENT	[signature]	8/21/19

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)	PREFERENCE CODES:		
(1) RECOMMENDED AWARD – LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP"	=	GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP"	=	LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE"	=	SBE RANKING (10%)*
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP"	=	MARTIN CO. – NO "LP" APPLIED

STEP 1 / STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
Morton Salt, Inc.	$1,057,050.00		Morton Salt, Inc.	$1,057,050.00		(1)

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS:

PUR '19 AUG 13 AM 8:[illegible]

PUR '19 AUG 21 AM 8:[illegible]

Posting Period 8/13/19 - 8/20/19

BID RESPONSE
IFB #19-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Sodium Chloride, Granular, Solar Salt Quality, Bulk Delivery in accordance with AWWA #B-200 Standards, as specified herein.	8,100	TON	$ 130.50	$ 1,057,050.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL C.C.

Acknowledge Criminal History Records Check requirement, per Term #10? YES/INITIAL C.C.

Acknowledge Insurance requirements, per Term #19? YES/INITIAL C.C.

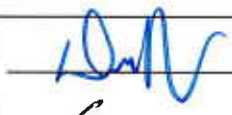
*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

Per General Term and Condition #3n., the undersigned hereby certifies that the information set forth in General Term and Condition #3n. is true and correct to the best of my knowledge. **[X] Check, if agreed to and acknowledged.**

Per General Term and Condition #3n., if there has been within the immediate past 4 years a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the undersigned discriminated against its subcontractors, vendors, suppliers or commercial customers, then the undersigned shall attach a description of the status or resolution of that complaint, including any remedial action taken. **[ ] Check, if attachment.**

FIRM NAME: **(Enter the entire legal name of the bidding entity)** Morton Salt, Inc.	DATE: 7/19/19
*** SIGNATURE:**  *** SIGNATURE:**	PRINT NAME: Doug Kafer, Senior Product Manager, Rock PRINT TITLE: & Solar PRINT NAME: Charlie Cassell, Director, B2B PRINT TITLE: Manufacturing Sales
ADDRESS: 444 West Lake Street, Suite 3000 CITY / STATE: Chicago, IL	ZIP CODE: 60606
TELEPHONE # (844) 410-0513 TOLL FREE # ( )	E-MAIL: buyindustrial@mortonsalt.com FAX #: ( )
APPLICABLE LICENSE(S) NUMBER #	TYPE:
FEDERAL ID # 27-3146174	

QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #19-069/MB

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	City of Boca Raton	
ADDRESS:	201 W Palmetto Park Rd., Boca Raton FL 33432	
CONTACT NAME:	Neil Phillips	← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** 561-393-7376 **CELL PHONE:** **FAX:** **EMAIL:** nphillips@myboca.us	
SCOPE OF WORK:	Salt	
CONTRACT DATES:		

REFERENCE NAME:	Orange County	
ADDRESS:	9100 Curry Ford Rd., Orlando, FL 32825	
CONTACT NAME:	Zulay Millan	← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** 407-836-5635 **CELL PHONE:** **FAX:** **EMAIL:** zulay.millan@ocfl.net	
SCOPE OF WORK:	Salt	
CONTRACT DATES:		

REFERENCE NAME:	City of St.Cloud	
ADDRESS:	3201 Kissimmee Park Rd., St. Cloud, FL 34772	
CONTACT NAME:	Leslie Flores	← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** 407-957-7318 **CELL PHONE:** **FAX:** **EMAIL:** lfores@stcloud.org	
SCOPE OF WORK:	Salt	
CONTRACT DATES:		

FIRM NAME: Morton Salt, Inc.

CERTIFICATION OF BUSINESS LOCATION
IFB #19-069/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #19-069/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Charlie Cassell, (Individual's Name) the Director, B2B Manufacturing Sales (Title/Position with Company/Vendor) of Morton Salt, Inc. (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

7/19/19
Date

Revised - 11/10/16

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	☐					
2.	☐	☐	☐					
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
Total								

(Please use additional sheets if necessary)

Total Bid Price $_____ Total SBE - M/WBE Participation _____

I hereby certify that the above information is accurate to the best of my knowledge: _____ Signature _____ Title

Note:
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

Revised 02/28/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/Consultant and a Subcontractor/Subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/Subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):_____

The undersigned affirms they are the following (select one from each column):

Column 1 **Column 2**

☐ Male ☐ Female ☐African-American/Black ☐Asian American ☐Caucasian American ☐Hispanic American ☐Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/Subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/Subconsultant

_____ _____

Print Name of Prime Print Name of Subcontractor/Subconsultant

By: _____ By: _____

Authorized Signature Authorized Signature

_____ _____

Print Name Print Name

_____ _____

Title Title

Date: _____ Date: _____

Revised 02/28/2019

OEBO SCHEDULE 3.
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

Additional Sheets May Be Used As Necessary

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/Subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/Subconsultant. All named Subcontractors/Subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify
that _____ received a
(Subcontractor/Subconsultant Name)

(Monthly) or (Final) payment of $ ☐☐☐☐☐☐☐☐ . ☐☐ for _____ Drawn
(Month)

On ☐☐ ☐☐ ☐☐☐☐ from _____
MM DD YYYY (Prime Contractor Name)

for labor and/or materials used on _____ / _____
(Project Name) (Work/Task Order/Project Number)

DEPT.: ☐☐☐ PROJECT NO.: ☐☐☐☐☐☐☐☐☐☐☐☐

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

If the undersigned intends to distribute any portion of this payment to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/Subconsultant

By: _____ _____
(Signature of Subcontractor/Subconsultant) (Name & Title of Person executing on behalf of Subcontractor/Subconsultant)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 02/28/2019

State of Florida
Department of State

I certify from the records of this office that MORTON SALT, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on August 4, 2010.

The document number of this corporation is F10000003525.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on March 7, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2019

Secretary of State

Tracking Number: 1729790315CU

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

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

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name • **Common Salt without Additives**

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Coarse Sea Salt (F114100000x)
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Extra Coarse Sea Salt
- Extra Fine 50 Sea Salt
- Extra Fine 70 Sea Salt
- Feed Mixing Salt
- Northern Rock, F & R
- Fine Mixing Salt
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- ISCO Crystals, Bulk
- ISCO Medium, Bulk
- ISCO Water Conditioning, Bulk
- KD Crude Solar Salt
- KD Industrial Salt
- Kleer Fine Salt
- Kleer Granulated Salt
- Medium Sea Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt
- Plain Salt Block
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- Pure and Natural Water Softener Crystals
- PureSun Culinary Crystals
- PureSun Culinary Crystals Coarse
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Sea Salt, 50 lb. (F113100000x)
- Sea Salt, Tote (F113500000x)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Select Sea Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse Water Softening Salt (Undried) Extra Coarse White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)
- White Pretzel Coarse Salt

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feed – see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
123 N. Wacker Drive
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard statements • No label element(s) specifically required

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada
According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

2.2 Label elements

WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information

NFPA

See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Non-Hazardous Components					
Chemical Name	Identifiers	%(weight)	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	**CAS:**7647-14-5 **EC Number:**231-598-3	> 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	**EU DSD/DPD:** Not Classified - Criteria not met **EU CLP:** Not Classified - Criteria not met **OSHA HCS 2012:** Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

Skin
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

Eye
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.

Ingestion
- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician
- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media
- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media
- No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards
- No unusual fire or explosion hazards known.

Hazardous Combustion Products
- No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions
- Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures
- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures
- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling
- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage
- Avoid storage with strong acids and strong oxidizing agents.

Incompatible Materials or Ignition Sources
- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines
- No applicable exposure limits available for product or components.

8.2 Exposure controls

Engineering Measures/Controls
- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment Pictograms
-

Respiratory
- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face
- Wear safety glasses.

Skin/Body
- Wear appropriate gloves.

General Industrial Hygiene Considerations
- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls
- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless to white crystalline or compressed block/pellet.
Color	Colorless to White.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 to 1461 C(2575.4 to 2661.8 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	7 Approximately

Specific Gravity/Relative Density	2.165 Water=1	Bulk Density	Variable
Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	Viscosity	Not relevant
Explosive Properties	Not relevant.	Oxidizing Properties:	Not relevant.
Volatility			
Vapor Pressure	Not relevant	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Component Name	CAS	Data
Sodium chloride (> 99%)	7647-14-5	**Acute Toxicity:** orl-rat LD50:3000 mg/kg

GHS Properties	Classification
Acute toxicity	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Aspiration Hazard	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Carcinogenicity	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Germ Cell Mutagenicity	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met

Skin corrosion/Irritation	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin sensitization	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-RE	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-SE	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Toxicity for Reproduction	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Respiratory sensitization	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Serious eye damage/Irritation	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)
- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)
- No data available.

Skin

Acute (Immediate)
- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)
- No data available.

Eye

Acute (Immediate)
- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)
- No data available.

Ingestion

Acute (Immediate)
- Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)
- No data available.

Key to abbreviations
LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user • None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No

Inventory						
Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

•Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

•Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

•Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List
•Sodium chloride 7647-14-5 > 99% Not Listed
U.S. - California - Proposition 65 - Developmental Toxicity
•Sodium chloride 7647-14-5 > 99% Not Listed
U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)
•Sodium chloride 7647-14-5 > 99% Not Listed
U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)
•Sodium chloride 7647-14-5 > 99% Not Listed
U.S. - California - Proposition 65 - Reproductive Toxicity - Female
•Sodium chloride 7647-14-5 > 99% Not Listed
U.S. - California - Proposition 65 - Reproductive Toxicity - Male
•Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
•Sodium chloride 7647-14-5 > 99% Not Listed
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances
•Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

U.S. - Rhode Island - Hazardous Substance List
•Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date	• 06/October/2016
Preparation Date	• 06/October/2016
Disclaimer/Statement of Liability	• The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations
NDA = No data available

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

Form L

September 10, 2019

Morton Salt, Inc.
Doug Kafer, Senior Product Manager
444 West Lake Street, Suite #3000
Chicago, IL 60606

TERM CONTRACT #19069

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Sodium Chloride, Solar Salt Quality, Purchase and Delivery of based on:

[X] SOLICITATION # 19-069/MB

The term of this contract is 09/11/2019 through 09/10/2020 and has an estimated dollar value of $1,040,850.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Kathleen M. Scarlett
Director

c: Vernetha Green, Water Utilities Department
File

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 12, 2019

RE: CITY OF BOYNTON BEACH CONTRACT WITH MORTON SALT, INC. BASED ON PALM BEACH COUNTY BID No.: 19-069/MB

Agreement between the City of Boynton Beach and **Morton Salt, Inc.:**

CONTRACT TERM: ***One year from time of Commission approval.***

X Yes, I agree to extend Palm Beach County Contract #19-069/MB – Sodium Chloride to the City of Boynton Beach under the same Terms, Conditions, and prices for a one-year term from the time of Commission approval.

____ No, I do not wish to extend the City of Boynton Beach the same terms, conditions, and pricing for the following reason(s)

_____

_____

Morton Salt, Inc.
NAME OF COMPANY

Lisa Petramala
SIGNATURE

Lisa Petramala
NAME OF REPRESENTATIVE
(please print)

Sales Manager
TITLE

9-16-19
DATE

312-807-2887
(AREA CODE) TELEPHONE NUMBER

lpetramala@mortonsalt.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

September 12, 2019

Mike Leahy
Morton Salt, Inc.
123 N. Wacker Drive, 26th Floor
Chicago, IL 60606

VIA EMAIL TRANSMITTAL TO: MLeahy@mortonsalt.com

RE: CITY OF BOYNTON BEACH CONTRACT WITH MORTON SALT, INC. BASED ON PALM BEACH COUNTY BID No.: 19-069/MB

Dear Mr. Leahy,

The City of Boynton Beach would like to piggyback Palm Beach County Contract #19-069/MB – Sodium Chloride. We are inquiring to see if you will allow the City to piggyback the subject contract and will extend the contract's Terms, Conditions, and prices.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Juan Guevarez, Manager, Water Quality & Treatment, Boynton Beach Utilities
Taralyn Pratt, Contract Coordinator, Boynton Beach Utilities
File

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-012 - SECOND READING - Approve text amendments to the Comprehensive Plan Future Land Use, Intergovernmental Coordination and Capital Improvements Elements, reflecting elimination of school concurrency and deletion of Public School Facilities Element; and

PROPOSED ORDINANCE NO. 19-013 - SECOND READING - Approve text amendments to the Comprehensive Plan Transportation Element creating the framework for potential future establishment of mobility fee. City-initiated.

EXPLANATION OF REQUEST:
The proposed Comprehensive Plan text amendments are grouped in two sets—one pertaining to the county-wide elimination of school concurrency and one establishing a framework for the potential future implementation of a Mobility Fee.

Coordinated School Planning
The first set of amendments is in the "housecleaning" category— the City is replicating the actions already taken by the county and other municipalities in amending its Comprehensive Plan based on the "Interlocal Agreement Between the School District of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated School Planning." The subject agreement, signed by the City on February 20, 2016, replaced a 2001 interlocal agreement that coordinated countywide school facility planning through school concurrency.

Transportation Policies in Support of Mobility Fee
Currently, Boynton Beach and other county municipalities are subject to Palm Beach County concurrency, road impact fees and proportionate fair share regulations. (The City's concurrency and proportionate fair share regulations are applicable to local roadways.)

The proposed amendments add thirteen new policies for the Comprehensive Plan's Transportation Element, creating a framework for potential implementation of a mobility fee. This revenue generator could ultimately allow the City to start funding the full range of the needed multi-modal transportation improvements within its boundaries.

Within the area designated for its implementation, the future Mobility Fee may replace the Palm Beach County concurrency system, the County's road impact fee and the proportionate share requirements. It may also trigger rescission of the City's concurrency and proportionate share regulations applicable to the local (City's) roadways.

Following approval on First Reading for transmittal to the State on April 16th, the Department of Economic Opportunity completed the review of the subject amendments under the expedited state review process and had no comments. In response to the comments and objections received from the Palm Beach County, minor changes are proposed to the text amendments for the Transportation Element. Per these changes, no modifications are proposed to the current policies; in addition, the statement acknowledging that the repeal of the Palm Beach County transportation concurrency would require consultation with the County has been added to the new proposed Policy 2.6.3.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
No immediate impact on either programs or services.

FISCAL IMPACT:
No direct fiscal impact from this action; however, a mobility fee program, if implemented, would represent a significant revenue source for transportation planning efforts in the City.

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Comp_Plan_Text_Amendment_(School)_-_Ordinance
Amendment	Exhibit A. Proposed School Planning Amendments
Ordinance	Comp_Plan_Text_Amendment_(mobility_fee)_-_Ordinance
Exhibit	Exhibit B. Proposed Transportation Amendments
Staff Report	Staff report

ORDINANCE NO. 19 -

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING AMENDMENT TO THE COMPREHENSIVE PLAN INCLUDING FUTURE LAND USE, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS, REFLECTING ELIMINATION OF SCHOOL CONCURRENCY AND DELETION OF THE PUBLIC SCHOOL FACILITIES ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida ("City") has adopted a Comprehensive Plan pursuant to Ordinance 89-38 in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the City is replicating the actions already taken by the county and other municipalities in amending its Comprehensive Plan based on the "Interlocal Agreement Between the School District of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated School Planning;" and

WHEREAS, The subject agreement, signed by the City on February 20, 2016, replaced a 2001 Interlocal Agreement that coordinated countywide school facility planning through school concurrency; and

WHEREAS, the coordination focuses on data sharing already in place, while the school level-of-service and concurrency has been eliminated (it is no longer required by Florida Statutes); and

WHEREAS, the amendments propose to transfer the coordinated school planning objectives and policies from the Public School Facilities Element to Intergovernmental Coordination Element, and modify applicable language in the Future Land Use and Capital Improvements Elements while the Public School Facilities Element would be deleted; and

WHEREAS, after public hearing, the City Commission deems it to be in the best interest of the inhabitants of the City to amend the text of the City's Comprehensive Plan as provided herein; and

WHEREAS, the City Commission finds that the adoptions of these Comprehensive Plan Amendments are in the best interest of the health, safety and welfare of the citizens and residents of the City of Boynton Beach.

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 are now ratified and confirmed by the City Commission.

Section 2. That the Comprehensive Plan reflecting elimination of school concurrency and deletion of the Public School Facilities Element, is hereby amended by adding the words and figures in underlined type and by deleting the words and figures in struck-through type, as follows:

See Exhibit "A" attached hereto and incorporated herein

Section 3. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this Ordinance are hereby repealed.

Section 4. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 5. The effective date of this plan amendment shall be: The date a final order is issued by the Department of Economic Opportunity finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, F.S.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this ___ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

I. PROPOSED AMENDMENTS TO FUTURE LAND USE ELEMENT	
Objective 1.1:	Policy 1.1.2 (amended) and 1.1.4 (deleted)
Objective 1.16:	Policy 1.16.1 (added); 1.16.3 (amended 1.16.2); 1.16.4 (amended 1.16.3); 1.16.6 (amended 1.16.5); and 1.16.8 (new)

Objective 1.1 **Land development and future land uses shall continue to be coordinated with the provision of the following facilities and services, concurrent with the needs of the existing and future land uses, and consistent with the adopted minimum levels of service standards contained in this Comprehensive Plan:**

1. **Roadways**
2. **Potable Water**
3. **Sanitary sewer**
4. **Solid Waste**
5. **Stormwater Drainage**
6. **Recreation and Open Space**
7. ~~**Public School Facilities**~~

Policy 1.1.2 The City shall issue development orders or permits only if roadways and~~,~~ recreation~~, and school~~ facilities exist, are provided for in accord with the requirements of this Comprehensive Plan, or will be available to serve new development in accord with conditions set forth in Policies 9.2.2 and 9.2.3 of the Capital Improvements Element, and are sufficient to maintain or exceed adopted levels of service.

~~Policy 1.1.4 The City shall continue to coordinate with the Palm Beach County School District to ensure that adopted levels of service for school concurrency are met.~~

Objective 1.16 **The City shall ~~continue its involvement in the process of coordination and collaboration between the County, local governments, and~~ maintain a cooperative relationship with the Palm Beach County ~~the~~ School District to coordinate land use planning with development ~~in the planning and siting~~ of public school facilities. ~~in coordination with planned infrastructure and public facilities.~~**

Policy 1.16.1 **The City shall provide the School District with periodic information on development and redevelopment projections and approvals needed to maintain school capacity adequacy, including information required for the School District to establish school siting criteria, School District's capital facilities program, and school utilization.**

Policy 1.16.~~2~~3 ~~There shall be no s~~Significant environmental conditions ~~and~~ or ~~significant~~ historical resources on a proposed site that cannot be mitigated ~~or otherwise~~ **shall** preclude development of the site for a public educational facility.

Policy 1.16.~~3~~4 The proposed **school site**s **locations** shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.

Policy 1.16.~~5~~6 The City ~~of Boynton Beach~~ shall encourage the location of schools proximate to urban residential areas **or other appropriate existing and future land uses** by:

- Assisting the School District in identifying funding and/or construction opportunities (including developer participation or City o~~O~~f Boynton Beach capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements; and
- Providing for the review for all school sites as indicated in Policy 1.16.1 above.~~; and,~~
- ~~Allowing schools as a permitted use within all urban residential land use categories.~~

Policy 1.16.8 **The City shall coordinate and collaborate with the Palm Beach County and the School District on the planning of the population projections.**

II. PROPOSED AMENDMENTS TO INTERGOVERNMENTAL COORDINATION ELEMENT
Objective 8.17: Policies 8.17.1 to 8.17.3 (deleted); 8.17.1 to 8.17.6 (new)
Objective 8.18: Policies 8.18.1 to 8.18.8 (new); 1.16.3 (amended 1.16.2); 1.16.4 (amended 1.16.3); 1.16.6 (amended 1.16.5); and 1.16.8 (new)
Objective 8.19: Policy 8.19.1 (new)

Public School ~~Facilities Element~~ Coordinated Planning

Objective 8.17 **The City shall ~~continue to coordinate with the Palm Beach County School District to ensure that adopted level of service standards for public school facilities are maintained~~. maintain a cooperative relationship with the Palm Beach County School District to coordinate land use planning with development of public school facilities.**

Measurability: *Number of applications for ~~school concurrency~~SCAD processed.*

Policy 8.17.1 **The City shall abide by the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning" (the 2016 Interlocal Agreement) which was approved by the City Commission on February 24, 2016, consistent with ss.163.3177(6)(h)1. and 2. F.S. and 163.3180 F.S.**

Policy 8.17.2 **The City, in coordination with the School District, the County and other local governments, shall annually adopt the updated School District of Palm Beach County Five-Year Capital Improvement Schedule into its Comprehensive Plan's Capital Improvements Schedule.**

Policy 8.17.3 **The City shall provide the School District with periodic information on development and redevelopment projections and approvals needed to maintain school capacity adequacy, including information required for the School District to establish:**

1. School siting criteria
2. School District's capital facilities program, and

3. School utilization

Policy 8.17.4 The City shall provide the School District with its Comprehensive Plan to facilitate development of school enrollment projections and shall annually update this information. The City shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long range facilities maps to ensure consistency and compatibility with the provisions of this Element. The City shall provide the School District, based on the schedules outlined in the 2016 Interlocal Agreement, with information generated from the City's development and approvals, including but not limited to:

1. Certificates of Occupancy issued for new residential units.
2. Adopted future land use amendments and development orders, including amendments to development orders.
3. Projections for development and redevelopment for the coming year.

Policy 8.17.5 The City shall provide opportunity for the School District to comment on comprehensive plan amendments, development orders, and other land use decisions which may have impact on the public schools facilities plan. The City shall incorporate letters from the school district identifying school capacity availability into City project staff reports presented to the City Commission. The City may incorporate conditions of approval into ordinances or resolutions to mitigate development impacts at the request of the School District as the City deems appropriate.

Policy 8.17.6 The City shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

1. Design and/or retrofit of public schools as emergency shelters;
2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
3. Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events

Objective 8.18 The City shall establish a process of coordination and collaboration with the School District in the planning and siting of public school facilities.

Policy 8.18.1 The City shall coordinate and provide for expedited review of development proposals with the School District during the development review process to ensure integration of public school facilities with surrounding land uses and the compatibility of uses with schools.

Policy 8.18.2 Upon the receipt of notice from the School District of its intent to acquire or lease a property for a school site, the City shall review and provide a determination of consistency with the future land use designation, zoning district and the City's Comprehensive Plan. The City's comments may address the availability of necessary and planned infrastructure and the co-location of the proposed school facility with other public facilities such as parks, libraries and community centers.

Policy 8.18.3 The City abides by the school siting development review procedures outlined in the "Interlocal Agreement between the School Board of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated Planning."

Policy 8.18.4 Educational facilities shall not be located on sites that involve significant impact on environmental conditions or historical resources if the impacts on these conditions or resources can not be appropriately mitigated.

Policy 8.18.5 Proposed school site locations shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.

Policy 8.18.6 Proposed school site locations shall comply with the provisions of the Coastal Management Element of the Comprehensive Plan, if applicable to the site.

Policy 8.18.7 The City shall encourage the location of schools proximate to urban residential areas or other appropriate existing and future land uses by:

1. Assisting the School District in identifying funding and/or construction opportunities (including developer participation or City capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;

2. Providing for the review for all school sites as indicated in Policy 8.18.1 above; and~~,~~
3. Considering elementary intermediate and secondary school uses as an allowable use in most future land use designations and zoning districts.

Policy 8.18.8 The City shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.

OBJECTIVE 8.19 The City shall establish a joint process of coordination and collaboration with Palm Beach County and the School District in the planning on population projections.

Policy 8.19.1 The City commits to working with the School District and Palm Beach County to improve the population allocation methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections.

~~Policy 8.17.1 The City Of Boynton Beach shall coordinate with the School District in order to:~~

~~1. Verify available school capacity by the School District prior to issuing any site-specific development order for new residential units;~~

~~2. Coordinate planning with the School District regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support school facilities and amendments to the future land use plan element; and,~~

~~3. Provide a biannual report to the School District on April 1 and October 1 each year, containing information regarding Certificates of Occupancy issued for new residential units.~~

~~Policy 8.17.2 The City shall continue to maintain the established process of coordination and collaboration with the County and the School~~

~~District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.~~

~~Policy 8.17.3 The City Of Boynton Beach shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.~~

III. PROPOSED AMENDMENTS TO CAPITAL IMPROVEMENTS ELEMENT
Objective 9.2: Policies 9.2.3 TO 9.2.5 (deleted); 9.2.6 and 9.2.10 (amended)

~~Policy 9.2.3 In the case of public school facilities, the issuance of development orders, development permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service. The necessary facilities shall be considered to be in place when sufficient capacity exist in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA.~~

~~Policy 9.2.4 Concurrency review for public school facilities shall require the applicant for a development order which includes any residential component to provide a determination of capacity by the School District of Palm Beach County that the proposed development will meet the public school facilities level of service. A determination by the School District is not required for permitting of single-family residences on existing single family legal lots of record.~~

~~Policy 9.2.5 The City shall consider as committed and existing the public school capacity which is projected to be in place or under construction in the first three years of the School District's most recently adopted Five Year Plan, as reflected in the Five Year Capital Improvement Schedule of the Capital Improvement Element of the City Of Boynton Beach's Comprehensive Plan~~.

Policy 9.2.6 The availability of public facilities shall be determined and measured for the required public facility types using the following Level of Service (LOS) standards:

~~The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities as follows, in accordance with the adopted Interlocal Agreement:~~

- ~~The level of service is a school's utilization, defined as the enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH).~~

- ~~The level of service standard for all schools shall be 110 percent unless the school is the subject of a School Capacity Study (SCS) undertaken by the School District, working with the Technical Advisory Group (TAG) which determines that a particular school can operate in excess of 110% utilization. No school shall operate in excess of 120% utilization. The SCS shall be required if a school in the first student count of the second semester reaches 108% or higher capacity.~~

Policy 9.2.10 The City shall continue to coordinate capital improvement projects with plans of agencies that provide public facilities within the City as follows:

~~Public School Facilities:~~

~~The City shall provide the School District with annual information needed to maintain school concurrency, including information required for the School District to establish:~~

1. ~~School siting criteria;~~
2. ~~Level of service update and maintenance;~~
3. ~~Joint approval of the public school capital facilities program;~~
4. ~~Concurrency service area criteria and standards; and~~
5. ~~School utilization.~~

IV. PUBLIC SCHOOL FACILITES ELEMENT (DELETED)

~~*Goal 10A PUBLIC SCHOOL CONCURRENCY*~~

~~***It is a GOAL of the City, of Boynton Beach to provide for future availability of public school facilities consistent with the adopted level of service standard. This goal shall be accomplished recognizing the constitutional obligation of the school district to provide a uniform system of free public schools on a countywide basis.***~~

~~**Objective 10A.1 Level Of Service**~~

~~**To ensure that the capacity of schools is sufficient to support student growth at the adopted level of service standard for each year of the five-year planning period and through the long term planning period.**~~

~~Policy 10A.1.1 The LOS standard is the school's utilization which is defined as the enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The level of service (LOS) standard shall be established for all schools of each type within the School District as 110 percent utilization, unless the school is the subject of a School Capacity Study (SCS) undertaken by the School District, working with the Technical Advisory Group (TAG) which determines that a particular school can operate in excess of 110% utilization. No school shall operate in excess of 120% utilization. The SCS shall be required if a school in the first student count of the second semester reaches 108 % or higher capacity.~~

~~Policy 10A.1.2 If, as a result of a School Capacity Study (SCS), a determination is made that a school will exceed 120% or cannot operate in excess of 110%, then the School District shall correct the failure of that school to be operating within the adopted LOS through 1) program adjustments 2) attendance boundary adjustments or 3) modifications to the Capital Facilities Program. If, as a result of the SCS a determination is made that the school will exceed 110% and can operate within adopted guidelines, the Comprehensive Plan will be amended to reflect the new LOS for that school type in that CSA.~~

~~Policy 10A.1.3~~ ~~The School Capacity Study (SCS) shall determine if the growth rate within an area, causing the enrollment to exceed 110 percent of capacity, is temporary or reflects an ongoing trend affecting the LOS for the 5 year planning period. The study shall include data which shows the extent of the exceedance attributable to both existing and new development. Notification shall be provided to the local government within whose jurisdiction the study takes place. At a minimum, the study shall consider:~~

- ~~Demographics in the school's Concurrency Service Area (CSA);~~
- ~~Student population trends;Real estate trends (e.g. development and redevelopment);~~
- ~~Teacher/student ratios; and~~
- ~~Core facility capacity;~~

~~Policy 10A.1.4~~ ~~The adopted LOS standard shall become applicable to the entire County at such time as the School District has achieved the countywide adopted level of service for all schools of each school type. In the interim, Table 1.1-1 establishes the tiered level of service standards for each CSA by school type. Individual schools of each type may exceed the Tiered LOS standards during the period in which Tiered LOS are in effect. Each individual school exceeding the Tiered LOS during that time shall not exceed the utilization standards for that school type as shown in the Maximum Utilization Table of this element (Table 1.1-2).~~

~~Policy 10A.1.5~~ ~~Concurrency Service Areas (CSA) shall be established on a less than district-wide basis, as depicted on Map PS 1.1 and described in the Concurrency Service Area Boundary Descriptions in the Implementation Section of this element.~~

~~1. The criteria for Concurrency Service Areas shall be:~~

~~Palm Beach County is divided into twenty-one CSAs. Each CSA boundary shall be delineated considering the following criteria and shall be consistent with provisions in the Interlocal Agreement:~~

~~a. School locations, student transporting times, and future land uses in the area.~~

~~b. Section lines, major traffic-ways, natural barriers and county boundaries.~~

~~2. Each CSA shall demonstrate that:~~

a. Adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and

b. Utilization of school capacity is maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.

3. Consistent with s.163.3180(13)(c)2.,F.S., changes to the CSA boundaries shall be made only by amendment to the PSFE and shall be exempt from the limitation on the frequency of plan amendments, Any proposed change to CSA boundaries shall require a demonstration by the School District that the requirements of 2(a) and (b), above, are met.

Policy 10A.1.6 The City Of Boynton Beach shall consider as committed and existing the public school capacity which is projected to be in place or under construction in the first three years of the School District's most recently adopted Five Year Plan, as reflected in the Six Year Capital Improvement Schedule of the Capital Improvement Element of the City Of Boynton Beach's Comprehensive Plan, when analyzing the availability of school capacity and making level of service compliance determinations.

Policy 10A.1.7 The City Of Boynton Beach shall amend Table 17 (Six Year Capital Improvement Schedule) of the Capital Improvement Element when committed facility capacity is eliminated, deferred or delayed, to ensure consistency with the School District Five Year Plan.

Policy 10A.1.8. For purposes of urban infill and in recognition of the entitlement density provisions of the City Of Boynton Beach's Future Land Use Element, the impact of a home on an existing single family lot of record shall not be subject to school concurrency.

Policy 10A.1.9 The City Of Boynton Beach shall suspend or terminate its application of School concurrency upon the occurrence and for the duration of the following conditions:

1. School concurrency shall be suspended in all CSAs upon the occurrence and for the duration of the following conditions:
   - The occurrence of an "Act of God"; or
   - The School Board does not adopt an update to its Capital Facilities Plan by September 15th of each year; or

- ~~The School District's adopted update to its Capital Facilities Program Plan does not add enough FISH capacity to meet projected growth in demand for permanent student stations at the adopted level of service for all schools of each type for each CSA; or~~
- ~~The School District Capital Facilities Plan is determined to be financially infeasible as determined by the State Department of Education, or as defined by the issuance of a Notice of Intent to Find an Amendment to a Capital Improvement Element not in compliance as not being financially feasible, by the Department of Community Affairs; or by a court action or final administrative action; or~~
- ~~If concurrency is suspended in one-third or more of the CSAs pursuant to Policy 10A.1.9.2 below.~~

2. ~~School Concurrency shall be suspended within a particular CSA upon the occurrence and for the duration for the following conditions:~~
   - ~~Where an individual school in a particular CSA is twelve or more months behind the schedule set forth in the School District Capital Facilities Plan, concurrency will be suspended within that CSA and the adjacent CSAs for that type of school; or~~
   - ~~The School District does not maximize utilization of school capacity by allowing a particular CSA or an individual school to exceed the adopted Level of Service (LOS); or~~
   - ~~Where the School Board materially amends the first 3 years of the Capital Facilities Plan and that amendment causes the Level of Service to be exceeded for that type of school within a CSA, concurrency will be suspended within that CSA and the adjacent CSAs only for that type of school.~~

3. ~~Once suspended, for any of the above reasons, concurrency shall be reinstated once the Technical Advisory Group (TAG) determines the condition that caused the suspension has been remedied or the Level of Service for that year for the affected CSAs have been achieved.~~

4. ~~If a Program Evaluation Report recommends that concurrency be suspended because the program is not working as planned, concurrency may be suspended upon the concurrence of 33% of the PARTIES signatories of the "Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the~~

School District of Palm Beach County to establish Public School Concurrency".

5. Upon termination of the Interlocal Agreement the County shall initiate a Comprehensive Plan Amendment to terminate school concurrency.

Objective 10A.2 Facilities Requirements

To provide for mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standard in each year of the five-year planning period.

Policy 10A.2.1 Mitigation shall be allowed for those development proposals that cannot meet adopted level of service standard. Mitigation options shall include options listed below for which the School District assumes the operational responsibility and which will maintain the adopted level of service standards for each year of the five-year planning period.

1. Donation of buildings for use as a primary or alternative learning facility; and/or
2. Renovation of existing buildings for use as public school facilities; or
3. Construction of permanent student stations or core capacity.

The site plan for buildings being renovated pursuant to number 2 above shall demonstrate that there are no adverse impacts on archaeological sites or sites listed in on the National Register of Historic Places or the Boynton Beach Register of Historic Places.

Policy 10A.2.2 A development order shall be issued and mitigation measures shall not be exacted when the adopted level of service standard cannot be met in a particular concurrency service area, as applied to an application for a development order, if the needed capacity for the particular CSA is available in one or more contiguous CSAs.

Objective 10A.3 Six-Year Capital Improvement Schedule

To ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standard.

Policy 10A.3.1 The City Of Boynton Beach, in coordination with the School District and other local governments, shall annually amend Table 17 of the

~~Capital Improvement Element (School District of Palm Beach County Six Year Capital Improvement Schedule), to maintain consistency with the School Board's adopted Five Year Plan and to maintain a financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five year planning period.~~

~~*Goal 10B SCHOOL FACILITY SITING AND DEVELOPMENT COORDINATION*~~

~~*It is the GOAL of the City Of Boynton Beach to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding population projections, public school siting, and the development of public education facilities concurrent with residential development and other services.*~~

~~**Objective 10B.1 School Facility Siting**~~

~~**To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.**~~

~~Policy 10B.1.1 The City Of Boynton Beach shall coordinate and provide for expedited review of development proposals with the School District during the development review process to ensure integration of public school facilities with surrounding land uses and the compatibility of uses with schools.~~

~~Policy 10B.1.2 There shall be no significant environmental conditions and significant historical resources on a proposed site that can not be mitigated or otherwise preclude development of the site for a public educational facility.~~

~~Policy 10B.1.3 The proposed site shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.~~

~~Policy 10B.1.4 The proposed location shall comply with the provisions of the Coastal Zone Management Element of the comprehensive plan, if applicable to the site.~~

~~Policy 10B.1.5 The City of Boynton Beach shall encourage the location of schools proximate to urban residential areas by:~~

- ~~Assisting the School District in identifying funding and/or construction opportunities (including developer participation or City Of Boynton Beach capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;~~
- ~~Providing for the review for all school sites as indicated in Policy 10B.1.1 above; and,~~
- ~~Allowing schools as a permitted use within all urban residential land use categories.~~

~~Policy 10B.1.6: The City Of Boynton Beach shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.~~

~~**Objective 10B.2 Intergovernmental Coordination**~~

~~**To establish and maintain a cooperative relationship with the School District and municipalities in coordinating land use planning with development of public school facilities which are proximate to existing or proposed residential areas they will serve and which serve as community focal points.**~~

~~Policy 10B.2.1 The City Of Boynton Beach shall abide by the "Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency", which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on January 25, 2001, consistent with ss.163.3177(6)(h)1.and 2. F.S. and 163.3180 F.S.~~

~~Policy 10B.2.2 The Technical Advisory Group (TAG) shall be established by the County, participating local governments, and the School District. The five member TAG will be comprised of a Certified Public Accountant, a General Contractor, a Demographer, a Business Person, and a Planner, nominated by their respective associations as~~

~~indicated in the Interlocal Agreement to establish Public School Concurrency mentioned in Policy 2.2.a above. The Technical Advisory Group shall review and make recommendations including but not limited to the following:~~

~~1. The Capital Facilities Plan;~~
~~2. The Ten and Twenty Year work programs;~~
~~3. Schools that trigger a School Capacity Study;~~
~~4. Concurrency Service Areas boundaries;~~
~~5. School District Management Reports; and~~
~~6. Operation and effectiveness of the Concurrency Program;~~
~~7. Program Evaluation Reports.~~

~~Policy 10B.2.3 The City Of Boynton Beach shall provide the School District with annual information needed to maintain school concurrency, including information required for the School District to establish:~~

~~1. School siting criteria;~~
~~2. Level of service update and maintenance;~~
~~3. Joint approval of the public school capital facilities program;~~
~~4. Concurrency service area criteria and standards; and~~
~~5. School utilization.~~

~~Policy 10B.2.4 The City Of Boynton Beach shall provide the School District with its Comprehensive Plan, along with the five-year Land Use and population projections, to facilitate development of school enrollment projections and shall annually update this information. The City Of Boynton Beach shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long range facilities maps (Maps PS 3.1 and PS 3.2), to ensure consistency and compatibility with the provisions of this Element.~~

~~Policy 10B.2.5 The City Of Boynton Beach shall advise the School District of a proposed public school site's consistency with the City Of Boynton Beach's Comprehensive Plan and land development regulations, including the availability of necessary public infrastructure to support the development of the site.~~

~~Policy 10B.2.6 The City Of Boynton Beach shall provide opportunity for the School District to comment on comprehensive plan amendments, rezonings, and other land use decisions which may be projected to impact on the public schools facilities plan.~~

~~Policy 10B.2.7~~ ~~The City of Boynton Beach shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:~~

~~1. Design and/or retrofit of public schools as emergency shelters;~~
~~2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;~~
~~3. Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events.~~

~~**Objective 10B.3 Population Projections**~~

~~**To establish a joint process of coordination and collaboration between the City Of Boynton Beach, Palm Beach County and the School District in the planning and decision making on population projections.**~~

~~Policy 10B.3.1~~ ~~The County shall convert the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into each CSA, using BEBR's annual estimates by municipality, persons-per-household figures, historic growth rates and development potential considering the adopted Future Land Use maps of all local government Comprehensive Plans. These projections are shown in Exhibit E of the Interlocal Agreement as "Projected Units Table" which shall be amended annually and provided to the School District.~~

~~Policy 10B.3.2~~ ~~The City Of Boynton Beach commits working with the School District and Palm Beach County to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County is reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the 2000 Census. The responsibilities of local governments and the School District on population projections are described in Section VIII-B of the Interlocal Agreement.~~

ORDINANCE NO. 19 -

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING AMENDMENT TO THE COMPREHENSIVE PLAN TRANSPORTATION ELEMENT CREATING FRAMEWORK FOR POTENTIAL FUTURE ESTABLISHMENT OF A MOBILITY FEE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida ("City") has adopted a Comprehensive Plan pursuant to Ordinance 89-38 in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the Currently, Boynton Beach and other county municipalities are subject to Palm Beach County concurrency, road impact fees and proportionate fair share regulations; and

WHEREAS, negative aspects of transportation concurrency systems, such as their focus on roadways, inequitibility and promotion of sprawl have been generally recognized; and

WHEREAS, Florida statutes encourage local governments to repeal transportation concurrency and adopt an alternative mobility-based funding system that allows developers to pay a fee as mitigation for their transportation impacts; and

WHEREAS, the proposed amendments add thirteen new policies for the Comprehensive Plan's Transportation Element, creating a framework for potential implementation of a mobility fee; and

WHEREAS, this revenue generator could ultimately allow the City to start funding the full range of the needed multi-modal transportation improvements within its boundaries.

WHEREAS, within the area designated for its implementation, the future Mobility Fee may replace the Palm Beach County concurrency system, the County's road impact fee and the proportionate share requirements; and

WHEREAS, after public hearing, the City Commission deems it to be in the best interest of the inhabitants of the City to amend the text of the City's Comprehensive Plan as provided herein; and

WHEREAS, the City Commission finds that the adoptions of these Comprehensive

Plan Amendments are in the best interest of the health, safety and welfare of the citizens and residents of the City of Boynton Beach.

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 are now ratified and confirmed by the City Commission.

Section 2. That the Transportation Element of the Comprehensive Plan is hereby amended creating framework for potential future establishment of a mobility fee by adding the words and figures in underlined type and by deleting the words and figures in struck-through type, as follows:

See Exhibit "B" attached hereto and incorporated herein

Section 3. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this Ordinance are hereby repealed.

Section 4. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 5. The effective date of this plan amendment shall be: The date a final order is issued by the Department of Economic Opportunity finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, F.S.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this ___ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

Objective 2.6 **The City shall provide for private sector responsibility to implement project related transportation improvements, including bicycle, pedestrian, and public transit infrastructure, particularly within the TCEA.**

Policy 2.6.1 The City shall continue to modify and enforce regulations to require a traffic impact analysis for any development project anticipated to generate 200 or more additional vehicle trips per day or 250 trips in the AM or PM peak hour.

Policy 2.6.2 The City shall continue to require improvement of roadways to mitigate the impacts of development as a condition of development approval. The City shall, wherever feasible, require the construction of transportation improvements in lieu of impact fee contributions.

Policy 2.6.3 The City may seek to repeal and replace Palm Beach County transportation concurrency, proportionate fair-share and road impact fees with a Mobility Fee based upon a Complete Streets Mobility Plan. **Repeal of Palm Beach County transportation concurrency, proportionate fair-share and road impact fees will require consultation with Palm Beach County.** The City may also apply a Mobility Fee to the city-maintained facilities, repealing City transportation concurrency and proportionate fair-share applicable to local roadways.

Policy 2.6.4 The Mobility Fee may be implemented and adopted citywide or may be adopted only for specific areas or districts within the City. For each such specific area or district, an adopted Mobility Fee shall replace both Palm Beach County transportation concurrency, proportionate fair-share and road impact fees and City transportation concurrency and proportionate fair-share.

Policy 2.6.5 The Complete Streets Mobility Plan and Mobility Fee may be adopted by resolution of the City Commission. The Mobility Fee would go into effect per the provisions of the Mobility Fee ordinance.

Policy 2.6.6 Should the City Commission elect to adopt a Mobility Fee, the City, within one year of adoption of the implementing Ordinance, shall update the Transportation and Capital Improvement Elements of the Comprehensive Plan to reflect the repeal of transportation concurrency, proportionate fair-share and road impact fees and update policies related to level and quality of service standards, complete streets, capacity determinations, backlogged facilities, transportation and associated

multi-modal policies and other elements addressed in the Complete Streets Mobility Plan.

Policy 2.6.7 The Complete Streets Mobility Plan shall include provisions that address mobility between destinations and should address accessibility to, from destinations, and between modes of travel. The improvements in the Plan shall be based upon the expected, anticipated or desired increase in new development, infill development and redevelopment by the established horizon year and the associated increase in vehicular and person travel demand. The Complete Streets Mobility Plan shall include quality and level of service standards for all modes of travel.

Policy 2.6.8 The City, as part of a Complete Streets Mobility Plan, may adopt quality and/or level of service standards for pedestrians, bicycle, transit and other multi-modal facilities included in the Plan. Quality of Service standards shall be related to the overall travel experience of the user with higher standards established in areas where walking, bicycling, transit and other non-vehicular modes of travel are encouraged. Level of Service standards shall be related to the width or size of pedestrian, bicycle and non-vehicular facilities with wider and larger facilities in areas where non-vehicular modes of travel are encouraged and frequency of transit service with greater frequencies and spans of service in areas where transit is encouraged.

Policy 2.6.9 The Complete Streets Mobility Plan may serve as a Master Plan for roads and transit within the City, and also function as a Bicycle, Pedestrian, Trails, Blueways, Greenways and other non-vehicular modes or travel Master Plan.

Policy 2.6.10 The Complete Streets Mobility Plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio-swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements.

Policy 2.6.11 The Complete Streets Mobility Plan may include policies related to land use to encourage multi-modal supportive development. The Plan may also include provisions that allow for reduction in development parking requirements in recognition of car and bicycle sharing in complete streets. , and parking strategies that reduce parking requirements for mixed-use, multi-modal development and affordable housing.

Policy 2.6.12 The Mobility Fee would be a one-time assessment on new development or redevelopment that results in an impact to the transportation system

through an increase in vehicular trips or vehicular miles of travel or an increase in person trips or person miles of travel. The Mobility Fee, consistent with State Statute, shall be required to meet the dual rational nexus test and shall be reasonably attributable to the travel demand impact of new development, infill and redevelopment.

Policy 2.6.13 The Mobility Fee may include provisions to encourage and incentivize new development, infill and redevelopment within targeted areas of the City. The Mobility Fee may also include provisions to encourage affordable and workforce housing, mixed-use, multi-modal supportive development, and desired land uses that increase employment and attract economic development.

Policy 2.6.14 An application for private development may not be required to pay a Mobility Fee and also meet transportation concurrency, proportionate-fair share and road impact fees to the extent the Mobility Fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees for City and/or County or State maintained facilities.

Policy 2.6.15 In consideration of a future Complete Streets Mobility Plan, the City may review the Land Development Regulations to consider incentives for and accommodate the needs of compact four and two wheel vehicles (such as hybrids, smart cars, and vespas/scooters, etc.) by assessing the parking requirements and other provisions of the code.

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 19-008

STAFF REPORT

TO:	Chairman and Members Planning and Development Board
FROM:	Hanna Matras Senior Planner
THRU:	Ed Breese Planning and Zoning Administrator
DATE:	March 8, 2019
PROJECT:	Comprehensive Plan's Text Amendments (CPTA 19-002, School and Transportation)
REQUEST:	Approve text amendments to the Comprehensive Plan, including: (1) Future Land Use, Intergovernmental Coordination and Capital Improvements Elements, reflecting elimination of school concurrency and deletion of the Public School Facilities Element; and (2) the Transportation Element, creating framework for potential future establishment of a mobility fee. City-initiated.

PROCEDURE

The proposed text amendments to the adopted Comprehensive Plan policies are subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes. The Expedited State Review Process applies to all comprehensive plan amendments, except for small-scale map amendments and amendments that must follow State Coordinated Review Process, such as those based on the Evaluation and Appraisal Review (EAR).

If the City Commission approves the proposed amendments, they will be transmitted for review to the State Land Planning Agency (currently DEO, Florida Department of Economic Opportunity), and to other state and regional level commenting agencies as required by Florida Statutes.

The amendments are anticipated to be adopted in July 2019.

SUMMARY OF PROPOSED AMENDMENTS

I. ELIMINATION OF LANGUAGE RELATED TO SCHOOL CONCURRENCY

Background

The amendments pertaining to elimination of school concurrency are based on the provisions of the "Interlocal Agreement Between the School District of Palm Beach County, Palm Beach County and Municipalities of Palm Beach County for Coordinated School Planning" (Coordinated Planning Agreement), dated December 15, 2016. Boynton Beach became a participant in the said agreement on February 20, 2016 (Resolution 16-034).

The Coordinated Planning Agreement replaced a 2001 interlocal agreement that coordinated countywide school facility planning through school concurrency. The coordination involved sharing information on development proposals and approvals, school siting and population projections to plan for future school needs. The new Coordinated Planning Agreement focuses on data sharing already in place, while the school level-of-service and concurrency has been eliminated (it is no longer required by Florida Statutes). The agreement sets up a process through which residential projects are reviewed by the School District for determining capacity.

Proposed Amendments

The amendments propose to:

- Transfer the coordinated school planning objectives and policies from the Public School Facilities Element to Intergovernmental Coordination Element;
- Delete the Public School Facilities Element; and
- Change reference language in the Future Land Use Element and Capital Improvements Element to be consistent with the new policies.

The changes in strike-out and underline for each Element are provided in EXHIBIT A.

Please note that the subject amendments align with the Palm Beach County Comprehensive Plan text amendments (State Land Planning Agency 17-1 ESR) adopted on April 26, 2016.

II. PROPOSED LANGUAGE IN SUPPORT OF A MOBILITY FEE

Background

Concurrency for public facilities was brought about by the 1985 Growth Management Act. It requires that public facilities and services needed by new development be available concurrent with impacts of new development. For transportation, it means that adopted level of service for roadways be maintained.

Over the last decade, as the unintended consequences of the transportation concurrency—including promotion of urban sprawl—become increasingly obvious, the concurrency-related statutory requirements were gradually modified, moving from regulating capacity towards the emphasis on planning for mobility:

- In 2009, the Florida Legislature eliminated the requirement for transportation concurrency in most urban areas, and directed that a study of transportation mobility fees be performed;
- In 2011, the state requirement for transportation concurrency for the remaining areas was also removed, but the statutes allowed local governments to continue transportation concurrency if they so desired;
- In 2013, the Florida Legislature changed the law to encourage local governments to repeal transportation concurrency and adopt an alternative mobility-based funding system that allows developers to pay a fee as mitigation for their transportation impacts.

A number of Florida counties and municipalities transitioned or are considering transitioning from the traditional transportation concurrency, roadway impact fees and proportionate share requirements to a mobility fee, a one-time mitigation payment on all new development for its impact on the transportation system. Fee calculation methodologies may differ; however, a mobility fee-based funding system must comply with the same "dual rational nexus test" applicable to impact fees—i.e. (1) there must be a reasonable connection between the improvements to be funded and the impact of development; and (2) New development that pays the fees must receive a benefit from the payment.

The system's "rational nexus" can be based on the objectives/premises embedded in a variety of local government's planning documents, such as a mobility plan, a comprehensive plan, or redevelopment plans that identify programs or projects tied to projected future conditions. Per the statutory requirements, the mobility fee revenue must be expended to implement the needs determined by the plan(s) that serves as the basis for the imposition of the fee.

The mobility fee is thus tied to the local planning objectives. Local governments are allowed considerable flexibility in the use of collected fees—they can be invested in full range of multi-modal mobility improvements, including transit, bike lanes, sidewalks, trails, as well as roadways. The mobility fee is also fair to developers, who would only pay for impacts created by their project. The concurrency system bases its fees on the impact of development on roads: no fees are charged until the roadway is deemed over capacity, so the last developer is forced to pay for all of the improvements required to accommodate his/her development, as well as for those that accommodated all the predecessors.

Proposed Amendments

The proposed amendments would set up a framework for implementation of a Mobility Fee, which would ultimately allow the City to generate revenue to fund the needed

transportation system improvements within the City's boundaries

The amendments include thirteen new policies for the Comprehensive Plan's Transportation Element (see EXHIBIT B). All would be placed under the existing Objective 2.6, which pertains to private funding of multimodal mobility improvements. The objective's TCEA language would be deleted, as well as its two existing policies.

Within the area designated for its implementation, the future Mobility Fee would replace the Palm Beach County concurrency system, the County's road impact fee and the proportionate share requirements. It would also trigger rescission of the City's concurrency and proportionate share regulations applicable to the local (City's) roadways.

The proposed framework is consistent with the statutory requirements of Section 163.3180, including that a Mobility Fee:

- Must comply with the rational nexus test applicable to impact fees; and
- Must fund the needs of the plan that serves as the basis for its imposition.

The City would base the future Mobility Fee on a yet to be developed Complete Streets Mobility Plan, which will determine the type, location, and scope of the needed improvements. The Mobility fee could be implemented in specific areas or citywide.

The implementation of the Mobility Fee would require further updates to the Transportation and the Capital Improvements Elements and subsequent amendments to the Land Development Regulations.

RECOMMENDATION

Staff recommends that the City Commission, acting in its capacity as the Local Planning Agency, approve the proposed amendments for transmittal to the State Land Planning Agency (Florida Department of Economic Opportunity) and reviewing agencies.

ATTACHMENTS

S:\Planning\SHARED\WP\SPECPROJ\Comp Plan Text Amendments\CPTA 19-002 School & Transportation\P&D\Staff Report CPTA 19-002 School and Transportation.docx

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-029 - SECOND READING - Approve request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, in connection with:

PROPOSED RESOLUTION NO. R19-100 - Accepting the dedication of property from the Community Redevelopment Agency (CRA) and realignment, and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). (Resolution adoption will be upon second reading of the Ordinance)
Applicant: Michael Simon, CRA Executive Director.

EXPLANATION OF REQUEST:
The CRA has acquired property along the west side of the current NE 3rd Street right-of-way, and a parcel immediately north of the terminus of NE 3rd Street, in an effort to create an improved 50 foot wide street right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard. The abandonment, in conjunction with the dedication of land to the NE 3rd Street right-of-way, and ultimate construction of the road, will also provide an improved street frontage for the proposed future location of the Community Caring Center.

On July 9, 2019, the City Commission, sitting as the CRA Board, approved an agenda item to dedicate CRA-owned property for NE 3rd Street right-of-way and make application, and accept the abandonment of a portion of the existing right-of-way. This will allow the right-of-way to be straightened and extended to Martin Luther King, Jr. Boulevard. The small sliver portion of the right-of-way to be abandoned will be added to the CRA-owned lots for the proposed development of the Community Caring Center project.

The Planning & Development Board at their August 27, 2019 meeting recommended approval of the application for abandonment.

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

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving ROW abandonment
Resolution	Resolution accepting dedication of land from CRA
Staff Report	Staff Report
Location Map	Location Map
Drawings	Abandonment Legal Sketch
Drawings	Dedication Legal Sketch
Conditions of Approval	Conditions of Approval
Development Order	Development Order

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE ABANDONMENT OF A PORTION OF THE UNIMPROVED NE 3RD STREET RIGHT-OF-WAY, NORTH OF NE 9TH AVENUE IN CONNECTION WITH THE DEDICATION OF PROPERTY FROM THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) AND REALIGNMENT, AND EXTENSION OF NE 3RD STREET FROM NE 9TH AVENUE TO MARTIN LUTHER KING JR BOULEVARD; 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 CRA has acquired property along the west side of the current NE 3rd Street right-of-way, and a parcel immediately north of the terminus of NE 3rd Street, in an effort to create an improved 50 foot wide street right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard; and

WHEREAS, the abandonment, in conjunction with the dedication of land to the NE 3rd Street right-of-way, and ultimate construction of the road, will also provide an improved street frontage for the proposed future location of the Community Caring Center; and

WHEREAS, on July 9, 2019, the CRA Board, approved dedication of CRA-owned property for NE 3rd Street right-of-way and acceptance of the abandonment of a portion of the existing right-of-way which will allow the right-of-way to be straightened and extended to Martin Luther King, Jr. Boulevard; and

WHEREAS, the small sliver portion of the right-of-way to be abandoned will be added to the CRA-owned lots for the proposed development of the Community Caring Center project; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff finds that the subject abandonment, combined with the proposed right-of-way dedication, and subsequent roadway construction, serves a greater public purpose, and therefore recommends approval of the applicant's request.

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 a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King Jr. Boulevard, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY (ALSO KNOWN AS NORTHEAST 3RD STREET), OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 156 OF THE SAID PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, THENCE RUN N00°36'53"E A DISTANCE OF 147.57 FEET, TO THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF ROBERT WELLS' SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE 66; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 4 S90°00'00"E FOR A DISTANCE OF 18.87 FEET TO A POINT AT THE INTERSECTION OF THE SAID SOUTH LINE OF LOT 4 AND THE EAST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD (ALSO KNOWN AS NORTHEAST 3RD STREET); THENCE RUN ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD S07°53'54"W A DISTANCE OF 148.98 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.032 ACRES, MORE OR LESS..

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 _____, 2019.

(Remainder of page intentionally left blank)

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
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 a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King Jr. Boulevard, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY (ALSO KNOWN AS NORTHEAST 3RD STREET), OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 156 OF THE SAID PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, THENCE RUN N00°36'53"E A DISTANCE OF 147.57 FEET, TO THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF ROBERT WELLS' SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE 66; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 4 S90°00'00"E FOR A DISTANCE OF 18.87 FEET TO A POINT AT THE INTERSECTION OF THE SAID SOUTH LINE OF LOT 4 AND THE EAST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD (ALSO KNOWN AS NORTHEAST 3RD STREET); THENCE RUN ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD S07°53'54"W A DISTANCE OF 148.98 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.032 ACRES, MORE OR LESS.

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 _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

_____ _____

Crystal Gibson, MMC Lori LaVerriere, City Manager
City Clerk

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Lori LaVerriere, City Manager of the City of Boynton Beach, Florida, known to me to be the person described in and who executed

the foregoing instrument, and acknowledged the execution thereof to be her free hand and deed as such officer, for the uses and purposes mentioned therein; that she 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 _____, 2019.

_____
NOTARY PUBLIC, State of Florida
My Commission Expires:

RESOLUTION NO. R19-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND ACCEPTING THE DEDICATION OF PROPERTY MORE PARTICULARLY DESCRIBED HEREIN, FROM THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO REALIGN AND EXTEND NE 3RD STREET FROM NE 9TH AVENUE TO MARTIN LUTHER KING JR BOULEVARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 9, 2019, the Boynton Beach Community Redevelopment Agency (CRA) Board approved the dedication by the CRA of property for NE 3rd Street right of way; and

WHEREAS, this dedication will allow the right-of-way to be straightened and extended to Martin Luther King Jr., Blvd; 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 accept the dedication of property more particularly described herein from the CRA for the realignment and extension of NE 3rd Street from NE 9th Avenue to Martin Luther King Jr. Blvd.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and accept the dedication of the following described property from the Boynton Beach Community Redevelopment Agency to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King Jr Boulevard:

LEGAL DESCRIPTION:
LOT 5 OF ROBERT WELLS' SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE 66, AND A PORTION OF LOTS 157, 158, AND 159, OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 157 OF THE SAID PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, THENCE RUN N00°36'53"E A DISTANCE OF 147.66 FEET, TO THE SOUTHWEST CORNER OF LOT 5 OF SAID ROBERT WELLS' SUBDIVISION; THENCE

RUN ALONG THE WEST LINE OF SAID LOT 5 N01°25'00"W A DISTANCE OF 155.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD (ALSO KNOWN AS NORTHEAST 10TH STREET); THENCE RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID MARTIN LUTHER KING JR BOULEVARD N90°00'00"E A DISTANCE OF 50.00 FEET; THENCE RUN ALONG THE EAST LINE OF SAID LOT 5 S01°25'00"E A DISTANCE OF 155.00 FEET; THENCE RUN N90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 31.12 FEET TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 5 WITH THE WEST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD (ALSO KNOWN AS NORTHEAST 3RD STREET); THENCE RUN S07°53'34"W ALONG THE WEST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD A DISTANCE OF 149.06 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.210 ACRES, MORE OR LESS.

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 19-023

TO: Chair and Members
Planning & Development Board

FROM: Ed Breese
Planning & Zoning Administrator

DATE: August 7, 2019

SUBJECT: Request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, and dedication of property from the Community Redevelopment Agency (CRA) to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001). 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 (ABAN 19-001) a small sliver of the unimproved NE 3rd Street right-of way, while simultaneously dedicating property to the City to create a fully-aligned right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard (see attached Exhibits).

The following is a description of the zoning districts and land uses of the properties that surround the subject abandonment request:

North: Developed commercial and residential property, and the vacant land purchased by the CRA to straighten and extend NE 3rd Street through to Martin Luther King, Jr. Boulevard, zoned R2 (Duplex);

South: Right-of-way for NE 9th Avenue, then farther south warehouse structures and storage lot zoned M-1 (Industrial);

East: Vacant parcels owned by the CRA, zoned C2 (Neighborhood Commercial); and:

West: The remainder of the NE 3rd Street right-of-way, then the land purchased by the CRA to straighten and align NE 3rd Street, and father west vacant residential properties, zoned R-2 (Duplex).

BACKGROUND

The CRA has acquired property along the west side of the current NE 3rd Street right-of-way, and a parcel immediately north of the terminus of NE 3rd Street, in an effort to create an improved 50 foot wide street right-of-way connecting NE 9th Avenue to Martin Luther King, Jr. Boulevard. The abandonment, in conjunction with the dedication of land to the NE 3rd Street right-of-way, and

ultimate construction of the road, will also provide an improved street frontage for the proposed home of the Community Caring Center.

On July 9, 2019, the City Commission, sitting as the CRA Board, approved an agenda item to dedicate CRA owned property for NE 3rd Street right-of-way and make application, and accept the abandonment of a portion of the existing right-of-way. This will allow the right-of-way to be straightened and extended to Martin Luther King, Jr. Boulevard. The small sliver portion of the right-of-way to be abandoned will be added to the CRA owned lots for the proposed development of the Community Caring Center project.

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.
AT & T	No objection.
Florida Public Utilities	No objection.
Comcast	No objection.
Sprint	No objection.
MCI	No objection.
Century Link	No objection.

RECOMMENDATION

Based on the above-analysis, staff has determined that the subject abandonment, combined with the proposed right-of-way dedication, and subsequent roadway construction, serves a greater public purpose, 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 19-001 NE 3rd St. Dedication\Staff Report.doc

E Martin Luther King Jr Blvd
R/W Dedication
NE 3rd St
R/W Abandonment
NE 9th Ave

SKETCH AND LEGAL DESCRIPTION

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY, OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96

LEGAL DESCRIPTION:

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY (ALSO KNOWN AS NORTHEAST 3RD STREET), OF THE PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, AS RECORDED IN PLAT BOOK 02, PAGE 96, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 156 OF THE SAID PLAT OF ARDEN PARK ADDITION TO BOYNTON FLA, THENCE RUN N00°36'53"E A DISTANCE OF 147.57 FEET, TO THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF ROBERT WELLS' SUBDIVISION, AS RECORDED IN PLAT BOOK 11, PAGE 66; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 4 S90°00'00"E FOR A DISTANCE OF 18.87 FEET TO A POINT AT THE INTERSECTION OF THE SAID SOUTH LINE OF LOT 4 AND THE EAST RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD (ALSO KNOWN AS NORTHEAST 3RD STREET); THENCE RUN ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF AUSTRALIAN BOULEVARD S07°53'54"W A DISTANCE OF 148.98 FEET TO THE **POINT OF BEGINNING**;

SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.032 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE SOUTH R/W LINE OF MARTIN LUTHER KING JR. BOULEVARD, HAVING AN ASSUMED BEARING OF N90°00'00"E.
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
3. ALL RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.
4. THIS IS NOT A SURVEY. NO FIELDWORK WAS PERFORMED AT THIS TIME.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J–17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID INSTRUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

WILLIAM J. WRIGHT, PROFESSIONAL SURVEYOR AND MAPPER, L.S. 6868

WrightPSM, LLC
PROFESSIONAL SURVEYING AND MAPPING
1248 SE 12TH AVE DEERFIELD BEACH, FL 33441
(772) 538-1858 www.wrightpsm.com
CERTIFICATE OF AUTHORIZATION NO. L.B.8186

SCALE:	1"=30'	DATE:	05/19/2019
JOB NO.	18–0215	PAGE	1 OF 2

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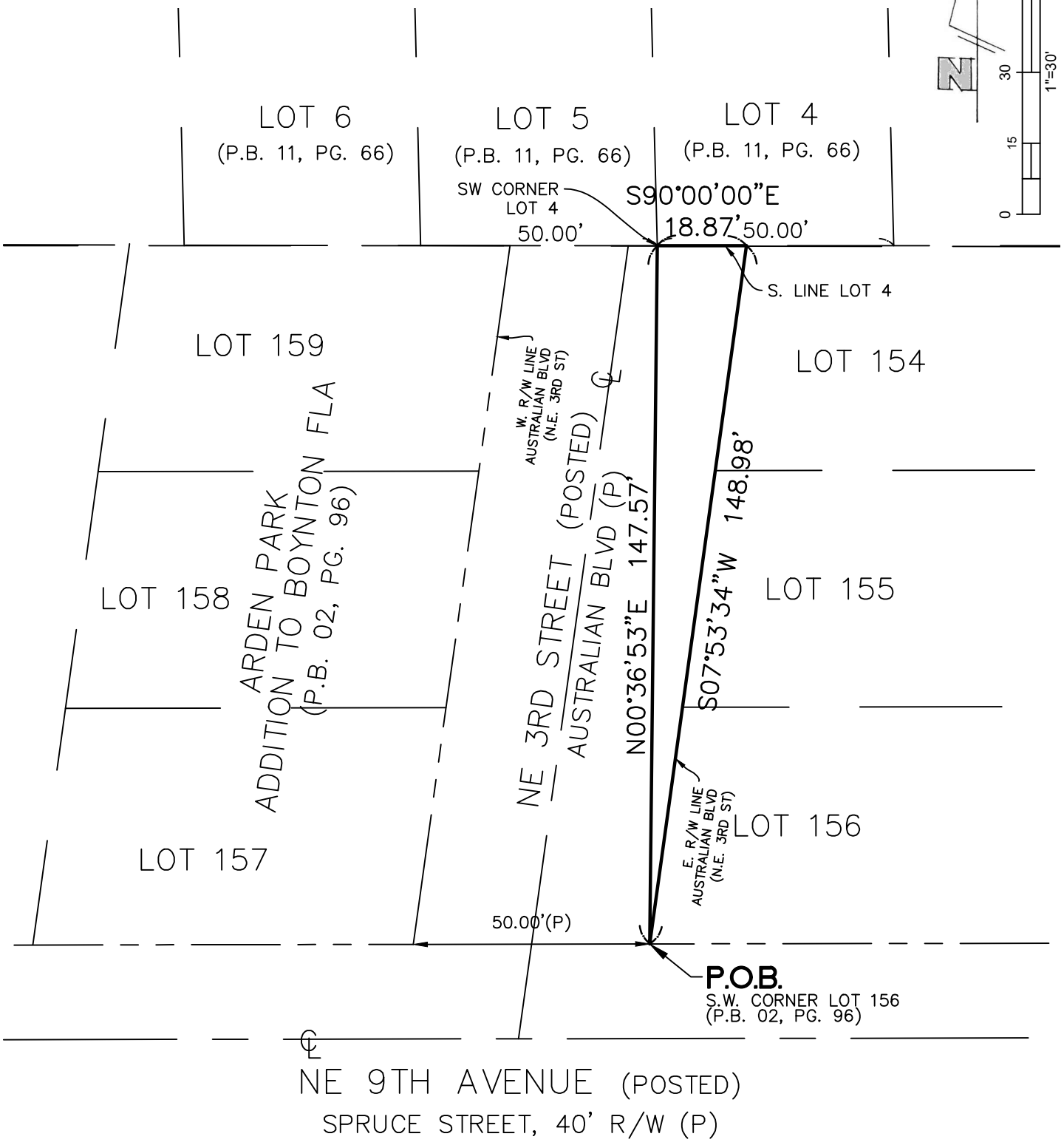
SKETCH AND LEGAL DESCRIPTION

A PORTION OF AUSTRALIAN BOULEVARD RIGHT OF WAY, OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96



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SKETCH AND LEGAL DESCRIPTION

LOT 5 OF ROBERT WELLS' SUBDIVISION, P.B. 11, PG. 66
AND A PORTION OF LOTS 157, 158, AND 159
OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96

LEGAL DESCRIPTION:

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SAID LANDS LYING AND BEING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 0.210 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE REFERENCED TO THE SOUTH R/W LINE OF MARTIN LUTHER KING JR. BOULEVARD, HAVING AN ASSUMED BEARING OF N90°00'00"E.
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.
3. ALL RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.
4. THIS IS NOT A SURVEY. NO FIELDWORK WAS PERFORMED AT THIS TIME.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J–17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID INSTRUMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

WILLIAM J. WRIGHT, PROFESSIONAL SURVEYOR AND MAPPER, L.S. 6868

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SCALE:	1"=50'	DATE:	05/19/2019
JOB NO.	18–0215	PAGE	1 OF 2

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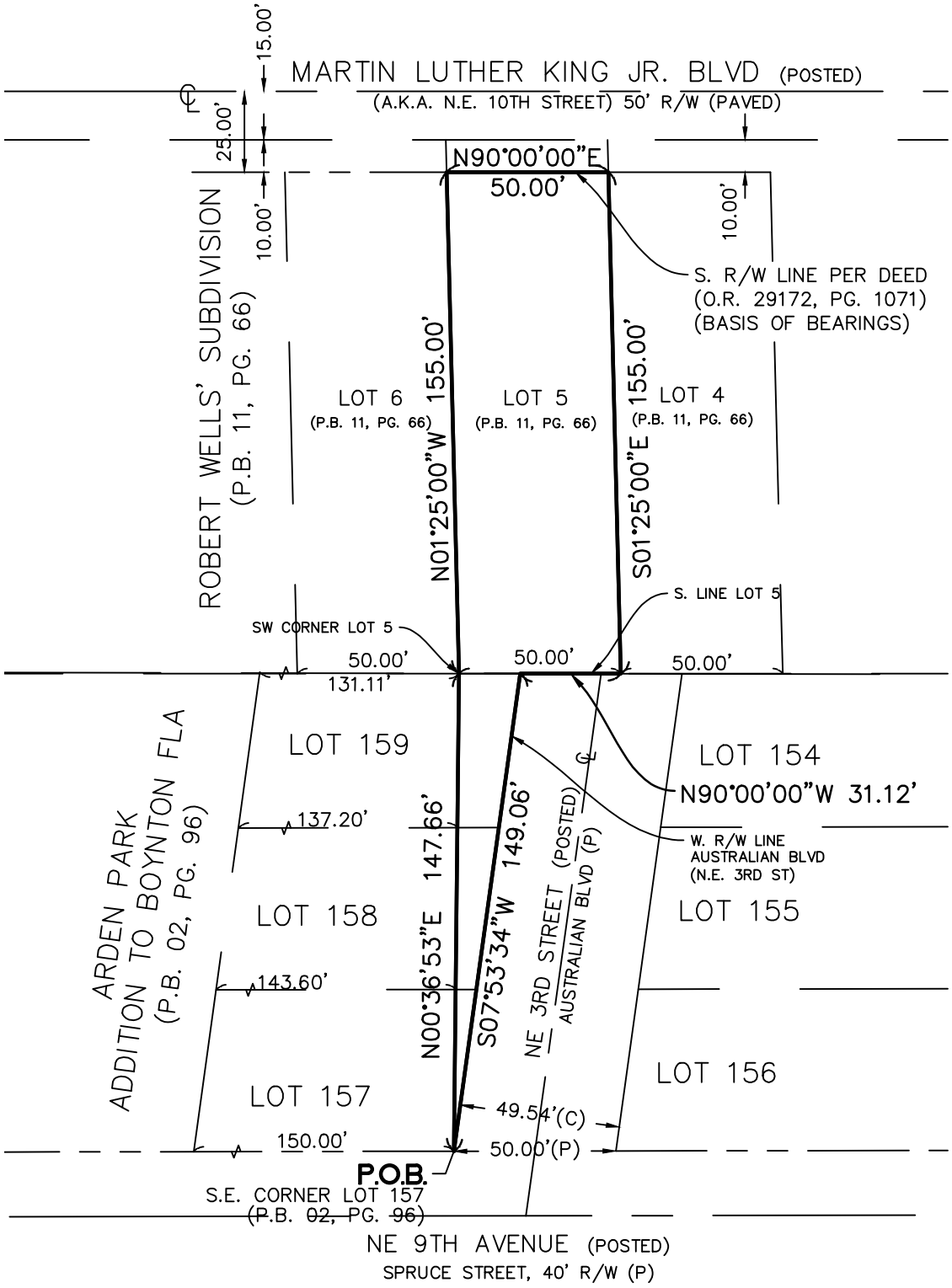
SKETCH AND LEGAL DESCRIPTION

LOT 5 OF ROBERT WELLS' SUBDIVISION, P.B. 11, PG. 66
AND A PORTION OF LOTS 157, 158, AND 159
OF ARDEN PARK ADDITION TO BOYNTON FLA, P.B. 02, PG. 96



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JOB NO.	18-0215	PAGE	2 OF 2

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EXHIBIT "C"

CONDITIONS OF APPROVAL

Project Name: CRA Abandonment 19-001 / NE 3rd Street Dedication
File number: ABAN 19-001
Reference: ABAN 19-001

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None.		
FIRE		
Comments: None.		
POLICE		
Comments: None.		
BUILDING DIVISION		
Comments: None.		
PARKS AND RECREATION		
Comments: None.		
PLANNING AND ZONING		
Comments: None.		
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		

DEPARTMENTS	INCLUDE	REJECT
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

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DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: CRA Abandonment 19-001 / NE 3rd Street Dedication

APPLICANT: Michael Simon, Executive Director Boynton Beach CRA

APPLICANT'S ADDRESS: 710 N. Federal Highway, Boynton Beach, FL 33435

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: October 1, 2019

APPROVAL SOUGHT: Request for abandonment of a portion of the unimproved NE 3rd Street right-of-way, north of NE 9th Avenue, and dedication of property from the Community Redevelopment Agency (CRA) to realign and extend NE 3rd Street from NE 9th Avenue to Martin Luther King, Jr. Boulevard (ABAN 19-001).

LOCATION OF PROPERTY: Portion of NE 3rd Street north of NE 9th 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 "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

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO.19-034 - SECOND READING - Approving efficiency improvements to the Site Plan Review Process (CDRV 19-007) through amendments to the LAND DEVELOPMENT REGULATIONS Chapter 2. *Land Development Process*, Article II. *Planning and Zoning Division Services*, Section 2. F. *Site Plan*, Including Time Extension and Modifications that begin implementing staff recommendations from the internal review of the City's development review process. Applicant: City-initiated.

EXPLANATION OF REQUEST:
In part to address customer service issues, staff commenced a comprehensive review of the City's development review process with the objective of improving efficiency, customer service and the image of the Department's operation. This effort began in May, 2019 and recommendations for improvement will be presented in phases as the evaluation project progresses.

The first round of changes are designed to make the site plan process more streamlined and efficient by allowing staff to grant administrative approval for more types of applications. The changes include:

- General: revisions to categories of applications to be exempted from site plan review.
- For new site plans:
  - Proposed criteria for identifying "major" site plan applications;
  - Revisions to the "Expiration" criteria to be applied to major site plans; and
  - Proposed new section for the "minor" site plan process.
- For modifications to site plans: revisions to the thresholds for determining "major" site plan applications.

The magnitude of reduction in review time varies by project type and size; however, processing time could be reduced by up to 3 months by reviewing an application administratively instead of through the full site plan review process. Projects that also require for example, the conditional use or variance processes (which require public hearings), would not be eligible for "minor" (e.g. administrative) processing.

The Planning & Development Board, at their August 27, 2019 meeting, recommended approval of the proposed code amendments, with the suggestion that staff consider the topic of public awareness of administrative reviews.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No impact on either programs or services

FISCAL IMPACT: No fiscal impact

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
🗋	Ordinance	Ordinance amending Site Plan Review process
🗋	Staff Report	Staff report
🗋	Amendment	EXHIBIT A. LDR Amendments

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 "LAND DEVELOPMENT PROCESS", ARTICLE II. "PLANNING AND ZONING DIVISION SERVICES", SECTION 2. F. "SITE PLAN, INCLUDING TIME EXTENSION AND MODIFICATIONS" THAT BEGIN IMPLEMENTING STAFF RECOMMENDATIONS FROM THE INTERNAL REVIEW OF THE CITY'S DEVELOPMENT REVIEW PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the staff commenced a comprehensive review of the City's development review process with the objective of improving efficiency, customer service and the image of the Department's operation. This effort began in May, 2019 and recommendations for improvement will be presented in phases as the evaluation project progresses; and

WHEREAS, the first round of changes are designed to make the site plan process more streamlined and efficient by allowing staff to grant administrative approval for more types of applications; and

WHEREAS, the magnitude of reduction in review time varies by project type and size; however, processing time could be reduced by up to 3 months by reviewing an application administratively instead of through the full site plan review process.

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 are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, "Land Development Process", Article II "Planning and Zoning Division Services", Sec. 2F "Site Plan, Including Time Extension and Modifications" is hereby amended as follows:

Sec. 2. Standard Applications

F. *Site Plan, Including Time Extension and Modifications.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to set forth uniform procedures, well-defined application processes, and information to guide the review of site plan submittals. The applicant shall schedule a pre-application conference with staff and bring the proposed site plan. ~~It is also the intent to provide for separate submittal requirements and expedited review processes for those developments that qualify as a sustainable development (as defined by Chapter 1, Article II, Definitions) and meets the intent of the city's green building initiatives.~~

b. Applicability. New site plans are either "minor" or "major" based on criteria within this section. The following applications shall be considered "major": ~~No building permits shall be issued for projects requiring site plan approval until after the plan has been approved by the city. The following work shall be required to undergo site plan review as required by this section:~~

~~(1) All new developments;~~

~~(2) All modifications to existing development that expand floor area, require increased parking, intensify the use of a structure, or change the occupancy of a building;~~

~~(3) Exterior remodeling, alterations, modifications; or~~

~~(4) Community gardens containing storage and/or agricultural structures that are greater than one hundred (100) square feet as provided for in the Supplemental Regulations (Chapter 3, Article V, Section 3).~~

(1) Site plans containing more than ten (10) new multifamily dwelling units;

(2) Site plans for new non-residential structures over 15,000 square feet;

(3) Site plans requiring an application for Conditional Use;

(4) Site plans requiring a relief application; and

(5) Site plans for city-owned or operated facilities that causes a significant impact to abutting and adjacent properties, as determined by the Planning & Zoning Administrator.

c. Exemptions. The following work shall not be required to undergo site plan review as required by this chapter:

(1) The construction of a single-family home or a duplex;

~~(2) Interior renovations, except projects as specified in Section 2.F.1.b.(2) above;~~

~~(3) Installation of fire sprinklers;~~

~~(4) Replacement of existing electrical components;~~

~~(5) Installation of fire alarms; or~~

~~(6) Voluntary life safety responsive projects when endorsed by the Fire Marshal, Director of Development or Director of Planning and Zoning.~~

(2) Internal modifications to a structure including plumbing, electrical, and mechanical with no effect to the exterior of the structure;

(3) Any modification of an existing structure that does not increase the total size of the structure and does not change the building footprint;

(4) Addition of awnings, canopies, or ornamental structures;

(5) Pools, including redesign and relocation;

(6) Other minor structural additions or alterations, including stairs, porches, terraces, fencing, etc.;

(7) Garages and accessory structures in residential districts;

(8) New structures and additions to existing structures of fewer than 1,000 gross square feet in non-residential zoning districts;

(9) Any modification of, or addition to an existing site necessary to implement a Corrective Action Plan and/or the City's Chronic Nuisance Property Code (See Part II. Code of Ordinances, Chapter 15).

—

~~d. Waiver of Site Plan Review. Notwithstanding compliance with the concurrency regulations of Chapter 1, Article VI, the Director of Planning and Zoning or designee may waive the requirement for site plan review based upon all of the following factors:~~

~~(1) The remodeling, alteration, or redevelopment does not change the preexisting appearance or configuration of the buildings or site;~~

~~(2) The remodeling, alteration, or redevelopment does not reduce emergency vehicle access to the buildings or site;~~

~~(3) The change of use would not represent an increase in the minimum number of required off-street parking spaces;~~

~~(4) Compliance with the city's development regulations is maintained. The work shall be subject to site plan review in those instances when an applicant disputes a determination from the Director of Planning and Zoning regarding compliance; and~~

~~(5) Any work, improvement, or modification to a developed site or building that meets the intent of the city's green building initiatives.~~

2. Major Site Plan

a~~2~~. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b~~3~~. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and~~;~~ 2) S~~s~~ite D~~d~~evelopment S~~s~~tandards described in Chapter 4, Article XII.~~; and 3) the best development practices in the sustainable and green checklist~~. See Section 2.D.6.c. above for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c.~~4~~. Approval Process. An application for site plan approval requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

d~~5~~. Expiration.

(1)~~a.~~ General. Upon approval of a site plan by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department.

~~b. Sustainable Development. If approved as a sustainable development, the applicant for a sustainable project shall be required to secure a building permit in the time period in accordance with Table 2-2:~~

~~(1) Table 2-2.~~

~~Property Size (in square feet)~~	~~Number of Dwelling Units (Residential Only)~~	~~Time Period~~
~~< 40,000 s.f.~~	~~< 80 du~~	~~3 years~~
~~> 40,000 s.f.~~	~~> 80 du~~	~~5 years~~

~~In addition, the applicant shall be required to submit an annual progress report to the Director of Planning and Zoning indicating the status of the project and any updates demonstrating its completion. The city reserves the right to revoke the development order of any sustainable development after the initial eighteen (18) months if it is subsequently determined that it is not a sustainable development. In these instances, the applicant may request a site plan time extension in accordance with Section 2.F.6. below.~~

(2)~~c.~~ Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for site plan review purposes.

e.~~6.~~ Time Extension.

(1)~~a.~~ General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to include either a new site plan or a major site plan modification. There is no limit to the number of extensions that may be requested.

(2)~~b.~~ Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3)~~c.~~ Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A.~~(1)~~ Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B.~~(2)~~ In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the

control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C.~~(3)~~ Has the applicant paid any impact fees, including utilities or art in public places?

D.~~(4)~~ Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E.~~(5)~~ Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4)~~d.~~ Approval Process. An application for site plan time extension requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(5)~~e.~~ Expiration. Upon approval of site plan time extension by the City Commission, the applicant shall have the time approved by the City Commission to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6)~~f.~~ Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7)~~g.~~ Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the City Commission. In granting such extensions the City Commission may require modification to or impose additional conditions of approval to the site plan.

3. Minor Site Plan

a. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and 2) Site Development Standards described in Chapter 4, Article XII. See Section 2.D.6.c. for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c. Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official.

d. . Expiration.

(1) General. Applicant shall have eighteen (18) months to secure a building permit from the Development Department.

(2) Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the

type of permit necessary to extend the life of a development order for site plan review purposes.

e. Time Extension

(1) General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to mean a minor site plan. There is no limit to the number of extensions that may be requested.

(2) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3) Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A. Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B. In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C. Has the applicant paid any impact fees, including utilities or art in public places?

D. Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E. Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4) Approval Process. An application for site plan time extension requires review by the Planning & Zoning Administrator.

(5) Expiration. Upon approval of site plan time extension the applicant shall have the time approved by the Planning & Zoning Administrator to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6) Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7) Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the Planning & Zoning Administrator. In granting

such extensions staff may require modifications to or impose additional conditions of approval to the site plan.

4~~7~~. Modification to Site Plan.

a. General. An applicant may request to modify an approved site plan. Changes to site plans are either "minor" or "major" based on criteria within this section. The applicant shall schedule a pre-application conference with staff ~~and bring the proposed site plan and any other affected plan or exhibit to the meeting~~ to facilitate a preliminary review of the Site Plan. Site Plan Modifications shall be~~Staff shall consider the following factors in determining whether the proposed site plan modification is~~ considered "major" if any of the following apply:

(1) The modification increases the buildable square footage of the development by more than 15,000 square feet or twenty ~~five~~ percent (20~~5~~%), whichever is greater; the threshold increases to twenty-five~~ten~~ percent (25~~10~~%) if the project is certified by a third-party green certification process. ~~considered a sustainable development and meets the intent of the city's green building initiatives.~~

~~(2) The modification reduces the provided number of parking spaces below the required number of parking spaces.~~

(2~~3~~) The modification causes the development to be below the development standard for the zoning district in which it is located or any other applicable standard in the Land Development Regulations.

(3~~4~~) The modification has an adverse effect on adjacent or nearby property or reduces required physical buffers, such as fences, trees, or hedges.

(4~~5~~) The modification adversely affects the elevation design of the structure or reduces the overall design of the structure below the standards stated in the community design plan.

(5~~6~~) The modified development does not meet~~s~~ the concurrency requirements of the Boynton Beach Comprehensive Plan.

(6~~7~~) The modification alters the project so that the modified site plan does not reasonably resemble the approved site plan.

(7~~8~~) The modification affects or does not comply with a condition of approval of the development order.

(8~~9~~) The modification ~~is proposed~~ to a city-owned or operated facility ~~and~~ causes a significant ~~de minimus~~ impact to abutting and adjacent properties. ~~and/or public lands.~~

b. Major Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed major site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. An application for major site plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. Upon approval of a major site plan modification by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department. All previous approvals shall be null and void if applicant is unable to secure a building permit within the above timeframe.

For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for a major site plan modification.

(5) Extension. An applicant may request to extend the approval of a major site plan modification for a time period not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. The request shall be processed in accordance with Section 2.F.6. above.

(6) Miscellaneous. At the time the City Commission approves a request for a major site plan modification, any previously approved site plan, including any conditions for approval, shall be null and void. All future development shall be consistent with the master site plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

c. Minor Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the affected plans and exhibits (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor site plan modification.

(2) Review Criteria. The proposed minor site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor site plan modification, all future development shall be consistent with the site plan, as modified, including all previously approved conditions of approval associated with the site plan.

Section 3. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 19-026

TO: Chair and Members
Planning & Development Board

FROM: Hanna Matras
Senior Planner

THROUGH: Ed Breese
Planning and Zoning Administrator

DATE: August 20, 2019

RE: Approve proposed code language implementing revisions to the site plan process (CDRV 19-007) - Amending the LAND DEVELOPMENT REGULATIONS Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services, Section 2. F. Site Plan, Including Time Extension and Modifications. Applicant: City-initiated.

EXPLANATION

The proposed changes are designed to make the site plan process more streamlined and effcient by allowing staff to grant administative approval for more types of applications. The changes include:

- General: revisions to categories of applications to be exempted from site plan review
- For new site plans:
  - Proposed criteria for "major" site plan applications;
  - Revisions of the "Expiration" criteria to be applied to major site plans; and
  - Proposed new section for the "minor" site plan process.
- For modifications to site plans: revision of the thresholds for a modification to be classified as "major."

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments as a continuation of the LDRs' assessment aimed to improve and modernize the development review processe in support of quality redevelopment and economic growth in the City.

Attachments

CHAPTER 2. LAND DEVELOPMENT PROCESS

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 2. Standard Applications

F. *Site Plan, Including Time Extension and Modifications.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to set forth uniform procedures, well-defined application processes, and information to guide the review of site plan submittals. The applicant shall schedule a pre-application conference with staff and bring the proposed site plan. ~~It is also the intent to provide for separate submittal requirements and expedited review processes for those developments that qualify as a sustainable development (as defined by Chapter 1, Article II, Definitions) and meets the intent of the city's green building initiatives.~~

b. Applicability. New site plans are either "minor" or "major" based on criteria within this section. The following applications shall be considered "major": ~~No building permits shall be issued for projects requiring site plan approval until after the plan has been approved by the city. The following work shall be required to undergo site plan review as required by this section:~~

~~(1) All new developments;~~

~~(2) All modifications to existing development that expand floor area, require increased parking, intensify the use of a structure, or change the occupancy of a building;~~

~~(3) Exterior remodeling, alterations, modifications; or~~

~~(4) Community gardens containing storage and/or agricultural structures that are greater than one hundred (100) square feet as provided for in the Supplemental Regulations (Chapter 3, Article V, Section 3).~~

(1) Site plans containing more than ten (10) new multifamily dwelling units;

(2) Site plans for new non-residential structures over 15,000 square feet;

(3) Site plans requiring an application for Conditional Use;

(4) Site plans requiring a relief application; and

(5) Site plans for city-owned or operated facilities that causes a significant impact to abutting and adjacent properties, as determined by the Planning & Zoning Administrator.

c. Exemptions. The following work shall not be required to undergo site plan review as required by this chapter:

(1) The construction of a single-family home or a duplex;

~~(2) Interior renovations, except projects as specified in Section 2.F.1.b.(2) above;~~

~~(3) Installation of fire sprinklers;~~

~~(4) Replacement of existing electrical components;~~

~~(5) Installation of fire alarms; or~~

~~(6) Voluntary life safety responsive projects when endorsed by the Fire Marshal, Director of Development or Director of Planning and Zoning.~~

(2) Internal modifications to a structure including plumbing, electrical, and mechanical with no effect to the exterior of the structure;

(3) Any modification of an existing structure that does not increase the total size of the structure and does not change the building footprint;

(4) Addition of awnings, canopies, or ornamental structures;

(5) Pools, including redesign and relocation;

(6) Other minor structural additions or alterations, including stairs, porches, terraces, fencing, etc.;

(7) Garages and accessory structures in residential districts;

(8) New structures and additions to existing structures of fewer than 1,000 gross square feet in non-residential zoning districts;

(9) Any modification of, or addition to an existing site necessary to implement a Corrective Action Plan and/or the City's Chronic Nuisance Property Code (See Part II. Code of Ordinances, Chapter 15).

~~d. Waiver of Site Plan Review. Notwithstanding compliance with the concurrency regulations of Chapter 1, Article VI, the Director of Planning and Zoning or designee may waive the requirement for site plan review based upon all of the following factors:~~

~~(1) The remodeling, alteration, or redevelopment does not change the preexisting appearance or configuration of the buildings or site;~~

~~(2) The remodeling, alteration, or redevelopment does not reduce emergency vehicle access to the buildings or site;~~

~~(3) The change of use would not represent an increase in the minimum number of required off-street parking spaces;~~

~~(4) Compliance with the city's development regulations is maintained. The work shall be subject to site plan review in those instances when an applicant disputes a determination from the Director of Planning and Zoning regarding compliance; and~~

~~(5) Any work, improvement, or modification to a developed site or building that meets the intent of the city's green building initiatives.~~

2. Major Site Plan

a~~2~~. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b~~3~~. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and~~;~~ 2) S~~s~~ite D~~d~~evelopment S~~s~~tandards described in Chapter 4, Article XII.~~; and 3) the best development practices in the sustainable and green checklist~~. See Section 2.D.6.c. above for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c.~~4~~. Approval Process. An application for site plan approval requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

d~~5~~. Expiration.

(1)~~a.~~ General. Upon approval of a site plan by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department.

~~b. Sustainable Development. If approved as a sustainable development, the applicant for a sustainable project shall be required to secure a building permit in the time period in accordance with Table 2-2:~~

~~(1) Table 2-2.~~

~~Property Size (in square feet)~~	~~Number of Dwelling Units (Residential Only)~~	~~Time Period~~
~~< 40,000 s.f.~~	~~< 80 du~~	~~3 years~~
~~> 40,000 s.f.~~	~~> 80 du~~	~~5 years~~

~~In addition, the applicant shall be required to submit an annual progress report to the Director of Planning and Zoning indicating the status of the project and any updates demonstrating its completion. The city reserves the right to revoke the development order of any sustainable development after the initial eighteen (18) months if it is subsequently determined that it is not a sustainable development. In these instances, the applicant may request a site plan time extension in accordance with Section 2.F.6. below.~~

(2) ~~c.~~ Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for site plan review purposes.

e.~~6.~~ Time Extension.

(1)~~a.~~ General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to include either a new site plan or a major site plan modification. There is no limit to the number of extensions that may be requested.

(2)~~b.~~ Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3)~~c.~~ Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A.~~(1)~~ Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B.~~(2)~~ In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C.~~(3)~~ Has the applicant paid any impact fees, including utilities or art in public places?

D.~~(4)~~ Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E.~~(5)~~ Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4)~~d.~~ Approval Process. An application for site plan time extension requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(5)~~e.~~ Expiration. Upon approval of site plan time extension by the City Commission, the applicant shall have the time approved by the City Commission to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6)~~f.~~ Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7)~~g.~~ Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the City Commission. In granting such extensions the City Commission may require modification to or impose additional conditions of approval to the site plan.

3. Minor Site Plan

a. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

b. Review Criteria. The site plan shall comply with the following: 1) requirements of the respective zoning district regulations of Chapter 3, Article III and 2) Site Development Standards described in Chapter 4, Article XII. See Section 2.D.6.c. for additional regulations regarding the requirement that the site plan be consistent with the master plan when rezoning lands to a planned zoning district.

c. Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official.

d. . Expiration.

(1) General. Applicant shall have eighteen (18) months to secure a building permit from the Development Department.

(2) Null and Void. All previous approvals shall be null and void if the applicant is unable to secure a building permit within the above timeframes. For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for site plan review purposes.

e. Time Extension

(1) General. An applicant may request to extend the approval of a site plan for an additional time period, not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. For the purposes of the subsection, a "site plan" shall be construed to mean a minor site plan. There is no limit to the number of extensions that may be requested.

(2) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(3) Review Criteria. The site plan time extension shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the following information shall be used to justify an application for site plan time extension:

A. Are there any recently adopted amendments to the Comprehensive Plan, redevelopment plans, or Land Development Regulations that would cause the approved site plan in its current configuration to become noncompliant?

B. In determining good faith, some factors to be considered are the following: 1) the extent to which a land development permit (if applicable) has been applied for by the applicant and/or approved by the Engineering Division; 2) when construction approved by such land development permit has occurred (construction which is commenced immediately preceding expiration generally indicating a lack of good faith); 3) the extent to which there has been a bona fide continuous effort to develop but because of circumstances beyond the control of the applicant, it was not possible to meet the time limitation; and 4) the applicant has applied for or secured any building permits, or other types of permits from external agencies, including anticipated dates for the issuance of the aforementioned permits?

C. Has the applicant paid any impact fees, including utilities or art in public places?

D. Does the site plan comply with the concurrency requirements and of Palm Beach County and the city's Land Development Regulations?

E. Other pertinent information can the applicant provide that would justify the request for site plan time extension?

(4) Approval Process. An application for site plan time extension requires review by the Planning & Zoning Administrator.

(5) Expiration. Upon approval of site plan time extension the applicant shall have the time approved by the Planning & Zoning Administrator to secure a building permit from the Development Department. All previous approvals shall become null and void if the applicant is unable to secure a building permit within the above timeframe.

(6) Extension. The applicant may file a subsequent request for site plan time extension beyond that of the original extension; however, each subsequent request for site plan time extension shall be valid for a time period not to exceed one (1) year. Each subsequent request for site plan time extension shall be filed prior to the expiration date of the preceding site plan time extension period.

(7) Miscellaneous. The original conditions of approval of the site plan are still applicable and must be addressed, unless otherwise approved by the Planning & Zoning Administrator. In granting such extensions staff may require modifications to or impose additional conditions of approval to the site plan.

47. Modification to Site Plan.

a. General. An applicant may request to modify an approved site plan. Changes to site plans are either "minor" or "major" based on criteria within this section. The applicant shall schedule a pre-application conference with staff and bring the proposed site plan and any other affected plan or exhibit to the meeting to facilitate a preliminary review of the Site Plan. Site Plan Modifications shall beStaff shall consider the following factors in determining whether the proposed site plan modification is considered "major" if any of the following apply:

(1) The modification increases the buildable square footage of the development by more than 15,000 square feet or twenty five percent (205%), whichever is greater; the threshold increases to twenty-fiveten percent (2510%) if the project is certified by a third-party green certification process. considered a sustainable development and meets the intent of the city's green building initiatives.

(2) The modification reduces the provided number of parking spaces below the required number of parking spaces.

(23) The modification causes the development to be below the development standard for the zoning district in which it is located or any other applicable standard in the Land Development Regulations.

(34) The modification has an adverse effect on adjacent or nearby property or reduces required physical buffers, such as fences, trees, or hedges.

(45) The modification adversely affects the elevation design of the structure or reduces the overall design of the structure below the standards stated in the community design plan.

(56) The modified development does not meets the concurrency requirements of the Boynton Beach Comprehensive Plan.

(67) The modification alters the project so that the modified site plan does not reasonably resemble the approved site plan.

(78) The modification affects or does not comply with a condition of approval of the development order.

(89) The modification is proposed to a city-owned or operated facility and causes a significant de minimus impact to abutting and adjacent properties. and/or public lands.

b. Major Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed major site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. An application for major site plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. Upon approval of a major site plan modification by the City Commission, the applicant shall have eighteen (18) months to secure a building permit from the Development Department. All previous approvals shall be null and void if applicant is unable to secure a building permit within the above timeframe.

For the purposes of this section, minor permits issued by the Departments of Development or Public Works (e.g. clearing and grubbing; walls and fences; docks, land development; utilities; etc.) shall not constitute the type of permit necessary to extend the life of a development order for a major site plan modification.

(5) Extension. An applicant may request to extend the approval of a major site plan modification for a time period not to exceed eighteen (18) months, provided that such request for extension is filed prior to the date of the expiration of the original eighteen (18)-month period. The request shall be processed in accordance with Section 2.F.6. above.

(6) Miscellaneous. At the time the City Commission approves a request for a major site plan modification, any previously approved site plan, including any conditions for approval, shall be null and void. All future development shall be consistent with the master site plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

c. Minor Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the affected plans and exhibits (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor site plan modification.

(2) Review Criteria. The proposed minor site plan modification shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor site plan modification, all future development shall be consistent with the site plan, as modified, including all previously approved conditions of approval associated with the site plan.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Approve MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS:

PROPOSED ORDINANCE NO. 19-030 - SECOND READING - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions;

PROPOSED ORDINANCE NO. 19-031 - SECOND READING - (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services;

PROPOSED ORDINANCE NO. 19-032 - SECOND READING - (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations; and

PROPOSED ORDINANCE NO. 19-033 - SECOND READING - (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging category. Applicant: City-initiated.

EXPLANATION OF REQUEST:
The Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards. Implementation began with amendments to the City's Comprehensive Plan in 2017, followed by staffs comprehensive evaluation of the Land Development Regulations (LDRs) and phasing-in comprehensive modifications.

The proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019, and would affect Chapters 1, 2, 3 and 4. The most pertinent proposed amendments include:

- Revisions to the Martin Luther King Jr. Boulevard Overlay to amend the definition, add a list of prohibited uses, require commercial uses on the ground floor on the street frontage, and change the off-street parking requirements;
- Revisions to the Use Matrix (Table 3-28), *Residential and Lodging* section, concentrating on the urban mixed-use zoning districts to bring the matrix into consistency with the changes in city's vision embedded in the redevelopment plan; and
- Modifications to the rezoning, and master and site plan regulations for planned zoning districts, o create a more streamlined and flexible development process.

In addition, proposed amendments include modifications to the recently approved definitions of "Active/Commercial Uses on Ground Floor" and to definitions pertaining to the different categories of lodging.

The Planning & Development Board, at their August 27, 2019 meeting, recommended approval of the proposed amendments.

Note that there are two changes to the proposed amendments as presented at the first City Commission Public Hearing on September 17, 2019.

The first change pertains to the Martin Luther King Jr. Boulevard Overlay. It would limit the requirement of commercial uses on the Boulevard's street frontage to the eastern and western nodes as shown on the CRA Plan's map (see added Exhibit B). This change to the Overlay would make its requirements more consistent with, and supportive of, anticipated redevelopment projects along the Boulevard.

The second change pertains to the use regulations and provides clarification of the way residential-only projects within MU-1, MU-2 and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District would meet the requirement of Active Uses on Ground Floor. The current explanation reads that the requirement will be met by "using recommended design feature" while the change adds description of such design features—they would have to include "walkways connecting to the public sidewalk, front door design, and covered entries to individual units."

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No impact on either programs or services

FISCAL IMPACT: No direct fiscal impact

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance Amending LDR Chapter 1, Article II
Ordinance	Ordinance amending LDR Chapter 2 Article II
Ordinance	Ordinance amending LDR Chapter 3 ,Article III and IV (1st Reading Version)
Ordinance	Ordinance amending LDR Chapter 3, Article III and IV (Revised for 2nd Reading)
Ordinance	Ordinance amending Chapter 4, Article V Minimum Off-Street Parking
Staff Report	CDRV 19-006 Staff Report
Exhibit	EXHIBIT A. LDR Amendments
Exhibit	EXHIBIT B. CRA PLAN - MLK NODES

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 1 "GENERAL ADMINISTRATION", ARTICLE II. "DEFINITIONS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; 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 true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 1, "General Administration", Article II "Definitions" is hereby amended as follows:

CHAPTER 1. GENERAL ADMINISTRATION
ARTICLE II. DEFINITIONS

...

COMMERCIAL USES ON GROUND FLOOR - ~~Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial u~~Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. ~~live-work units. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be inclu~~ded in addition to the above uses~~,~~.

ACTIVE USES ON GROUND FLOOR- Resident-only serving amenities such as lounges, gyms, common rooms and recreational spaces. ~~Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features – including street-fronting access – to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor~~

…

HOTEL - A building or portion thereof offering temporary lodging of transient guests, with access to the guest rooms through the inside lobby, and accessory uses that may include conference facilities, restaurants, bars, and recreation, fitness amenities and retail.

~~A building or portion thereof containing fifty (50) or more guest rooms, efficiency units or suites designed for the temporary lodging of transient guests rented on a daily basis and occupied for less than thirty (30) days. Ancillary facilities may include conference facilities, restaurants, bars, recreation facilities, ballrooms, banquet rooms and meeting rooms. Access to the guest quarters shall be through an inside lobby and corridors or from an exterior court which is within a secured area.~~

~~**HOTEL, APARTMENT** - Any hotel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as hotel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Hotel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

HOTEL, CONDOMINIUM ~~– See "Hotel, Extended Stay."~~ ("Condo Hotel") – A building with individually owned condominium units intended to be made a part of the hotel inventory to be rented to the public and operated by the hotel management.

~~**HOTEL, EXTENDED STAY** - Any all-suite hotel that provides visitors with a full kitchen and more than five percent (5%) of its rooms are occupied for at least thirty (30) days and no more than one hundred and eighty (180) days.~~

~~**HOTEL, TIMESHARE** - The term shall include, but shall not be limited to, any building or part thereof in which the right of use or occupancy of any unit circulates among various occupants for specific periods of time less than a full year during any given year but not necessarily for consecutive years in accordance with a fixed time schedule on a periodically recurring basis extending for more than one (1) year. The determination that a building, or part thereof, is a time-sharing hotel shall be made without regard to the form of ownership of the property or of the units therein and shall be immaterial whether the right of use or occupancy is derived from a leasehold or fee interest.~~

~~**HOTELS, BOUTIQUE** – A small luxury hotel containing ten (10) to fifty (50) guest rooms. Meal service is usually breakfast only, but in some instances high-quality dinner and/or lunch service and room service may also be provided.~~

…

MOTEL - A building or group of buildings providing lodging accommodations for transient guests, with guest rooms accessed individually from parking areas or external walkways. ~~A building or group of buildings designed to provide sleeping accommodations for transient or overnight guests. Each building shall contain a minimum of ten (10) residential units or rooms, which generally have direct access to a parking lot, street, drive, court, patio, etc.~~

~~**MOTEL APARTMENT** - Any motel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as motel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Motel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

Section 3. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not

affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 "LAND DEVELOPMENT PROCESS", ARTICLE II. "PLANNING AND ZONING DIVISION SERVICES"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; 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 true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, "Land Development Process", Article II "Planning and Zoning Division Services" is hereby amended as follows:

CHAPTER 2. LAND DEVELOPMENT PROCESS

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 2. Standard Applications

…

B. *Comprehensive Plan Amendments.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for amending the city's Comprehensive Plan in accordance with F.S. Chapter 163.

b. Authority. The City Commission has the authority to amend the Comprehensive Plan upon compliance with the provisions of F.S. Chapter 163 and of this subsection. The

City Commission has designated itself as the Local Planning Agency (LPA) for the city.

c. Types of Amendments. Amendments to the Comprehensive Plan include text amendments and site-specific amendments to the future land use map (FLUM).

2. Text Amendment. A text amendment to the Comprehensive Plan shall only be initiated by the city.

3. Future Land Use Map (FLUM) Amendment.

a. General.

(1) The purpose of this subsection is to provide a means for changing the boundaries and/or classifications of the FLUM through site-specific amendments to the Comprehensive Plan.

(2) A request for FLUM amendment for parcels of 10 (ten) acres or fewer shall be considered ~~either large scale or~~ small scale, based on F.S. Chapter 163.

~~(3) Applications for large scale FLUM amendments shall not be submitted more than two (2) times during any calendar year, except for those applications exempted by F.S. Chapter 163.~~

(~~4~~3) All privately initiated FLUM amendments shall be accompanied by an application to rezone to a zoning district consistent with the requested FLUM classification. See Section 2.D. below for the process by which lands are rezoned to a different zoning district.

….

D. *Rezoning, Including Master Plan.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for changing the zoning district boundaries or designations through site-specific amendments to the official zoning map. It is not intended to relieve particular hardships or to confer special privileges or rights to any person, but only to make necessary adjustments in response to or based upon changed conditions.

b. Authority. The City Commission has the authority to amend the official zoning map upon compliance with the provisions of this subsection.

c. Initiation. Amendments to the official zoning map may be proposed by the owner (or agent) of the affected land or city-initiated.

d. Consistency with Future Land Use Map (FLUM) of Comprehensive Plan. No application to rezone lands may be submitted that would result in an inconsistency with the FLUM classification. See Section 2.B.3. above for the process by which to amend the FLUM classification.

e. Rezoning to Planned Zoning Districts. A master plan~~, along with the concurrent filing and review of a site plan application,~~ shall be required when a privately-initiated application is made to rezone lands to a planned zoning district. A site plan may be submitted concurrently or at a later date. ~~The master plan shall be an integral component of the rezoning application; however, c~~City-initiated rezoning can proceed in advance of the master plan/site plan submittal. The master plan shall be reviewed in accordance with Section 2.D.6. below. See Section 2.F. below for additional regulations pertaining to the site plan application.

….

6. Master Plan.

a. General. The purpose of this subsection is to set forth well-defined application processes, review criteria, and uniform procedures for the rezoning of lands to planned districts (as defined by Chapter 1, Article II).

b. Submittal Requirements. Except as provided in Section 2.D.6.e below, ~~T~~the applicant is required to complete the rezoning application (see Section 1.D. above), ~~including that which pertains to master plan review, in addition to the site plan application~~, and provide all documentation required by the respective application checklist. ~~When a project is to be completed in two (2) or more phases, more than one (1) phase may be included in a single site plan, or individual site plans may be submitted for each phase and filed concurrently with the submittal of the master plan. The Director of Planning and Zoning may waive the requirement that all site plans be submitted simultaneously, provided that the site plan for the first phase is representative of the subsequent phase(s) and adequate to show compliance with all applicable development standards and regulations.~~

c. Review Criteria. The master plan shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the site plan shall be consistent with the master plan. See Section 2.F.3. below for the review criteria of a site plan.

d. Approval Process. A privately-initiated request to rezone ~~(~~and its accompanying master plan~~)~~ ~~shall be reviewed concurrently with the processing of the site plan application. Both applications~~ require review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

e. Expiration. A master plan ~~, which is an integral component of a rezoning application to a planned zoning district pursuant to except as provided in Section 2.D.1.e. above,~~ shall remain valid unless the corresponding site plan expires, ~~.~~ or if the site plan is not adopted within 18 months of the date of the master plan approval. In these instances, the official zoning map retains the planned zoning district designation, but the property does not possess a valid development order or development permit, and no permits may be granted by the city on the subject property. The submittal and approval of ~~a new rezoning application, which includes~~ a new or modified master plan, and ~~concurrent~~ a site plan application~~, except~~ as provided in Section 2.D.1.e. above, shall be required in order to commence development, redevelopment, or other site improvements.

f. Modification to Master Plan. Changes to master plans are either "minor" or "major" based on criteria within this section. A pre-application conference with staff is a prerequisite to filing an application for modification. The site plan must be consistent with the master plan; therefore, any request to modify a master plan may require the submittal of a concurrent request for site plan modification in accordance with Section 2.F.7. below. Staff shall consider the following factors in determining whether the proposed master plan modification is considered "major":

(1) The modification increases or decreases the buildable square footage (intensity) or number of dwelling units (density) by more than five percent (5%);

(2) The modification ~~either adds or~~ eliminates a point of ingress and egress;

(3) The modification ~~eliminates,~~ reduces~~, or changes the location of~~ the cumulative area of each the required or provided open spaces, green spaces, and pedestrian plazas ~~such that it diminishes their value, performance, efficiency, effectiveness, practicality,~~ by more than five percent (5%), changes the location of such spaces, or does not otherwise meet the intent of these Regulations;

~~(4) The modification causes the development to be below the development standard for the zoning district in which it is located or any other applicable standard in the Land Development Regulations;~~

(45) The modification alters the project so that the modified master plan does not resemble the approved master plan;

(56) The modification affects or does not comply with a condition of approval of the preceding development order; and

(67) The modification is proposed to a city-owned or operated facility and does not adversely impact adjacent properties and/or public lands.

g. Major Master Plan Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed master plan shall comply with the requirements of the respective zoning district of Chapter 3, Article III, and the site development standards described in Chapter 4.

(3) Approval Process. An application for major master plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. A master plan shall remain valid unless the corresponding site plan expires, or if the site plan is not adopted within 18 months of the date of the master plan approval. ~~There is no expiration of a major master plan modification.~~

(5) Miscellaneous. At the time the City Commission approves a request for a major master plan modification, any previously approved master plan, including any conditions of approval, shall be null and void. All future development shall be consistent with the master plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

h. Minor Master Plan Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the master plan (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor master plan modification.

(2) Review Criteria. The proposed master plan shall comply with the following: 1) all applicable conditions of approval of the preceding master plan; 2) requirements of the respective zoning district of Chapter 3, Article III; and 3) the site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor master plan modification, all future development shall be consistent with the master plan, as modified, including all previously approved conditions of approval associated with the master plan.

….

F. *Site Plan, Including Time Extension and Modifications.*

….

8. Miscellaneous.

a. Site plan review shall be required in conjunction with a master plan when rezoning lands to a planned zoning district~~, except~~ as provided in Section 2.D.1.e. See Section 2.D.6. above for additional regulations pertaining to the rezoning process. In such instances, the site plan shall be consistent with the master plan.

….

Section 3. Each and every other provision of the Land Development Regulations

not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 3 "ZONING", ARTICLE III. "ZONING DISTRICTS", ARTICLE IV, "USE REGULATIONS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; 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 true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article III "Zoning Districts" is hereby amended as follows:

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAYS

Sec. 1. Overview.

…

C. *Non-Residential Building and Site Regulations (Table 3-2).*

NON-RESIDENTIAL	C-1	C-2	C-3	C-4	CBD	PCD	M-1	PID	REC	PU

Density (dwelling units per acre):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Flexible[12]	N/A	N/A
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	3[11]	N/A	25[11]	N/A	N/A
Lot Area ~~per unit~~, Minimum (square feet):	9,000	5,000	15,000	5,000	15,000	Flexible	10,000	Flexible	43,560	8,000
Lot Frontage, Minimum:	75	50	75	50	75	Flexible	0	Flexible	100	75
Lot Depth, Minimum:	120	100	N/A	100	100	N/A	N/A	N/A	N/A	N/A
Lot Coverage, Maximum:	40%	40%	40%	40%	75%	40%[10]	60%	60%	N/A	N/A
Floor-Area-Ratio (FAR), Maximum:	0.40	0.50	0.50	0.50	N/A	0.50	0.50	0.50	0.50	1.00
Structure Height, Maximum (feet):	30[9]	25	45	45	45	45	45	45	45	45
Building Setbacks, Minimum (feet)[14]:										
Front	30	30	20	25	0	40	15	30	25	25[13]
Rear	20	20	20[2]	20[5]	20[6]	40	20[3]	30	25	25[13]
Interior side	10	15	0[1]	15[5]	0	30	15[4]	20	25	15[13]
Corner side	10	20	20	15[5]	8[7]	30	15	30	25	15[13]
Building Setbacks, Minimum if abutting a residential district (feet)[14]:										
Rear	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Interior side	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Corner side	30	30	30	30	N/A	N/A	N/A	N/A	N/A	N/A
Waterfront yard	N/A	N/A	N/A	N/A	8[8]	N/A	N/A	N/A	N/A	N/A

…

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN [13, 14]	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A

All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	45	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Height bonus may be granted through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min<u>imum</u>~~.~~ width and design of the PZ. ~~Except for the Downtown District, where t~~<u>T</u>he minimum PZ ~~width is 18', the minimum PZ in all other districts if 16 ft.~~ <u>is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb,</u>

or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements. - See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Locally registered historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (~~11~~15), MU-2 ~~-~~ – twenty-five (~~20~~25), MU-3 ~~-~~ – thirty-five (~~30~~35), MU-4 - forty~~thirty~~ five (~~35~~45) and MU-C - sixty~~forty~~ (~~40~~60) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~ Maximum FAR for MU-3 may be increased to 3.5 if abutting property with the Mixed Use High future land use classification.

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

…

Sec. 2. Residential Districts.

…

H. *IPUD Infill Planned Unit Development District.*

…

3. Building and Site Regulations (Table 3-12). The following building/site regulations apply to the entire IPUD development.

BUILDING/SITE REGULATIONS IPUD District

Minimum project area:	None
Maximum project area:	Less than 5 acres
Minimum lot frontage [4]:	Flexible[1]
Minimum perimeter yard setbacks:	
Front:	Flexible[2]
Rear:	Flexible[2]
Interior side:	Flexible[2]
Corner side:	Flexible[2]
Maximum lot coverage:	50%
Minimum usable open space (per dwelling unit):	200 square feet
Maximum structure height:	45 feet[3]

[1] Individual lots within an IPUD development contain flexible standards relative to minimum required lot frontage and lot area for each unit. Pursuant to Chapter 3, Article IV, Section 3.D., a marina use shall require a minimum lot frontage of one hundred fifty (150) feet and a minimum average width of two hundred (200) feet.

[2] The minimum required perimeter building setbacks of an IPUD are flexible except where adjacent to single-family residential zoning. Where adjacent to single-family residential zoning, the required perimeter building setbacks of the IPUD shall resemble the setbacks of the adjacent development based upon the orientation of structures with said development. Also, perimeter buildings shall have an increased setback of one (1) additional foot for every foot of building height in excess of thirty (30) feet. If vegetation, screening, or other barriers and/or creative design on the perimeter of an IPUD achieve compatibility with adjacent uses, the city may grant some relief from the aforementioned requirement. A structure shall be considered to be on the perimeter if there is no intervening building between it and the property line. Project design along abutting roadway(s), including setbacks, shall be based on existing development patterns or applicable recommendation from the respective development plan.

[3] A lesser building height may be required for compatibility with adjacent development. See Note #2 above for additional setback requirements relative to building height.

[4] ~~Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.~~

…

Sec. 5. Mixed-Use (Urban) Districts.

A. *General.*

…

3. Location and General Use Requirements.

a. General. The mixed use (urban) districts are intended for projects that promote sustainable design with respect to land use, energy conservation, resource management, and social equity. Rezoning to any of these districts is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and

alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The mixed use (urban) zoning districts shall be applied to selected geographic areas east of I-95, where a mixture of uses and building intensities is intended to implement the CRA Community Redevelopment Plan and urban design guidelines including goals involving compact design, transit-oriented development, employment, population, transportation, housing, public facilities, and environmental quality. Permitted uses and associated standards for development vary between the zoning districts each reflecting the importance of the district's location and relationship to the downtown. Maximum heights, densities, and intensities of development are regulated to achieve, in part, the intended vision as established within the CRA Community Redevelopment Plan for each of the six planning districts, while ensuring land use compatibility. A master plan as a whole, comprised of individual buildings and parcels, would be reviewed for compliance with the requirements below pertaining to a residential component to the project, Active, and Ccommercial uses on the first floor of a project.

b. Mixed Use 1 (MU-1), Mixed Use 2 (MU-2), and Mixed Use 3 (MU-3).

(1) In order to complement the revitalization efforts in the downtown area, these zoning districts shall be applied to lands consistent with the Comprehensive Plan Future Land Use Map and CRA Community Redevelopment Plan. See the Community Redevelopment Plan for specific recommendations on locations and boundaries.

(2) These MU districts are appropriate for low- to mid-rise developments that provide for medium density residential and low to medium intensity commercial and office uses.

(3) The review of these applications will emphasize compactness, aesthetics and design quality, and physical compatibility with adjacent land uses.

(4) Except where limited by Table 3-22 in Chapter 3, Article III, Section 5.C., all new developments within the MU-1 and MU-2 districts that contain a non-residential use shall front on streets designated as "arterial", or "collector", roadways on the Functional Classification of Roadways Map. All projects within the MU-3 district proposed within the transit core must contain a residential component, and all projects proposed within these Mixed Use intensity districts that front on an arterial road must have space on the first floor devoted to Ccommercial or an Aactive uses.

(5) Maximum height may be further limited in certain geographic areas to further applicable redevelopment plans and maintain compatibility with an abutting single-family district.

c. Mixed Use-4 (MU-4).

(1) The Mixed Use 4 (MU-4) district shall only be applied to land classified as mixed use-high (MXH) on the future land use map as recommended by the Community Redevelopment Plan.

(2) The MU-4 district is appropriate for high density/intensity development intended for designated nodes. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector Ocean Avenue or an arterial road.

(3) All new developments within this district shall front on streets designated as

"arterial" roadways on the Functional Classification of Roadways Map.

d. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development shall be consistent with the CRA Redevelopment Plan for the applicable district;;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

e. Mixed Use Core (MU-C).

(1) The Mixed Use C (MU-C) district shall only be applied to lands classified as mixed use-high (MX-H) on the future land use map.

(2) The MU-C district is appropriate for high density/intensity development intended for the downtown area. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as "arterial" roadways on the Functional Classification of Roadways Map.

f. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development based on the standards indicated in Table 3-22;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

MIXED USE, URBAN[13,14] **(Overlay regulations may apply. See Section 8 below.)**	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park:	N/A	N/A	N/A	N/A	N/A
All other uses:	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	55	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	2.5	3.0	3.0	4.0	4.0

Build-to-line (ft.)[8]:					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setbacks, Minimum (ft.)[8]:					
Rear abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25	25	25	25	25
Side abutting					
Residential single-family:	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

B. *Use(s) Allowed.* See "Use Matrix, Table 3-28" in Chapter 3, Article IV, Section 3.D.

C. *Building and Site Regulations.*

1. Building and Site Regulation (Table 3-22).

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Reserved.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Maximum heights may be increased in the DTODD through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone" (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum width and design of the PZ. The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) ~~to ten (10)~~ foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Listed eligible historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (15~~11~~), MU-2 ~~–~~ twenty-five (25~~20~~), MU-3 ~~–~~ thirty-five (35~~30~~), MU-4 ~~–~~ forty-five ~~thirty-five~~ (45~~35~~) and MU-C - sixty~~forty~~ (60~~40~~) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.…

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

..

Sec. 8. Overlay Zones

A. *Martin Luther King Jr. Boulevard Overlay*

1. Intent. This overlay identifies a segment of the Martin Luther King Jr. Boulevard as an opportunity for redevelopment and revitalization. The ultimate design and site standards of this section are intended to create a traditional street corridor with pedestrian improvements, storefronts along the sidewalk, and a mixture of uses. The corridor is to contain an ambience supported by pleasant signage and building appearance, potted landscaping, store windows and public open spaces. This overlay is also appropriate for development of small properties to allow for consistency with the vision represented by the respective mixed use zoning district, and/or as an interim redevelopment mechanism until greater redevelopment occurs using the respective mixed use zoning district. All development within the Martin Luther King Jr. Boulevard corridor shall occur according to the provisions of the adopted plan as stated below.

2. Defined. The Martin Luther King Jr. Boulevard Overlay (MLKBO) is hereby established as the area defined by the parcels fronting on that portion of the Boulevard located east of Seacrest Boulevard and west of the railroad right-of-way, along with those parcels adjacent to the north and south of these parcels that front on the Boulevard if assembled and developed~~ment~~ as a unified project. Also included in the Overlay are the parcels with commercial underlying zoning located between NE 9th Avenue and NE 11th Avenue. ~~.~~

3. Use(s). Commercial Uses on the Ground Floor shall be required on the street frontage of MLK Jr. Boulevard. ~~Allowed. (See "Use Matrix" - Chapter 3, Article IV, Section 3.D.).~~

a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

Dwelling, Single- family (detached)
Dwelling, Two-family (duplex)
Automobile Rental
Automotive, Major Repair
Automotive, Minor Repair
Auto/Car Wash, Self- serve Bay
Auto Dealer, New
Auto Dealer, Used
Auto/Car Wash (Polishing, Waxing, Detailing)
Automotive Window Tinting/Stereo Installation/Alarms
Drive-thru facilities
Gasoline Station
Group homes Type I, II, III, and IV
Adult entertainment

b. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

c. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on Ground Floor.

d. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

4. Building and Site Regulations. Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

a. Parcels that have frontage along Martin Luther King Jr. Boulevard, Seacrest Boulevard, or NE 3rd Street shall provide for the required "Pedestrian Zone" (PZ). The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk, free from obstructions, measured from the centerline of street trees, and 3) an five (5) ~~eight (8)~~ foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

b. Notwithstanding the required build-to line and pedestrian zone requirements, portions of buildings and structures may be constructed in excess of the distance specified above, but not to exceed 15 feet when necessary to 1) optimize landscape design; 2) maximize on-site drainage solutions; 3) accommodate architectural features and building enhancements; and/or 4) to otherwise enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas in order to further the purpose and intent of the Overlay. Major deviations from the build-to line requirement above (in excess of 15 feet) may be allowed, but only with sufficient justification and contingent upon the approval of a Community Design Appeal application (see Chapter 2, Article II, Section 4.B).

c. Minimum interior side, ~~and~~ corner side, and rear setbacks ~~and rear setbacks~~ shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above).

d. Maximum building height shall be shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above)~~fifty-five (55) feet~~. Buildings fronting Martin Luther King Jr. Boulevard shall be a maximum of thirty-five (35) feet consistent for a depth of ten (10) feet.

e. Minimum building height shall be thirty (30) feet.

5. Parking. As required by Chapter 4, Article V, Section 3.D.

6. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5.

…

C. *Cultural District Overlay*

...

4. Uses. ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Ocean Avenue.

…

D. Boynton Beach Boulevard Overlay (BBBO)

...

4. Uses: ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Boynton Beach Boulevard.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article IV "Use Regulations" is hereby amended as follows:

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. *Use Matrix (Table 3-28).*

P = Permitted C = Conditional A = Accessory	Residential										Commercial						Mixed-Use						Industrial		Misc	
	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD%	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-HC	M-1	PID	PU	REC
RESIDENTIAL & LODGING																										
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P ~~20~~ 36	P ~~20~~ 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single-family (detached)	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~					P ~~34~~								~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Two-family (duplex)					P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~38~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~38~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~		C ~~34~~			~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Multi-family (including Townhomes)						P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~39~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~39~~	P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P 34 6	P ~~6~~ ~~34~~	P ~~6~~ ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling Units in Mixed Use Buildings						~~P~~ ~~18~~ ~~19~~ ~~34~~						~~P~~ ~~18~~ ~~19~~ ~~34~~			P ~~34~~		P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P ~~34~~ 6	P 6 ~~34~~	P 6 ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					
Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C 41	C 41	P 41	P 41		P 41		

Home Occupations	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34								P 34	P 34	P 34	P 34	P 34					
Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P 34																
~~Townhouse~~						~~P 19 34~~	~~P~~	~~P 34~~	~~P 34~~			~~P 18 19 34~~	~~P 34~~		~~C 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~		~~P 27 34~~	~~A 20 34~~	~~A 20 34~~

…

6. General Note. This use is subject to requirements of Commercial/ Active uses on Ground Floor.~~For those projects with frontage on an arterial road, this use is allowed as a permitted use if the ground floor fronting the arterial is devoted to office or retail use; otherwise, conditional use approval shall be required~~.

a. Mixed-use projects within urban mixed-use zoning districts will meet the requirement for the Commercial Uses on Ground Floor by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and office.

b. Residential-only projects within MU-1, MU-2 and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District (as defined by the CRA Community Redevelopment Plan) will meet the requirement for the Active Uses on Ground Floor by using recommended design features.

…

20. Reserved. ~~General Note. This use is allowed as an accessory use to any lawful Arts Campus located within the Ocean Avenue Overlay Zone.~~

…

38. Reserved. ~~Dwelling, Two Family (Duplex).~~

~~a. C-3 district and PCD district. A two family dwelling (duplex) shall comply with the R-2 district regulations. See Chapter 3, Article III, Section 2.E.~~

39. Reserved. ~~Dwelling, Multi-Family.~~

~~a. C-3 district and PCD district. A multi family dwelling shall comply with the R-3 district regulations. See Chapter 3, Article III, Section 2.F.~~

…

41. Hotel & Motel (includes ~~Boutique,~~ Extended-stay~~, Apartment, Timeshare Apartment~~).

~~a. C-3 District. Timeshare hotel shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~b. C-4 District. Boutique hotels and timeshare hotels are not listed as permitted uses.~~

c. ~~CBD District. Apartment hotels require conditional use approval.~~

~~d. PCD District. Timeshare apartments shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~e~~a. SMU District. Hotels require conditional use approval. ~~Apartment hotels, boutique hotels, and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

~~f~~b. MU-1 District, MU-2 District, and MU-3 District~~. and MU-4 District~~. Hotels require conditional use approval. ~~Timeshare hotels are not listed as permitted uses. Boutique hotels and m~~Motels are prohibited uses.

g. MU-4 District and MU-C District. ~~Boutique hotels require conditional use approval and must be integrated into a commercial or mixed use development and not exceed thirty percent (30%) of the gross floor area of the entire development. Apartment hotels and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

h. PID district. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Hotel (H) land use option.

Section 4. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 5. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 7. Authority is hereby given to codify this Ordinance.

Section 8. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 3 "ZONING", ARTICLE III. "ZONING DISTRICTS", ARTICLE IV, "USE REGULATIONS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; 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 true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article III "Zoning Districts" is hereby amended as follows:

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAYS

Sec. 1. Overview.

…

C. *Non-Residential Building and Site Regulations (Table 3-2).*

NON-RESIDENTIAL	C-1	C-2	C-3	C-4	CBD	PCD	M-1	PID	REC	PU

Density (dwelling units per acre):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Flexible[12]	N/A	N/A
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	3[11]	N/A	25[11]	N/A	N/A
Lot Area ~~per unit~~, Minimum (square feet):	9,000	5,000	15,000	5,000	15,000	Flexible	10,000	Flexible	43,560	8,000
Lot Frontage, Minimum:	75	50	75	50	75	Flexible	0	Flexible	100	75
Lot Depth, Minimum:	120	100	N/A	100	100	N/A	N/A	N/A	N/A	N/A
Lot Coverage, Maximum:	40%	40%	40%	40%	75%	40%[10]	60%	60%	N/A	N/A
Floor-Area-Ratio (FAR), Maximum:	0.40	0.50	0.50	0.50	N/A	0.50	0.50	0.50	0.50	1.00
Structure Height, Maximum (feet):	30[9]	25	45	45	45	45	45	45	45	45
Building Setbacks, Minimum (feet)[14]:										
Front	30	30	20	25	0	40	15	30	25	25[13]
Rear	20	20	20[2]	20[5]	20[6]	40	20[3]	30	25	25[13]
Interior side	10	15	0[1]	15[5]	0	30	15[4]	20	25	15[13]
Corner side	10	20	20	15[5]	8[7]	30	15	30	25	15[13]
Building Setbacks, Minimum if abutting a residential district (feet)[14]:										
Rear	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Interior side	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Corner side	30	30	30	30	N/A	N/A	N/A	N/A	N/A	N/A
Waterfront yard	N/A	N/A	N/A	N/A	8[8]	N/A	N/A	N/A	N/A	N/A

…

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN [13, 14]	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	45	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Height bonus may be granted through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum~~.~~ width and design of the PZ. ~~Except for the Downtown District, where t~~The minimum PZ ~~width is 18', the minimum PZ in all other districts if 16 ft.~~ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements. - See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Locally registered historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (~~11~~15), MU-2 ~~–~~ twenty-five (~~20~~25), MU-3 ~~–~~ thirty-five (~~30~~35), MU-4 - forty~~thirty~~-five (~~35~~45) and MU-C - sixty~~forty~~ (~~40~~60) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~ Maximum FAR for MU-3 may be increased to 3.5 if abutting property with the Mixed Use High future land use classification.

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

…

Sec. 2. Residential Districts.

…

H. *IPUD Infill Planned Unit Development District.*

…

3. Building and Site Regulations (Table 3-12). The following building/site regulations apply to the entire IPUD development.

BUILDING/SITE REGULATIONS IPUD District	
Minimum project area:	None
Maximum project area:	Less than 5 acres
Minimum lot frontage [4]:	Flexible[1]
Minimum perimeter yard setbacks:	
Front:	Flexible[2]
Rear:	Flexible[2]
Interior side:	Flexible[2]
Corner side:	Flexible[2]
Maximum lot coverage:	50%
Minimum usable open space (per dwelling unit):	200 square feet
Maximum structure height:	45 feet[3]

[1] Individual lots within an IPUD development contain flexible standards relative to minimum required lot frontage and lot area for each unit. Pursuant to Chapter 3, Article IV, Section 3.D., a marina use shall require a minimum lot frontage of one hundred fifty (150) feet and a minimum average width of two hundred (200) feet.

[2] The minimum required perimeter building setbacks of an IPUD are flexible except where adjacent to single-family residential zoning. Where adjacent to single-family residential zoning, the required perimeter building setbacks of the IPUD shall resemble the setbacks of the adjacent development based upon the orientation of structures with said development. Also, perimeter buildings shall have an increased setback of one (1) additional foot for every foot of building height in excess of thirty (30) feet. If vegetation, screening, or other barriers and/or creative design on the perimeter of an IPUD achieve compatibility with adjacent uses, the city may grant some relief from the aforementioned requirement. A structure shall be considered to be on the perimeter if there is no intervening building between it and the property line. Project design along abutting roadway(s), including setbacks, shall be based on existing development patterns or applicable recommendation from the respective development plan.

[3] A lesser building height may be required for compatibility with adjacent development. See Note #2 above for additional setback requirements relative to building height.

[4] ~~Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.~~

…

Sec. 5. Mixed-Use (Urban) Districts.

A. *General.*

…

3. Location and General Use Requirements.

a. General. The mixed use (urban) districts are intended for projects that promote sustainable design with respect to land use, energy conservation, resource management, and social equity. Rezoning to any of these districts is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The mixed use (urban) zoning districts shall be applied to selected geographic areas east of I-95, where a mixture of uses and building intensities is intended to implement the CRA Community Redevelopment Plan and urban design guidelines including goals involving compact design, transit-oriented development, employment, population, transportation, housing, public facilities, and environmental quality. Permitted uses and associated standards for development vary between the zoning districts each reflecting the importance of the district's location and relationship to the downtown. Maximum heights, densities, and intensities of development are regulated to achieve, in part, the intended vision as established within the CRA Community Redevelopment Plan for each of the six planning districts, while ensuring land use compatibility. A master plan as a whole, comprised of individual buildings and parcels, would be reviewed for compliance with the requirements below pertaining to a residential component to the project, Active, and C~~c~~ommercial uses on the first floor of a project.

b. Mixed Use 1 (MU-1), Mixed Use 2 (MU-2), and Mixed Use 3 (MU-3).

(1) In order to complement the revitalization efforts in the downtown area, these zoning districts shall be applied to lands consistent with the Comprehensive Plan Future Land Use Map and CRA Community Redevelopment Plan. See the Community Redevelopment Plan for specific recommendations on locations and boundaries.

(2) These MU districts are appropriate for low- to mid-rise developments that provide for medium density residential and low to medium intensity commercial and office uses.

(3) The review of these applications will emphasize compactness, aesthetics and design quality, and physical compatibility with adjacent land uses.

(4) Except where limited by Table 3-22 in Chapter 3, Article III, Section 5.C., all new developments within the MU-1 and MU-2 districts that contain a non-residential use shall front on streets designated as ~~"~~arterial~~"~~, or ~~"~~collector~~"~~, roadways on the Functional Classification of Roadways Map. All projects within the MU-3 district proposed within the transit core must contain a residential component, and all projects proposed within these Mixed Use intensity districts that front on an arterial road must have space on the first floor devoted to C~~c~~ommercial or ~~an~~ A~~a~~ctive uses.

(5) Maximum height may be further limited in certain geographic areas to further applicable redevelopment plans and maintain compatibility with an abutting single-family district.

c. Mixed Use-4 (MU-4).

(1) The Mixed Use 4 (MU-4) district shall only be applied to land classified as mixed use-high (MXH) on the future land use map as recommended by the Community Redevelopment Plan.

(2) The MU-4 district is appropriate for high density/intensity development intended for designated nodes. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as "arterial" roadways on the Functional Classification of Roadways Map.

d. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development shall be consistent with the CRA Redevelopment Plan for the applicable district;;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

e. Mixed Use Core (MU-C).

(1) The Mixed Use C (MU-C) district shall only be applied to lands classified as mixed use-high (MX-H) on the future land use map.

(2) The MU-C district is appropriate for high density/intensity development intended for the downtown area. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as "arterial" roadways on the Functional Classification of Roadways Map.

f. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development based on the standards indicated in Table 3-22;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

-MIXED USE, URBAN [13,14] (Overlay regulations may apply. See Section 8 below.)	MU-1	MU-2	MU-3	MU-4	MU-C
Lot Area, Minimum (acres):					
Public park:	N/A	N/A	N/A	N/A	N/A
All other uses:	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	55	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	2.5	3.0	3.0	4.0	4.0
Build-to-line (ft.)[8]:					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setbacks, Minimum (ft.)[8]:					
Rear abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25	25	25	25	25
Side abutting					
Residential single-family:	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

B. *Use(s) Allowed.* See "Use Matrix, Table 3-28" in Chapter 3, Article IV, Section 3.D.

C. *Building and Site Regulations.*

1. Building and Site Regulation (Table 3-22).

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Reserved.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Maximum heights may be increased in the DTODD through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone" (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum width and design of the PZ. The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) ~~to ten (10)~~ foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Listed eligible historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (15~~11~~), MU-2 ~~–~~ – twenty-five (25~~20~~), MU-3 ~~–~~ – thirty-five (35~~30~~), MU-4 ~~–~~ – forty-five ~~thirty-five~~ (45~~35~~) and MU-C - sixty~~forty~~ (60~~40~~) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.…

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

..

Sec. 8. Overlay Zones

A. *Martin Luther King Jr. Boulevard Overlay*

1. Intent. This overlay identifies a segment of the Martin Luther King Jr. Boulevard as an opportunity for redevelopment and revitalization. The ultimate design and site standards of this section are intended to create a traditional street corridor with pedestrian improvements, storefronts along the sidewalk, and a mixture of uses. The corridor is to contain an ambience supported by pleasant signage and building appearance, potted landscaping, store windows and public open spaces. This overlay is also appropriate for development of small properties to allow for consistency with the vision represented by the respective mixed use zoning district, and/or as an interim redevelopment mechanism until greater redevelopment occurs using the respective mixed use zoning district. All development within the Martin Luther King Jr. Boulevard corridor shall occur according to the provisions of the adopted plan as stated below.

2. Defined. The Martin Luther King Jr. Boulevard Overlay (MLKBO) is hereby established as the area defined by the parcels fronting on that portion of the Boulevard located east of Seacrest Boulevard and west of the railroad right-of-way, along with those parcels adjacent to the north and south of these parcels that front on the Boulevard if assembled and developed~~ment~~ as a unified project. Also included in the Overlay are the parcels with commercial underlying zoning located between NE 9th Avenue and NE 11th Avenue. ~~.~~

3. Use(s). Commercial Uses on the Ground Floor shall be required on the street frontage of MLK Jr. Boulevard for parcels within the eastern and western nodes, as depicted in the CRA Community Redevelopment Plan. Parcels within the nodes are permitted to develop commercial projects without a residential component. ~~Allowed. (See "Use Matrix" - Chapter 3, Article IV, Section 3.D.).~~

a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

Dwelling, Single- family (detached)
Dwelling, Two-family (duplex)
Automobile Rental
Automotive, Major Repair
Automotive, Minor Repair
Auto/Car Wash, Self- serve Bay
Auto Dealer, New
Auto Dealer, Used
Auto/Car Wash (Polishing, Waxing, Detailing)
Automotive Window Tinting/Stereo Installation/Alarms
Drive-thru facilities
Gasoline Station
Group homes Type I, II, III, and IV
Adult entertainment

b. Any other automobile-oriented uses not listed above are prohibited.

(1) An "automobile oriented use" shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

c. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on Ground Floor.

d. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

4. Building and Site Regulations. Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

a. Parcels that have frontage along Martin Luther King Jr. Boulevard, Seacrest Boulevard, or NE 3rd Street shall provide for the required "Pedestrian Zone" (PZ). The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk, free from obstructions, measured from the centerline of street trees, and 3) an five (5) ~~eight (8)~~ foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

b. Notwithstanding the required build-to line and pedestrian zone requirements, portions of buildings and structures may be constructed in excess of the distance specified above, but not to exceed 15 feet when necessary to 1) optimize landscape design; 2) maximize on-site drainage solutions; 3) accommodate architectural features and building enhancements; and/or 4) to otherwise enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas in order to further the purpose and intent of the Overlay. Major deviations from the build-to line requirement above (in excess of 15 feet) may be allowed, but only with sufficient justification and contingent upon the approval of a Community Design Appeal application (see Chapter 2, Article II, Section 4.B).

c. Minimum interior side, ~~and~~ corner side, and rear setbacks ~~and rear setbacks~~ shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above).

d. Maximum building height shall be shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above)~~fifty-five (55) feet~~. Buildings fronting Martin Luther King Jr. Boulevard shall be a maximum of thirty-five (35) feet consistent for a depth of ten (10) feet.

e. Minimum building height shall be thirty (30) feet.

5. Parking. As required by Chapter 4, Article V, Section 3.D.

6. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5.

…

C. *Cultural District Overlay*

...

4. Uses. ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Ocean Avenue.

…

D. Boynton Beach Boulevard Overlay (BBBO)

...

4. Uses: ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Boynton Beach Boulevard.

Section 3. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article IV "Use Regulations" is hereby amended as follows:

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. *Use Matrix (Table 3-28).*

P = Permitted C = Conditional A = Accessory	Residential										Commercial						Mixed-Use						Industrial		Misc	
	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD%	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-~~1~~1	MU-~~1~~2	MU-~~1~~3	MU-4	MU-~~H~~C	M-1	PID	PU	REC
RESIDENTIAL & LODGING																										
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P ~~20~~ 36	P ~~20~~ 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single-family (detached)	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~					P ~~34~~								~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Two-family (duplex)					P ~~34~~	P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~38~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~38~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~		C ~~34~~			~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling, Multi-family (including Townhomes)						P ~~19~~ ~~34~~	P	P ~~34~~	P ~~34~~			~~P~~ ~~18~~ ~~19~~ ~~34~~	~~P~~ ~~34~~ ~~39~~		~~C~~ ~~34~~	~~P~~ ~~34~~ ~~39~~	P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P 34 6	P ~~6~~ ~~34~~	P ~~6~~ ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Dwelling Units in Mixed Use Buildings						~~P~~ ~~18~~ ~~19~~ ~~34~~						~~P~~ ~~18~~ ~~19~~ ~~34~~			P ~~34~~		P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P ~~34~~ 6	P 6 ~~34~~	P 6 ~~34~~		P 27 ~~34~~	~~A~~ ~~20~~ ~~34~~	~~A~~ ~~20~~ ~~34~~
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					

Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C 41	C 41	P 41	P 41		P 41		
Home Occupations	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34								P 34	P 34	P 34	P 34	P 34					
Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P ~~34~~																
~~Townhouse~~						~~P 19 34~~	~~P~~	~~P 34~~	~~P 34~~			~~P 18 19 34~~	~~P 34~~		~~C 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~	~~P 34~~		~~P 27 34~~	~~A 20 34~~	~~A 20 34~~

374 …

375 6. General Note. This use is subject to requirements of Commercial/ Active uses on
376 Ground Floor.~~For those projects with frontage on an arterial road, this use is allowed~~
377 ~~as a permitted use if the ground floor fronting the arterial is devoted to office or retail~~
378 ~~use; otherwise, conditional use approval shall be required~~.
379 a. Mixed-use projects within urban mixed-use zoning districts will meet the
380 requirement for the Commercial Uses on Ground Floor by including commercial
381 uses serving the general public such as retail, restaurants, bars, entertainment,
382 personal services, and office.
383 b. Residential-only projects within MU-1, MU-2 and MU-3 zoning districts located
384 within the Federal Highway District and the Heart of Boynton District (as defined
385 by the CRA Community Redevelopment Plan) will meet the requirement for the
386 Active Uses on Ground Floor by using recommended design features such as,
387 walkways connecting to the public sidewalk, front door design, and covered
388 entries to individual units.
389 …

390 20. Reserved. ~~General Note. This use is allowed as an accessory use to any lawful Arts~~
391 ~~Campus located within the Ocean Avenue Overlay Zone.~~
392 …
393 38. Reserved. ~~Dwelling, Two Family (Duplex).~~
394
395 ~~a. C-3 district and PCD district. A two-family dwelling (duplex) shall comply~~
396 ~~with the R-2 district regulations. See Chapter 3, Article III, Section 2.E.~~
397
398 39. Reserved. ~~Dwelling, Multi-Family.~~
399
400 ~~a. C-3 district and PCD district. A multi-family dwelling shall comply with~~
401 ~~the R-3 district regulations. See Chapter 3, Article III, Section 2.F.~~
402 …

403 41. Hotel & Motel (includes ~~Boutique,~~ Extended-stay~~, Apartment, Timeshare~~
404 ~~Apartment~~).
405
406 ~~a. C-3 District. Timeshare hotel shall comply with R-3 district regulations.~~
407 ~~Boutique hotels are not listed as permitted uses.~~

~~b. C-4 District. Boutique hotels and timeshare hotels are not listed as permitted uses.~~

c. ~~CBD District. Apartment hotels require conditional use approval.~~

~~d. PCD District. Timeshare apartments shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~e~~a. SMU District. Hotels require conditional use approval. ~~Apartment hotels, boutique hotels, and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

~~f~~b. MU-1 District, MU-2 District, and MU-3 District~~. and MU-4 District~~. Hotels require conditional use approval. ~~Timeshare hotels are not listed as permitted uses. Boutique hotels and m~~Motels are prohibited uses.

g. MU-4 District and MU-C District. ~~Boutique hotels require conditional use approval and must be integrated into a commercial or mixed use development and not exceed thirty percent (30%) of the gross floor area of the entire development. Apartment hotels and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

h. PID district. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Hotel (H) land use option.

Section 4. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 5. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 7. Authority is hereby given to codify this Ordinance.

Section 8. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 4 "SITE DEVELOPMENT STANDARDS", ARTICLE V. "MINIMUM OFF-STREET PARKING REQUIREMENTS"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Boynton Beach CRA Community Redevelopment Plan, adopted on October 4th, 2016, recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards; and

WHEREAS, the proposed amendments constitute the third revision of the LDRs, following the amendments adopted on May 16, 2019; 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 true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 4, "Site Development Standards", Article V "Minimum Off-Street Parking Requirements" is hereby amended as follows:

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking.

…

D. *Martin Luther King Boulevard Overlay Zone.* Parking space requirements shall be calculated in accordance with Section 2 above. ~~and~~ Any required parking for non-residential uses shall be reduced by fifty percent (50%).

Section 3. Each and every other provision of the Land Development Regulations

not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 19-024

TO: Chair and Members
Planning & Development Board

FROM: Hanna Matras
Senior Planner

THROUGH: Ed Breese
Planning and Zoning Administrator

DATE: August 14, 2019

RE: Approve proposed code language implementing MLK Overlay and Use Matrix Revisions Part I (CDRV 19-006) - Amending the LAND DEVELOPMENT REGULATIONS: (1) Chapter 1. General Administration, Article II. Definitions; (2) Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services; (3) Chapter 3. Zoning, Article III. Zoning Districts and Overlays, and Article IV. Use Regulations and (4) Chapter 4. Site Development Standards, Article V. Minimum off-Street Parking Requirements, to implement modifications to MLK Overlay, modifications to rezoning-master plan application process, corrections pertaining to Mixed-Use zoning districts and revisions to Use Matrix, Residential and Lodging. Applicant: City-initiated.

EXPLANATION

The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016. The Plan recommended significant changes to the structure of the future land use (FLU) classifications, defined 6 (six) new CRA districts and introduced district-specific design standards. In 2017, the City Comprehensive Plan was amended accordingly, and staff embarked on a comprehensive modifications to the Land Development Regulations (LDRs). The extensive nature of these changes—they affect nearly all chapters of the LDRs—forced the revisions to be processed incrementally.

The proposed amendments constitute the third revision of the LDRs, following the extensive modifications adopted on May 16, 2019. The latter included changes to zoning definitions and related site regulations, addition of two new overlays (for Cultural and Boynton Beach Boulevard districts) and changes to the existing ones (Martin Luther King Jr. Boulevard and the Urban Commercial District), as well as corrections to remove outstanding inconsistencies.

The proposed amendments (see Exhibit A) are summarized below:

- **Chapter 1. General Administration, Article II. Definitions.** Proposed changes include modifications to the recently approved definition of *Active /Commercial Uses on Ground Floor* and to definitions pertaining to different categories of lodging. The latter modifications would eliminate certain categories and simplify the remaining definitions.

- **Chapter 2. Land Development Process, Article II. Planning and Zoning Division Services.** Proposed modifications to rezoning, master and site plan regulations for planned zoning districts are designed to create a more streamlined and flexible development process.

- **Chapter 3. Zoning**
  - **Article III. Zoning Districts and Overlays**. Proposed changes include:

    - Corrections to the recently adopted chapter's narrative and tables containing zoning district-specific building and site regulations to eliminate overlooked discrepancies in text and tables related to urban mixed-use zoning districts.

    - Additional modifications to the Martin Luther King Jr. Boulevard Overlay, supporting anticipated redevelopment plans, including:
      - revised locational definition;
      - addition of the requirement for the Commercial Uses on The Ground Floor on the boulevard's street frontage; and
      - addition of a list of prohibited uses, similar to the other overlay districts.

  - **Article IV. Use Regulations.** The proposed amendments constitute the first part of the planned review of the *Use Matrix* (Table 3-28), covering its *Residential and Lodging* section and related notes. Most of the revisions focus on urban mixed-use zoning districts, aiming to bring the matrix into consistency with the changes in city's vision embedded in the redevelopment plan.

- **Chapter 4. Site Development Standards, Article V. Minimum Off-Street Parking Requirements.** Proposed amendments would change the Martin Luther King Jr. Overlay's off-street parking requirements, allowing for a fifty percent (50%) reduction for non-residential uses only.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to continue implementing the CRA Community Redevelopment Plan and revising LDRs to support quality redevelopment and economic growth in the CRA and city-wide.

Attachments

S:\Planning\SHARED\WP\SPECPROJ\CODE REVIEW\CDRV 19-006 MLK Overlay and Use Matrix revisions Part I\CDRV 19-006 MLK Overlay and Use Matrix Revisions Part I Staff Report.docx

CHAPTER 1. GENERAL ADMINISTRATION

ARTICLE II. DEFINITIONS

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COMMERCIAL USES ON GROUND FLOOR - ~~Mixed use projects within urban mixed use zoning districts will meet ground floor ACTIVE/COMMERCIAL USE requirement by including commercial u~~Uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. ~~live-work units. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be inclu ded in addition to the above uses,.~~

ACTIVE USES ON GROUND FLOOR- Resident-only serving amenities such as lounges, gyms, common rooms and recreational spaces. ~~Residential-only projects within urban mixed use zoning districts will meet ACTIVE USE requirement by using design features – including street-fronting access – to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor~~

…

HOTEL - A building or portion thereof offering temporary lodging of transient guests, with access to the guest rooms through the inside lobby, and accessory uses that may include conference facilities, restaurants, bars, and recreation, fitness amenities and retail.

~~A building or portion thereof containing fifty (50) or more guest rooms, efficiency units or suites designed for the temporary lodging of transient guests rented on a daily basis and occupied for less than thirty (30) days. Ancillary facilities may include conference facilities, restaurants, bars, recreation facilities, ballrooms, banquet rooms and meeting rooms. Access to the guest quarters shall be through an inside lobby and corridors or from an exterior court which is within a secured area.~~

~~**HOTEL, APARTMENT** – Any hotel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as hotel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Hotel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

HOTEL, CONDOMINIUM ~~– See "Hotel, Extended Stay."~~ ("Condo Hotel") – A building with individually owned condominium units intended to be made a part of the hotel inventory to be rented to the public and operated by the hotel management.

~~**HOTEL, EXTENDED STAY** – Any all-suite hotel that provides visitors with a full kitchen and more than five percent (5%) of its rooms are occupied for at least thirty (30) days and no more than one hundred and eighty (180) days.~~

~~**HOTEL, TIMESHARE** – The term shall include, but shall not be limited to, any building or part thereof in which the right of use or occupancy of any unit circulates among various occupants for specific periods of time less than a full year during any given year but not necessarily for consecutive years in accordance with a fixed time schedule on a periodically recurring basis extending for more than one (1) year. The determination that a building, or part thereof, is a time sharing hotel shall be made without regard to the form of ownership of the property or of the units therein and shall be immaterial whether the right of use or occupancy is derived from a leasehold or fee interest.~~

~~**HOTELS, BOUTIQUE** – A small luxury hotel containing ten (10) to fifty (50) guest rooms. Meal service is usually breakfast only, but in some instances high-quality dinner and/or lunch service and room service may also be provided.~~

…

MOTEL - A building or group of buildings providing lodging accommodations for transient guests, with guest rooms accessed individually from parking areas or external walkways. ~~A building or group of buildings designed to provide sleeping accommodations for transient or overnight guests. Each building shall contain a minimum of ten (10) residential units or rooms, which generally have direct access to a parking lot, street, drive, court, patio, etc.~~

~~**MOTEL APARTMENT** - Any motel building containing a mixture of sleeping rooms and apartment suites for transient guests only, and which shall not serve as the primary or permanent residence of the occupants. Buildings designed as motel apartments shall have not more than one-third (1/3) of the total units devoted to apartment suites. Dining rooms and lounges shall be permitted as accessory uses. Motel apartment suites shall have a minimum gross floor area of five hundred (500) square feet.~~

CHAPTER 2. LAND DEVELOPMENT PROCESS

ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

Sec. 2. Standard Applications

…

B. *Comprehensive Plan Amendments.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for amending the city's Comprehensive Plan in accordance with F.S. Chapter 163.

b. Authority. The City Commission has the authority to amend the Comprehensive Plan upon compliance with the provisions of F.S. Chapter 163 and of this subsection. The City Commission has designated itself as the Local Planning Agency (LPA) for the city.

c. Types of Amendments. Amendments to the Comprehensive Plan include text amendments and site-specific amendments to the future land use map (FLUM).

2. Text Amendment. A text amendment to the Comprehensive Plan shall only be initiated by the city.

3. Future Land Use Map (FLUM) Amendment.

a. General.

(1) The purpose of this subsection is to provide a means for changing the boundaries and/or classifications of the FLUM through site-specific amendments to the Comprehensive Plan.

(2) A request for FLUM amendment for parcels of 10 (ten) acres or fewer shall be considered ~~either large scale or~~ small scale, based on F.S. Chapter 163.

~~(3) Applications for large scale FLUM amendments shall not be submitted more than two (2) times during any calendar year, except for those applications exempted by F.S. Chapter 163.~~

(~~4~~3) All privately initiated FLUM amendments shall be accompanied by an application to rezone to a zoning district consistent with the requested FLUM classification. See Section 2.D. below for the process by which lands are rezoned to a different zoning district.

….

D. *Rezoning, Including Master Plan.*

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide a means for changing the zoning district boundaries or designations through site-specific amendments to the official zoning map. It is not intended to relieve particular hardships or to confer special privileges or rights to any person, but only to make necessary adjustments in response to or based upon changed conditions.

b. Authority. The City Commission has the authority to amend the official zoning map upon compliance with the provisions of this subsection.

c. Initiation. Amendments to the official zoning map may be proposed by the owner (or agent) of the affected land or city-initiated.

d. Consistency with Future Land Use Map (FLUM) of Comprehensive Plan. No application to rezone lands may be submitted that would result in an inconsistency with the FLUM classification. See Section 2.B.3. above for the process by which to amend the FLUM classification.

e. Rezoning to Planned Zoning Districts. A master plan~~, along with the concurrent filing and review of a site plan application,~~ shall be required when a privately-initiated application is made to rezone lands to a planned zoning district. A site plan may be submitted concurrently or at a later date. ~~The master plan shall be an integral component of the rezoning application; however, c~~City-initiated rezoning can proceed in advance of the master plan/site plan submittal. The master plan shall be

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reviewed in accordance with Section 2.D.6. below. See Section 2.F. below for additional regulations pertaining to the site plan application.

….

6. Master Plan.

a. General. The purpose of this subsection is to set forth well-defined application processes, review criteria, and uniform procedures for the rezoning of lands to planned districts (as defined by Chapter 1, Article II).

b. Submittal Requirements. Except as provided in Section 2.D.6.e below, ~~T~~the applicant is required to complete the rezoning application (see Section 1.D. above), ~~including that which pertains to master plan review, in addition to the site plan application~~, and provide all documentation required by the respective application checklist.

~~When a project is to be completed in two (2) or more phases, more than one (1) phase may be included in a single site plan, or individual site plans may be submitted for each phase and filed concurrently with the submittal of the master plan. The Director of Planning and Zoning may waive the requirement that all site plans be submitted simultaneously, provided that the site plan for the first phase is representative of the subsequent phase(s) and adequate to show compliance with all applicable development standards and regulations.~~

c. Review Criteria. The master plan shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and site development standards described in Chapter 4. In addition, the site plan shall be consistent with the master plan. See Section 2.F.3. below for the review criteria of a site plan.

d. Approval Process. A privately-initiated request to rezone ~~(~~and its accompanying master plan~~)~~ ~~shall be reviewed concurrently with the processing of the site plan application. Both applications~~ require review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

e. Expiration. A master plan ~~, which is an integral component of a rezoning application to a planned zoning district pursuant to except as provided in Section 2.D.1.e. above,~~ shall remain valid unless the corresponding site plan expires, ~~.~~or if the site plan is not adopted within 18 months of the date of the master plan approval. In these instances, the official zoning map retains the planned zoning district designation, but the property does not possess a valid development order or development permit, and no permits may be granted by the city on the subject property. The submittal and approval of ~~a new rezoning application, which includes~~ a new or modified master plan, and ~~concurrent~~ a site plan application~~, except~~ as provided in Section 2.D.1.e. above, shall be required in order to commence development, redevelopment, or other site improvements.

f. Modification to Master Plan. Changes to master plans are either "minor" or "major" based on criteria within this section. A pre-application conference with staff is a prerequisite to filing an application for modification. The site plan must be consistent with the master plan; therefore, any request to modify a master plan may require the submittal of a concurrent request for site plan modification in accordance with Section 2.F.7. below. Staff shall consider the following factors in determining whether the proposed master plan modification is considered "major":

(1) The modification increases or decreases the buildable square footage (intensity) or number of dwelling units (density) by more than five percent (5%);

(2) The modification ~~either adds or~~ eliminates a point of ingress and egress;

(3) The modification ~~eliminates,~~ reduces~~, or changes the location of~~ the cumulative area of each the required or provided open spaces, green spaces, and pedestrian plazas ~~such that it diminishes their value, performance, efficiency, effectiveness, practicality,~~ by more than five percent (5%), changes the location of such spaces, or does not otherwise meet the intent of these Regulations;

~~(4) The modification causes the development to be below the development standard for the~~

~~zoning district in which it is located or any other applicable standard in the Land Development Regulations;~~

(~~4~~5) The modification alters the project so that the modified master plan does not resemble the approved master plan;

(~~5~~6) The modification affects or does not comply with a condition of approval of the preceding development order; and

(~~6~~7) The modification is proposed to a city-owned or operated facility and does not adversely impact adjacent properties and/or public lands.

g. Major Master Plan Modification.

(1) Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

(2) Review Criteria. The proposed master plan shall comply with the requirements of the respective zoning district of Chapter 3, Article III, and the site development standards described in Chapter 4.

(3) Approval Process. An application for major master plan modification requires review by the City Commission and shall be processed in accordance with Chapter 2, Article I, Section 3.

(4) Expiration. A master plan shall remain valid unless the corresponding site plan expires, or if the site plan is not adopted within 18 months of the date of the master plan approval. ~~There is no expiration of a major master plan modification.~~

(5) Miscellaneous. At the time the City Commission approves a request for a major master plan modification, any previously approved master plan, including any conditions of approval, shall be null and void. All future development shall be consistent with the master plan, as modified and approved by the City Commission, including all corresponding conditions of approval.

h. Minor Master Plan Modification.

(1) Submittal Requirements. The applicant shall submit a letter explaining the modification(s) along with the master plan (in the number of copies specified by the Division). The applicant shall also provide consent from the property owner to file an application for the minor master plan modification.

(2) Review Criteria. The proposed master plan shall comply with the following: 1) all applicable conditions of approval of the preceding master plan; 2) requirements of the respective zoning district of Chapter 3, Article III; and 3) the site development standards described in Chapter 4.

(3) Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official. Upon approval of a minor master plan modification, all future development shall be consistent with the master plan, as modified, including all previously approved conditions of approval associated with the master plan.

….

F. *Site Plan, Including Time Extension and Modifications.*

….

8. Miscellaneous.

a. Site plan review shall be required in conjunction with a master plan when rezoning lands to a planned zoning district~~, except~~ as provided in Section 2.D.1.e. See Section 2.D.6. above for additional regulations pertaining to the rezoning process. In such instances, the site plan shall be consistent with the master plan.

….

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAYS

Sec. 1. Overview.

…

C. *Non-Residential Building and Site Regulations (Table 3-2).*

NON-RESIDENTIAL	C-1	C-2	C-3	C-4	CBD	PCD	M-1	PID	REC	PU
Density (dwelling units per acre):	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Flexible[12]	N/A	N/A
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	3[11]	N/A	25[11]	N/A	N/A
Lot Area ~~per unit~~, Minimum (square feet):	9,000	5,000	15,000	5,000	15,000	Flexible	10,000	Flexible	43,560	8,000
Lot Frontage, Minimum:	75	50	75	50	75	Flexible	0	Flexible	100	75
Lot Depth, Minimum:	120	100	N/A	100	100	N/A	N/A	N/A	N/A	N/A
Lot Coverage, Maximum:	40%	40%	40%	40%	75%	40%[10]	60%	60%	N/A	N/A
Floor-Area-Ratio (FAR), Maximum:	0.40	0.50	0.50	0.50	N/A	0.50	0.50	0.50	0.50	1.00
Structure Height, Maximum (feet):	30[9]	25	45	45	45	45	45	45	45	45
Building Setbacks, Minimum (feet)[14]:										
Front	30	30	20	25	0	40	15	30	25	25[13]
Rear	20	20	20[2]	20[5]	20[6]	40	20[3]	30	25	25[13]
Interior side	10	15	0[1]	15[5]	0	30	15[4]	20	25	15[13]
Corner side	10	20	20	15[5]	8[7]	30	15	30	25	15[13]
Building Setbacks, Minimum if abutting a residential district (feet)[14]:										
Rear	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Interior side	30	30	30	30	N/A	N/A	30	N/A	N/A	30
Corner side	30	30	30	30	N/A	N/A	N/A	N/A	N/A	N/A
Waterfront yard	N/A	N/A	N/A	N/A	8[8]	N/A	N/A	N/A	N/A	N/A

…

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN[13, 14]	MU-1	MU-2	MU-3	MU-4	MU-C
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A

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All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	45	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[8]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setback, Minimum (ft.)[8]					
Rear abutting:					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25[5]	25[5]	25[5]	25[5]	25[5]
Side abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

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1. May be reduced if frontage extends from right-of-way to right-of-way.

2. ~~Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Height bonus may be granted through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum~~.~~ width and design of the PZ. ~~Except for the Downtown District, where t~~The minimum PZ ~~width is 18', the minimum PZ in all other districts if 16 ft.~~ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line

requirements. - See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Locally registered historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (~~11~~15), MU-2 ~~–~~ twenty-five (~~20~~25), MU-3 ~~–~~ thirty-five (~~30~~35), MU-4 - forty~~thirty~~-five (~~35~~45) and MU-C - sixty~~forty~~ (~~40~~60) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~ Maximum FAR for MU-3 may be increased to 3.5 if abutting property with the Mixed Use High future land use classification.

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program.

13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17; Am. Ord. 17-023, passed 9-19-17)

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Sec. 2. Residential Districts.

…

H. *IPUD Infill Planned Unit Development District.*

…

3. Building and Site Regulations (Table 3-12). The following building/site regulations apply to the entire IPUD development.

BUILDING/SITE REGULATIONS IPUD District	
Minimum project area:	None
Maximum project area:	Less than 5 acres
Minimum lot frontage [4]:	Flexible[1]
Minimum perimeter yard setbacks:	
Front:	Flexible[2]
Rear:	Flexible[2]
Interior side:	Flexible[2]
Corner side:	Flexible[2]
Maximum lot coverage:	50%
Minimum usable open space (per dwelling unit):	200 square feet
Maximum structure height:	45 feet[3]

[1] Individual lots within an IPUD development contain flexible standards relative to minimum required lot frontage and lot area for each unit. Pursuant to Chapter 3, Article IV, Section 3.D., a marina use shall require a minimum lot frontage of one hundred fifty (150) feet and a minimum average width of two hundred (200) feet.

[2] The minimum required perimeter building setbacks of an IPUD are flexible except where adjacent to single-family residential zoning. Where adjacent to single-family residential zoning, the required perimeter building setbacks of the IPUD shall resemble the setbacks of the adjacent development based upon the orientation of structures with said development. Also, perimeter buildings shall have an increased setback of one (1) additional foot for every foot of building height in excess of thirty (30) feet. If vegetation, screening, or other barriers and/or creative design on the perimeter of an IPUD achieve compatibility with adjacent uses, the city may grant some relief from the aforementioned requirement. A structure shall be considered to be on the perimeter if there is no intervening building between it and the property line. Project design along abutting roadway(s), including setbacks, shall be based on existing development patterns or applicable recommendation from the respective development plan.

[3] A lesser building height may be required for compatibility with adjacent development. See Note #2 above for additional setback requirements relative to building height.

~~[4] Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.~~

…

…

Sec. 5. Mixed-Use (Urban) Districts.

A. *General.*

…

3. Location and General Use Requirements.

a. General. The mixed use (urban) districts are intended for projects that promote sustainable design with respect to land use, energy conservation, resource management, and social equity. Rezoning to any of these districts is encouraged for proposed development or redevelopment on lands that are in close proximity to existing infrastructure, public and alternative transportation routes and modes, employment centers, community areas, or have sustained or are complicated by environmental contamination.

The mixed use (urban) zoning districts shall be applied to selected geographic areas east of I-95, where a mixture of uses and building intensities is intended to implement the CRA Community Redevelopment Plan and urban design guidelines including goals involving compact design, transit-oriented development, employment, population, transportation, housing, public facilities, and environmental quality. Permitted uses and associated standards for development vary between the zoning districts each reflecting the importance of the district's location and relationship to the downtown. Maximum heights, densities, and intensities of development are regulated to achieve, in part, the intended vision as established within the CRA Community Redevelopment Plan for each of the six planning districts, while ensuring land use compatibility. A master plan as a whole, comprised of individual buildings and parcels, would be reviewed for compliance with the requirements below pertaining to a residential component to the project, Active, and Ceommercial uses on the first floor of a project.

b. Mixed Use 1 (MU-1), Mixed Use 2 (MU-2), and Mixed Use 3 (MU-3).

(1) In order to complement the revitalization efforts in the downtown area, these zoning districts shall be applied to lands consistent with the Comprehensive Plan Future Land Use Map and CRA Community Redevelopment Plan. See the Community Redevelopment Plan for specific recommendations on locations and boundaries.

(2) These MU districts are appropriate for low- to mid-rise developments that provide for medium density residential and low to medium intensity commercial and office uses.

(3) The review of these applications will emphasize compactness, aesthetics and design quality, and physical compatibility with adjacent land uses.

(4) Except where limited by Table 3-22 in Chapter 3, Article III, Section 5.C., all new developments within the MU-1 and MU-2 districts that contain a non-residential use shall front on streets designated as "arterial", or "collector", roadways on the Functional Classification of Roadways Map. All projects within the MU-3 district proposed within the transit core must contain a residential component, and all projects proposed within these Mixed Use intensity districts that front on an arterial road must have space on the first floor devoted to Ceommercial or ~~an~~ Aactive uses.

(5) Maximum height may be further limited in certain geographic areas to further applicable redevelopment plans and maintain compatibility with an abutting single-family district.

c. Mixed Use-4 (MU-4).

(1) The Mixed Use 4 (MU-4) district shall only be applied to land classified as mixed use-high (MXH) on the future land use map as recommended by the Community Redevelopment Plan.

(2) The MU-4 district is appropriate for high density/intensity development intended for designated nodes. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as “arterial” roadways on the Functional Classification of Roadways Map.

d. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development shall be consistent with the CRA Redevelopment Plan for the applicable district;;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

e. Mixed Use Core (MU-C).

(1) The Mixed Use C (MU-C) district shall only be applied to lands classified as mixed use-high (MX-H) on the future land use map.

(2) The MU-C district is appropriate for high density/intensity development intended for the downtown area. Such developments shall include a mix of uses designed in a compact vertical style. Developments proposed within the Downtown Transit-Oriented Development District (the Station Area) must contain a residential component and have space on the first floor devoted to commercial uses for those portions of the project having frontage along a collector ~~Ocean Avenue~~ or an arterial road.

(3) All new developments within this district shall front on streets designated as "arterial" roadways on the Functional Classification of Roadways Map.

f. Rezoning of single-family districts. All requests to rezone any single-family residential district to a mixed use zoning district shall be subject to the following additional requirements:

(1) Height, density and intensity of development based on the standards indicated in Table 3-22;

(2) Ratio of lot frontage to depth that is no more than one (1) foot (frontage) to one and one-quarter (1.25) foot (depth);

(3) Vehicular access to the property located to minimize impacts on adjacent single-family developments and meet safety standards; and

(4) Landscape barriers provided, in accordance with the landscape regulations of this Code, where the rezoned property abuts single-family residential zoning.

B. *Use(s) Allowed.* See "Use Matrix, Table 3-28" in Chapter 3, Article IV, Section 3.D.

C. *Building and Site Regulations.*

1. Building and Site Regulation (Table 3-22).

MIXED USE, URBAN[13,14] **(Overlay regulations may apply. See Section 8 below.)**	**MU-1**	**MU-2**	**MU-3**	**MU-4**	**MU-C**
Lot Area, Minimum (acres):					
Public park:	N/A	N/A	N/A	N/A	N/A
All other uses:	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100[2]	150[2]	200[2]	200[2]
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[3]	55	65	75	100	150/125[4]
Maximum Density (DUs/Acre)[10, 12]	20	40	50	60	80
Maximum F.A.R.[11]	2.5	3.0	3.0	4.0	4.0
Build-to-line (ft.)[8]:					

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All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[7]				
Abutting a Local street	0[7]	0[7]	0[7]	0[7]	0[7]
Interior side	0[7]	0[7]	0[7]	0[7]	0[7]
Building Setbacks, Minimum (ft.)[8]:					
Rear abutting					
Residential single-family	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Intracoastal waterway	25	25	25	25	25
Side abutting					
Residential single-family:	25[5]/0[5, 6]	25[5]	25[5]	25[5]	25[5]
Usable Open Space, Minimum (sq. ft.)[9]	N/A	N/A	0.5%	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.
2. ~~Reserved.~~ Project sites must front on two (2) intersecting rights-of-ways and must have an uninterrupted lot frontage.

3. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet consistent for a depth of a minimum of thirty (30) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations. Maximum heights may be increased in the DTODD through participation in the Workforce Housing Program.

4. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any other MU or residential zoning district not separated by a right-of-way.

5. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

6. Where there is an intervening right-of-way of at least forty (40) feet.

7. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone" (PZ). Building placement is a factor of roadway type and CRA district, which determines the minimum width and design of the PZ. The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) ~~to ten (10)~~ foot wide sidewalk (10 foot wide sidewalk when located within the Downtown District, as defined by the Community Redevelopment Area Plan), free from obstructions, measured from the centerline of street trees, and 3) an eight (8) foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

8. Listed eligible historic structures are not required to meet these standards.

9. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

10. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have minimum densities as follows: MU-1 - ~~eleven~~ fifteen (15~~11~~), MU-2 ~~–~~ – twenty-five (25~~20~~), MU-3 ~~–~~ – thirty-five (35~~30~~), MU-4 ~~–~~ – forty-five ~~thirty-five~~ (45~~35~~) and MU-C - sixty~~forty~~ (60~~40~~) dwellings per acre. ~~(except that minimum density for the MU-C district applies to projects located within the entire station area).~~

11. Projects within the Downtown Transit-Oriented Development District (the Station Area) ~~transit core~~ shall have a minimum FAR as follows: MU-3 - one and three-quarters (1.75), MU-4 (2.0) and MU-C - two (2.0). ~~(except that minimum FAR for the MU-C district applies to projects to be located within the entire station area).~~

12. The maximum density for projects within the Downtown Transit-Oriented Development District (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district through participation in the City's Workforce Housing Program….

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13. Mixed use projects within urban mixed use zoning districts will meet ground floor COMMERCIAL USE requirement by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and offices. Resident-only serving amenities such as lounges, gyms, common rooms, and recreation spaces may be included in addition to the above uses, but shall not fulfill the commercial requirement.

14. Residential-only projects within MU-1, MU-2, and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District, as defined by the Community Redevelopment Area Plan, will meet ACTIVE USE requirement by using design features—including street-fronting access—to allow residential use to engage with the street and provide the opportunity for interaction. Such features may be combined with building amenities such as lounges, gyms, common rooms, and recreation spaces on the ground floor

..

Sec. 8. Overlay Zones

A. *Martin Luther King Jr. Boulevard Overlay*

1. Intent. This overlay identifies a segment of the Martin Luther King Jr. Boulevard as an opportunity for redevelopment and revitalization. The ultimate design and site standards of this section are intended to create a traditional street corridor with pedestrian improvements, storefronts along the sidewalk, and a mixture of uses. The corridor is to contain an ambience supported by pleasant signage and building appearance, potted landscaping, store windows and public open spaces. This overlay is also appropriate for development of small properties to allow for consistency with the vision represented by the respective mixed use zoning district, and/or as an interim redevelopment mechanism until greater redevelopment occurs using the respective mixed use zoning district. All development within the Martin Luther King Jr. Boulevard corridor shall occur according to the provisions of the adopted plan as stated below.

2. Defined. The Martin Luther King Jr. Boulevard Overlay (MLKBO) is hereby established as the area defined by the parcels fronting on that portion of the Boulevard located east of Seacrest Boulevard and west of the railroad right-of-way, along with those parcels adjacent to the north and south of these parcels that front on the Boulevard if assembled and developed~~ment~~ as a unified project. Also included in the Overlay are the parcels with commercial underlying zoning located between NE 9th Avenue and NE 11th Avenue. ~~.~~

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3. Use(s). Commercial Uses on the Ground Floor shall be required on the street frontage of MLK Jr. Boulevard for parcels within the eastern and western nodes, as depicted in the CRA Community Redevelopment Plan. Parcels within the nodes are permitted to develop commercial projects without a residential component. ~~Allowed. (See "Use Matrix" - Chapter 3, Article IV, Section 3.D.).~~

a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:
   - Dwelling, Single- family (detached)
   - Dwelling, Two-family (duplex)
   - Automobile Rental
   - Automotive, Major Repair
   - Automotive, Minor Repair
   - Auto/Car Wash, Self- serve Bay
   - Auto Dealer, New
   - Auto Dealer, Used
   - Auto/Car Wash (Polishing, Waxing, Detailing)
   - Automotive Window Tinting/Stereo Installation/Alarms
   - Drive-thru facilities
   - Gasoline Station
   - Group homes Type I, II, III, and IV
   - Adult entertainment

b. Any other automobile-oriented uses not listed above are prohibited.
   (1) An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile, such as drive-thru facilities.

c. Live-work units are permitted, but may not front MLK Jr. Boulevard and do not replace the required Commercial Uses on Ground Floor.

d. Additionally, no legally existing use shall be deemed non-conforming as a result of the MLKBO regulations.

4. Building and Site Regulations. Development within this overlay shall be in accordance with building and site regulations applicable to the underlying zoning district except as follows:

a. Parcels that have frontage along Martin Luther King Jr. Boulevard, Seacrest Boulevard, or NE 3rd Street shall provide for the required "Pedestrian Zone" (PZ). The minimum PZ is comprised of three components: 1) a five (5) foot wide street tree area, measured from the back of the curb, or future curb on roads requiring a right-of-way dedication, 2) an eight (8) foot wide sidewalk, free from obstructions, measured from the centerline of street trees, and 3) an five (5) ~~eight (8)~~ foot wide active area, measured from the sidewalk. The PZ components may vary in placement order only on sites with conflicting right-of-way regulations. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

b. Notwithstanding the required build-to line and pedestrian zone requirements, portions of buildings and structures may be constructed in excess of the distance specified above, but not to exceed 15 feet when necessary to 1) optimize landscape design; 2) maximize on-site drainage solutions; 3) accommodate architectural features and building enhancements; and/or 4) to otherwise enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas in order to further the purpose and intent of the Overlay. Major deviations from the build-to line requirement above (in excess of 15 feet) may be allowed, but only with sufficient justification and contingent upon the approval of a Community Design Appeal application (see Chapter 2, Article II, Section 4.B).

c. Minimum interior side, ~~and~~ corner side, and rear setbacks ~~and rear setbacks~~ shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above).

d. Maximum building height shall be shall be in accordance with the Mixed Use 1 zoning district (see Section 5.C. above)~~fifty-five (55) feet~~. Buildings fronting Martin Luther King Jr. Boulevard shall be a maximum of thirty-five (35) feet consistent for a depth of ten (10) feet.

e. Minimum building height shall be thirty (30) feet.

5. Parking. As required by Chapter 4, Article V, Section 3.D.

6. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5.

…

C. *Cultural District Overlay*

…

4. Uses. ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Ocean Avenue.

…

D. Boynton Beach Boulevard Overlay (BBBO)

…

4. Uses: ~~Active c~~Commercial U~~u~~ses on Ground Floor shall be required on the street frontage of Boynton Beach Boulevard.

ARTICLE IV. USE REGULATIONS

…

Sec. 3. Use Regulations.

…

D. *Use Matrix (Table 3-28).*

P = Permitted C = Conditional A = Accessory	Residential										Commercial						Mixed-Use						Industrial		Misc	
	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD%	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-~~1~~1	MU-~~1~~2	MU-~~1~~3	MU-4	MU-~~H~~C	M-1	PID	PU	REC
RESIDENTIAL & LODGING																										
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P ~~20~~ 36	P ~~20~~ 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single-family (detached)	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~	P ~~19~~ 34	P	P ~~34~~	P ~~34~~			~~P~~ 18 19 34					P ~~34~~								~~A~~ 20 34	~~A~~ 20 34
Dwelling, Two-family (duplex)					P ~~34~~	P ~~19~~ 34	P	P ~~34~~	P ~~34~~			~~P~~ 18 19 34	~~P~~ 34 28		~~C~~ 34	~~P~~ 34 28	P ~~34~~	P ~~34~~	P ~~34~~	P ~~34~~		C ~~34~~			~~A~~ 20 34	~~A~~ 20 34
Dwelling, Multi-family (including Townhomes)						P ~~19~~ 34	P	P ~~34~~	P ~~34~~			~~P~~ 18 19 34	~~P~~ 34 39		~~C~~ 34	~~P~~ 34 39	P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P 34 6	~~P~~ 6 34	~~P~~ 6 34		P 27 34	~~A~~ 20 34	~~A~~ 20 34
Dwelling Units in Mixed Use Buildings						~~P~~ 18 19 34						~~P~~ 18 19 34			P ~~34~~		P ~~34~~	P ~~34~~ 6	P ~~34~~ 6	P ~~34~~ 6	P 6 ~~34~~	P 6 34		P 27 ~~34~~	~~A~~ 20 34	~~A~~ 20 34
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					
Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C 41	C 41	P 41	P 41		P 41		
~~Home Occupations~~	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34								~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34					
Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P ~~34~~																
~~Townhouse~~						~~P~~ 19 34	~~P~~	~~P~~ 34	~~P~~ 34			~~P~~ 18 19 34	~~P~~ 34		~~C~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34	~~P~~ 34		~~P~~ 27 34	~~A~~ 20 34	~~A~~ 20 34

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6. General Note. This use is subject to requirements of Commercial/ Active uses on Ground Floor. ~~For those projects with frontage on an arterial road, this use is allowed as a permitted use if the ground floor fronting the arterial is devoted to office or retail use; otherwise, conditional use approval shall be required~~.

a. Mixed-use projects within urban mixed-use zoning districts will meet the requirement for the Commercial Uses on Ground Floor by including commercial uses serving the general public such as retail, restaurants, bars, entertainment, personal services, and office.

b. Residential-only projects within MU-1, MU-2 and MU-3 zoning districts located within the Federal Highway District and the Heart of Boynton District (as defined by the CRA Community Redevelopment Plan) will meet the requirement for the Active Uses on Ground Floor by using recommended design features such as, walkways connecting to the public sidewalk, front door design, and covered entry's to individual units.

…

20. Reserved. ~~General Note. This use is allowed as an accessory use to any lawful Arts Campus located within the Ocean Avenue Overlay Zone.~~

…

38. Reserved. ~~Dwelling, Two-Family (Duplex).~~

~~a. C-3 district and PCD district. A two-family dwelling (duplex) shall comply with the R-2 district regulations. See Chapter 3, Article III, Section 2.E.~~

39. Reserved. ~~Dwelling, Multi-Family.~~

~~a. C-3 district and PCD district. A multi-family dwelling shall comply with the R-3 district regulations. See Chapter 3, Article III, Section 2.F.~~

…

41. Hotel & Motel (includes ~~Boutique,~~ Extended-stay~~, Apartment, Timeshare Apartment~~).

~~a. C-3 District. Timeshare hotel shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~b. C-4 District. Boutique hotels and timeshare hotels are not listed as permitted uses.~~

c. ~~CBD District. Apartment hotels require conditional use approval.~~

~~d. PCD District. Timeshare apartments shall comply with R-3 district regulations. Boutique hotels are not listed as permitted uses.~~

~~e~~a. SMU District. Hotels require conditional use approval. ~~Apartment hotels, boutique hotels, and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

~~f~~b. MU-1 District, MU-2 District, and MU-3 District. ~~and MU-4 District~~. Hotels require conditional use approval. ~~Timeshare hotels are not listed as permitted uses. Boutique hotels and m~~Motels are prohibited uses.

g. MU-4 District and MU-C District. ~~Boutique hotels require conditional use approval and must be integrated into a commercial or mixed use development and not exceed thirty percent (30%) of the gross floor area of the entire development. Apartment hotels and timeshare apartments are not listed as permitted uses.~~ Motels are prohibited uses.

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h. PID district. This non-industrial use is allowed within the PID district provided it is located on a lot that has a Hotel (H) land use option.

CHAPTER 4. SITE DEVELOPMENT STANDARDS

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ARTICLE V. MINIMUM OFF-STREET PARKING REQUIREMENTS

…

Sec. 3. Special Reductions in Required Off-Street Parking.

…

D. *Martin Luther King Boulevard Overlay Zone.* Parking space requirements shall be calculated in accordance with Section 2 above. ~~and~~ Any required parking for non-residential uses shall be reduced by fifty percent (50%).

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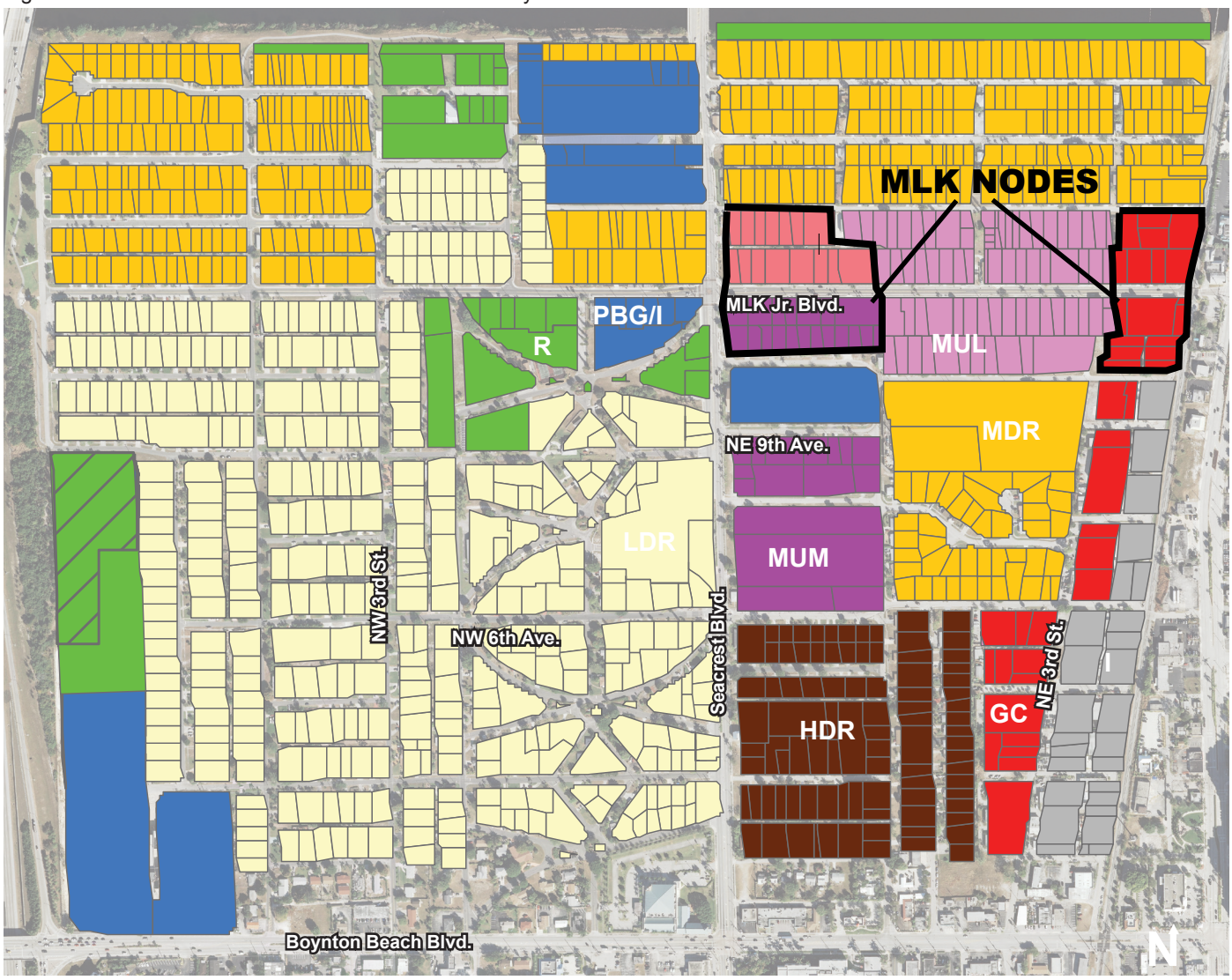
Figure 63: Recommended Land Use for the Heart of Boynton District



CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: An updated administrative Social Media Use Policy has been developed by the Public Communications and Marketing Department. This is an administrative policy for internal use.

EXPLANATION OF REQUEST: Commissioner Romelus requested that the City's Social Media Policy be reviewed and updated. The initial Social Media Policy was created in 2010.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This policy will ensure that city employees responsible for managing the city's social media platforms are creating and posting messaging in a consistent and unified method that benefit the city's branding efforts.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not update the City's Social Media Use Policy.

STRATEGIC PLAN: Boynton Beach Branding

STRATEGIC PLAN APPLICATION:
The City of Boynton Beach utilizes multiple social media platforms in their brand communication activities. Social media is an important tool for branding our city as a destination to live, work and play and distinguishing our city among others. In addition, social media is a valuable communications tool that the City utilizes during emergencies, such as hurricanes.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	19 - Social Media Use Policy

CITY OF BOYNTON BEACH
PUBLIC COMMUNICATIONS & MARKETING DEPARTMENT

SOCIAL MEDIA USE
POLICY NO. 99-006

October 1, 2019

SUMMARY OF REVISED, DELETED, OR ADDED CONTENT

Revision	Date	Responsible Department	Description of Change
1	March 2, 2010	Public Relations	Initial Release
2	October 1, 2019	Public Communications & Marketing	Replaces AMP 05.04.02

Social Media Use

1.1 PURPOSE

The City of Boynton Beach recognizes the need and value of social media as an immediate, accessible form of communication to reach a broad audience, to share information, and to engage with residents, visitors, businesses and the media. The City of Boynton Beach uses social media as limited public forums to increase public awareness of and support for the City's policies, programs, services, accomplishments, events, and news, as well as to serve as an immediate form of communication in emergency situations.

The City Manager and the City Commission have an overriding interest in coordinating what is communicated on city-owned social media channels to maintain consistency in tone, quality and information across platforms and departments.

This policy establishes guidelines for the use, administration, management, monitoring and retention of social media and social media content consistent with federal, state and local laws and regulations.

1.2 SCOPE

These procedures, and its provisions, apply to and serve as a guide to all City employees, departments, and contracted entities that distribute information on behalf of the City while engaging in any social media activities. This includes, but is not limited to, full and part-time employees, elected and appointed officials, contractors, interns and volunteers who access or contribute content.

This policy also applies to members of the public who comment or otherwise interact with the City through its social media sites.

In the event of a conflict between this policy and a department specific social media policy, this policy shall prevail.

1.3 DEFINITIONS

A. **Social Media**: various forms of user-created content tools such as social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. This includes, but is not limited to: picture and video sharing, wall postings, direct or instant messaging, and music sharing. Examples of social media applications include, but are not limited to: Facebook and Nextdoor (social networking); YouTube and SnapChat (social networking and video sharing); Instagram, Flickr and Pinterest (photo sharing); Twitter and Reddit (social networking and microblogging); Google+ and Yahoo Groups (reference, social networking); Wikipedia (reference); Skype and WhatApp (instant messaging and webcam chat); LinkedIn (business networking); and news media comment sharing/blogging sites that allow for user engagement. This policy covers all social media tools, both current and future.

B. **Social Networking**: the practice of expanding one's business and/or social contacts by making connections using a range of social media tools including blogs, video, images, tagging, lists of friends, forums, and messaging that use the Internet to promote such connections through Web-based groups established for that purpose.

C. **Social Media Account:** any registration, login credential, tool, forum, network page or profile that is created or maintained by an employee on behalf of the City for the purpose of establishing or perpetuating a social media presence.

D. **Authorized User**: any employee who has been registered with and approved by the Public Communications and Marketing Director and authorized by their Department Director to establish, create, edit, or maintain any social media account, and the posts it may contain, in the transaction of official business of the City.

E. **Post**: any text, message, picture, graphic, image, advertisement, notification, feed, stream, transmission, broadcast, podcast, video, instant message, blog, microblog, status update, wall post, comment, and any and all other forms, means, or attempts at collaboration or communication that is uploaded, posted to, or otherwise displayed on or transmitted by, any social media account or network.

1.4 POLICY

Due to social media sites containing information that represents or appears to represent views of the city regarding policy issues or other matters of city business that could affect city leaders, the Public Communications and Marketing Director, under the direction of the City Manager, has oversight on all City-owned social media sites.

A. Departments seeking to establish, use or maintain a social media site must obtain formal, written approval from the Public Communications and Marketing Director.

B. Personal e-mail addresses or phone numbers shall not be used when setting up or maintaining City-owned social media sites. If an email is necessary, the Public Communications and Marketing department will coordinate with the Information Technology Services (ITS) to create a unique e-mail address for social media use. A social media site user ID and password may only be given to an employee, agent, volunteer, or contractor who has been authorized to use that department's social media site.

C. City-owned social media sites that allow comments are established as **limited public forums**.

1. Comments by the general public on city-owned social media posts will be permitted, documented for public record purposes and closely monitored for compliance with the City of Boynton Beach **Social Media Terms of Use Agreement** (Attachment 1).

2. Any comment that violates the **Social Media Terms of Use Agreement** should be documented for records retention and then deleted from public view. The comment maker should then be notified that he or she has violated the **Social Media Terms of Use Agreement** (Attachment 1), specifying any and all terms that were violated.

3. Under no circumstances are Authorized Users permitted to block members of the public from the limited public forum.

D. To meet its purpose, the City's social media sites may contain links to other social media sites or websites that are not owned, regularly reviewed, or controlled by the City. Also, members of the public or other entities may "tag" or link the City's social media accounts to posts. If the

city or department is tagged inappropriately, authorized users may remove the tag. However, the record must be maintained in the social media site's archive.

1. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content, or their hosts. The City specifically disavows legal responsibility for what a user may find on another site, whether or not operated by the City. The views and opinions of the authors of documents published on or linked to the City's social media accounts do not necessarily state or reflect the opinion, policy or position of the City. The City of Boynton Beach is not responsible for the content, quality, accuracy or completeness of any offsite materials referenced by or linked through the City's social media accounts. By using the City's social networking sites, the user acknowledges and accepts the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user and that the City is not responsible for any materials stored on other social networking sites or websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other social networking sites or websites.

2. The City does not endorse any content, viewpoint, products or services linked from its social media sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. The City does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site.

E. All published content is persistent in the public domain. The City of Boynton Beach is responsible for all content published by Authorized Users on behalf of the City. When speaking on behalf of the City, it should be assumed that all communications are in the public domain and available for publishing and discussion in all forms of media.

1. A list of current social media sites owned by the City is found on Attachment 2.

F. All employees should understand the perception of their City of Boynton Beach association on social media. If one identifies as a City of Boynton Beach employee or has a public facing position for which their City association is known to the general public, efforts to ensure one's profile and related content (even if it is personal and not an official nature) is consistent with how one would want to present oneself as a City of Boynton Beach professional, appropriate with the public trust associated with the position, and conforming to existing standards that already exist in City of Boynton Beach policies.

1. The City has the right to monitor employees' social media use on City equipment and will exercise its right as necessary. Users do not and should have no expectation of privacy. Social media is not a secure means of communication

2. Violations of the City's Personnel Policy occurring from social media activity may result in disciplinary actions.

G. Elected officials may create, manage, administer, or communicate news and their own views and opinions regarding city business through their own social media activities, but must ensure that they do not hold out such views as representative of the City as a whole.

1. Elected officials must follow applicable State of Florida laws, including public record and sunshine laws. The City of Boynton Beach does not maintain the archive for elected officials' use of social media. This responsibility falls to the elected official.

2. The following recommendations are offered to elected officials:

    a. Post content as desired.

    b. Follow the general content guidelines as outlined previously for City-owned social media accounts.

    c. Re-post, share and re-tweet applicable posts from City-owned social media accounts and like and follow City accounts.

    d. Do not like or follow campaign accounts.

    e. Comply with all applicable law regarding social media use for candidates running for election or re-election.

1.5 PROCEDURE

A. All City-owned social media sites **WILL**:

1. Identify the primary department represented.

2. Include an introductory statement that clearly specifies the purpose and topical scope of the social media presence.

3. Use approved/official City logos and images for branding the site.

4. List the City website, e-mail address and/or telephone number for contact purposes, where applicable.

5. Conspicuously post or link to the City of Boynton Beach **Social Media Terms of Use Agreement** (Attachment 1).

6. Post official department information, resources, news, events and marketing materials.

7. Ensure all content posted by Authorized Users represents the City's point of view and not those of individual employees.

8. Respect copyright, trademark, fair use and financial disclosure laws, including the protection of sensitive and personally identifiable information.

    a. Do not use third party content without permission.

9. Engage with members of the public in a warm, professional tone to convey clear messages at all times.

a. While the use of AP style is preferred, it is recognized that social media is a more casual forum and deviance from AP style is permitted.

b. Use of emojis should be limited to those that are in context with the message. When in doubt, leave it out.

c. Use of profanity and/or inflammatory language is strictly prohibited.

10. Ensure implementation and use complies with applicable mandates, including, but not limited to accessibility guidelines contained in Section 508 of the Rehabilitation Act of 1973, public records provisions contained in Chapter 119 Florida Statutes, and any other applicable Federal, State or local law.

    a. Alternative-text, or "alt-tags" must be entered for all, non-decorative images on social media sites.

    b. Captions must be made available for all videos within 24 hours of publishing on a social media site.

    c. For emergency notices and other official notices to the public utilizing recorded or live streaming video technology, a qualified Sign Language Interpreter will be used.

    d. The City will maintain an archive of all social media activity by Authorized Users on city-owned social media sites in the event of a public records request.

B. City-owned social media sites will **NOT**:

1. Communicate political advertisements or electioneering communications concerning an issue, referendum, or other matters that may be subject to the vote of the electors, except for electioneering communications limited to solely factual information in accordance with section 106.113, Florida Statutes.

2. Advertise or promote third party businesses or organizations unless the entity is an official sponsor or partner for a City-approved function or initiative.

3. Use profanity and/or inflammatory language under any circumstances.

4. Disclose or report on conversations that are meant to be pre-decisional or internal to the City of Boynton Beach unless management has authorized the release of such information.

5. Communicate irrelevant, impertinent or slanderous information.

C. Information Technology Services (ITS) has the following responsibilities:

1. Provide Authorized Users access and log in information specific to their role and the social media sites and tools authorized by their Department Director and the Public Communications and Marketing Director.

2. Determine an email address to serve as the official e-mail account for all approved social media sites. (This can be the individual Account User's assigned City email address or a general account such as marketing@bbfl.us.)

3. Review all login credentials to social media accounts to ensure compliance with password strength requirements and compliance with established Information and Technology practices and industry best practices relating to information systems security.

4. Retain a login credential database for social media accounts, to provide for control and continuity of operations.

5. Respond to any requests for guidance or opinion regarding technology or information systems security.

D. The Public Communications and Marketing Department has the following responsibilities:

1. Review proposals for new social media projects and provide formal approval or denial.

2. Provide counsel to the Department as to the appropriate use of the social media site and strategic guidance as to the types of information that should be released and the proper measurement for effectiveness.

3. Monitor content on each Department social media account to ensure adherence to the guidelines in this policy. Inappropriate use may result in the removal of the department page or account from these social media sites.

4. Perform an annual evaluation of the City's social media presence in collaboration with all Authorized Users to determine if additional social media sites are necessary based on perceived potential value, function, opportunity and relation to marketing strategies or if one should be discontinued.

5. Host periodic training for Authorized Users, department directors, city commissioners and the city manager, as needed.

E. The City Attorney's Office has the following responsibilities:

1. Review and approve any departmental changes or additions to the City of Boynton Beach **Social Media Terms of Use Agreement** (Attachment 1), as requested.

2. Render opinions on matters regarding disclaimers, terms of use, and privacy concerns as they arise.

3. Provide opinions on matters of public records.

F. The City Clerks's Office has the following responsibilities:

1. All original content, such as images, documents, and video placed or linked on social media sites by Authorized Users, should be archived in the event of a public records request.

2. The City of Boynton Beach utilizes the services of a reputable third-party system to capture all relevant posts, comments and interactions.

    a. Accounts that are archived including all city-owned social media sites by department but does not include the personal sites of elected officials. Future accounts may be added at any time.

    b. Social media accounts are by definition searchable history feeds, but archiving is necessary to maintain records of removed content, edited content and direct messages.

    c. Accounts that are not archived include campaign accounts of those running for office against an incumbent and campaign accounts of incumbents; personal accounts of elected officials, employees and officers; public pages and profiles that are followed by the official City of Boynton Beach pages and profiles.

1.5 EFFECTIVE DATE

This policy is effective as of October 1, 2019.

Attachment 1:
City of Boynton Beach
Social Media Terms of Use Agreement

All social media platforms used by the City of Boynton Beach are designated as Limited Public Forums. The department welcomes a person's right to express his/her opinion and encourages posters to keep comments relevant to the topic in question. By posting or commenting on any social media platform used by the City of Boynton Beach, you participate by your own choice, taking personal responsibility for your comments, your username and any information you provide therein. Your participation constitutes acceptance of the terms of use described here in this policy.

A. All comments are subject to public records law. Keep your comments clean and appropriate. Inappropriate comments, comments not related to the purpose of the page or comments not related to the specific post are subject to deletion by the administrator of this account. If you don't comply with the posting guidelines as listed below, an administrator will contact you and your message will be removed.

B. While this forum is closely monitored, it is not to be used as a reporting mechanism for emergency situations or time-sensitive issues. In case of an emergency, or if police assistance is needed, please dial 911. Anyone with information about a crime is asked to call the police at 561-732-8116 or Crime Stoppers at 800-458-TIPS. Tips can also be submitted via the MYPD app or online at http://www.bbpd.org/. You can remain anonymous.

C. The City reserves the right to remove posts containing inappropriate materials that includes, but is not limited to:

1. Comments not related to the original topic, including random or unintelligible comments;

2. Graphic, obscene or explicit comments or submissions nor any comments that are abusive, threatening, hateful or intended to threaten or defame anyone or any organization or comments that suggest or encourage illegal activity or violence;

3. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation.

4. Comments in support of, or in opposition to, any political campaigns or ballot measures;

5. Solicitation of commerce, including but not limited to advertising of any business or product for sale. This includes other online pages or organizations asking for donations, excluding other local government partners.

6. Information that may compromise the safety or security of the public or public systems, including comments which may reasonably interfere with, inhibit, or compromise law enforcement investigations, police tactics, police responses to incidents and/or the safety of police staff and officers;

7. Content that violates a copyright, trademark or other legal ownership interest of any other party;

8. Harassment or content which constitutes and/or facilitates stalking;

9. Repetitive content. Repeated posting of identical or very similar content in a counterproductive manner;

10. Links to or references to commercial websites, spam or any third-party website unless posted by the City's authorized users for links to partnered/sponsored organizations, confirmed governmental agencies or other legitimate organizations as the City deems appropriate.

Should you have any questions in regards to items contained herein this Terms of Use, please contact the City of Boynton Beach Public Communications and Marketing Director at 561-742-6010.

Pursuant to FL Statute 668.6076: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to us. Instead, contact our office by phone or in person.

Attachment 2:
List of current social media sites owned by the City of Boynton Beach

The list below is current as of October 1, 2019. The Public Communications and Marketing Department will maintain the list of Authorized Users for each site listed below.

Department	Facebook	Twitter	Instagram	Nextdoor	YouTube
Art in Public Places	X	X	X		
City Manager	X	X			
City of Boynton Beach	X	X	X	X	X
Fire/Fire Rescue	X				
Library	X	X	X		
Police	X	X	X	X	X
Recreations and Parks	X	X	X		
The Links	X				
Utilities	X	X			

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: City staff and the development team for Town Square will provide a brief update to the Commission on the status of the project.

EXPLANATION OF REQUEST: The City Commission has requested that staff provide a monthly update on the Town Square project.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Provide regular updates to the City Commission on this project.

FISCAL IMPACT: n/a

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: Approve the request of Commissioner Romelus to distribute $500.00 of her Community Support Funds to Growing Strong Ministries, Inc.

EXPLANATION OF REQUEST: Commissioner Romelus requests to distribute $500.00 of her Community Support Funds to Growing Strong Ministries, Inc. to provide Thanksgiving baskets to families in need.

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

FISCAL IMPACT: Community Support Funds of $2,000 for each Commission member were approved in 2019/2020 budget.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	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: 9/19/2019
Requested by Mayor/Commissioner: Commissioner Romelus
Amount Requested: $ 500.00
Recipient/Payee: Growing Strong Ministries, Inc
Description of project, program, or activity to be funded: Providing Thanksgiving baskets to families in need.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $ 2000.00.

The balance of funds available for the requesting Member of the Commission is $ 2,000.

Accordingly:

There are funds available as requested
There are insufficient funds available as requested

Dated: 9/19/2019 By: Crystal A. Gibson
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:_____ By:_____
Requesting Member of the City Commission

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Pursuant to Section 286.011(8), Florida Statutes, the City Attorney is requesting a private attorney-client session of the City Commission to discuss pending litigation.

> DAVID FLOERING, Plaintiff, vs. PAUL FREDERICK GREEN, CITY OF BOYNTON BEACH and STATE NATIONAL INSURANCE COMPANY, INC., a Foreign for Profit Corporation, Defendants – Palm Beach County Circuit Court Case No. 50 2017 CA 010537

EXPLANATION OF REQUEST:
Discussion of pending litigation in the following case:

> DAVID FLOERING, Plaintiff, vs. PAUL FREDERICK GREEN, CITY OF BOYNTON BEACH and STATE NATIONAL INSURANCE COMPANY, INC., a Foreign for Profit Corporation, Defendants – Palm Beach County Circuit Court Case No. 50 2017 CA 010537

In attendance will be the City Attorney James Cherof along with Assistant City Attorney Tracey DeCarlo, City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

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

FISCAL IMPACT: Budgeted
Cost of a Court Reporter

ALTERNATIVES:
None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Memo	Memo requesting attorney-client 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: September 17, 2019

RE: Request for Private Attorney-Client Session

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:

> DAVID FLOERING, Plaintiff, vs. PAUL FREDERICK GREEN, CITY OF BOYNTON BEACH and STATE NATIONAL INSURANCE COMPANY, INC., a Foreign for Profit Corporation, Defendants – Palm Beach County Circuit Court Case No. 50 2017 CA 010537

In attendance will be the City Attorney James Cherof along with Assistant City Attorney Tracey DeCarlo, 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 October 15, 2019 at 5:45 p.m.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: City Commission authorization to file four (4) separate lawsuits on non-homestead properties.

EXPLANATION OF REQUEST:
The City has recorded liens against three (3) commercial properties and one (1) duplex property. The liens arise from charges for lot mowing by the City after the property owner failed to keep the property clean and due to code violations. The four (4) cases are summarized as follows:

JEANNE AND KA HOCK GO
301 W. BOYNTON BEACH BLVD.

Zoning: Commercial & Unoccupied
PAPA Appraisal: **$210,803**

Lot Mowing liens: **$5,941.69**

Code lien: 14-1675 **$354,034.12** and $200 per day running since 11/15/14
Corrective Action: Restore property to original approved site plan

Code lien: 17-1114 **$46,434.12** total amount
Corrective Action: Remove rotten poles on property and repair fence

BENJAMIN AND KAREN HO
1101 N. FEDERAL HWY.

Zoning: Commercial & Unoccupied
PAPA Appraisal: **$98,003**

Lot Mowing liens: **$1,725.54**

Code lien: 16-506 **$617,634.12** and $500 per day running since 5/1/16
Corrective Action: Demo - Building declared unsafe per Building.

IVA AND RENAN LAURORE
504 NW 12TH AVE.

Zoning: Duplex & Occupied
PAPA Appraisal: **$33,585**

Code lien: 06-2510 **$634,084.12** total amount
Corrective Action: Obtain plumbing permit and rental license

Code lien: 07-959 **$346.03** total amount
Corrective Action: Remove trash and debris on property and repair fence

ECKOLS 76 LTD AND ECKOLS 86 LTD
1102 N. FEDERAL HWY.

Zoning: Commercial & Unoccupied
PAPA Appraisal: **$247,947**

Lot Mowing liens: **$1,087.69**

Code lien: 07-2084 $**639,484.12** and $150 per day running since 1/19/08
Corrective Action: Repair broken windows, restripe parking lot and install address numbers

Code lien: 15-2598 **$132,634.12** and $100 per day running since 2/5/16
Corrective Action: Repair fence and broken windows

Property details from the Palm Beach County Property Appraiser's website are attached for further information on each property.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Foreclosure of these liens will demonstrate to these property owners and others like them that the City is committed to either obtaining compliance with property maintenance standards or obtaining a change in ownership of those properties, including transfer to the City, when appropriate.

FISCAL IMPACT: Budgeted It is estimated that each foreclosure, inclusive of attorney fees and court costs will be $10,000 anticipating aggressive defense by the property owners. The fees and costs could be significantly less if the respective property owner does not defend.

ALTERNATIVES:
1. Defer action on one or more of the properties
2. Authorize pre-suit negotiations. With respect to this option, On January 15, 2019, the City Commission directed staff to "reach out to tax deed holder prior to foreclosure." There is no record of successful action in that regard.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	PBC PAPA Property Details

Property Detail

Location Address	1102 N FEDERAL HWY
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-21-32-002-0201
Subdivision	LAKE ADD TO BOYNTON
Official Records Book	10163 Page 0685
Sale Date	DEC-1997
Legal Description	LAKE ADD TO BOYNTON LT 20 (LESS ELY 2.5 FT, N FEDERAL HWY & RTN CRV AREA R/WS) & LT 21 (LESS N 22.10 FT, ELY 2.5 FT & N FEDERAL HWY R/W) IN OR10163P685 BLK 2

Owner Information

Owners	Mailing address
ECKOLS 76 LTD & ECKOLS 86 LTD	2400 NW BOCA RATON BLVD BOCA RATON FL 33431 6647

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-1997	$150,000	10163 / 00685	WARRANTY DEED	ECKOLS 76 LTD &
FEB-1994	$100	08131 / 00348	CERT OF TITLE	
JAN-1971	$32,000	01940 / 00331		

Exemption Information

No Exemption information available

Property Information

Number of Units	0
*Total Square Feet	1980
Acres	0.1509
Use Code	1100 - STORES
Zoning	C4 - General Commercial (08-BOYNTON BEACH)

Appraisals

Tax Year	2019 P	2018	2017
Improvement Value	$113,488	$113,087	$112,779
Land Value	$134,459	$130,514	$124,268
Total Market Value	$247,947	$243,601	$237,047

P = Preliminary

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2019 P	2018	2017
Assessed Value	$247,947	$243,601	$228,313
Exemption Amount	$0	$0	$0
Taxable Value	$247,947	$243,601	$228,313

Taxes

Tax Year	2019 P	2018	2017
Ad Valorem	$5,358	$5,131	$4,934
Non Ad Valorem	$927	$925	$935
Total tax	$6,285	$6,056	$5,869

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail

Location Address	1101 N FEDERAL HWY
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-21-32-008-0010
Subdivision	LAKE ADD TO BOYNTON
Official Records Book	30338 Page 940
Sale Date	DEC-2018
Legal Description	LAKE ADD TO BOYNTON LT 1 BLK A

Owner Information

Owners	Mailing address
HO KAREN	9174 CHIANTI CT
HO WING &	BOYNTON BEACH FL 33472 2459

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2018	$10	30338 / 00940	QUIT CLAIM	HO WING &
AUG-2012	$40,000	25434 / 00464	WARRANTY DEED	HO BENJAMIN L
JUN-2012	$10	25295 / 01462	WARRANTY DEED	HEARTWOOD 57 LLC
MAR-2012	$60,100	25053 / 01300	CERT OF TITLE	BANKATLANTIC
AUG-2004	$10	17517 / 00088	QUIT CLAIM	HITE PETER &
APR-2004	$165,000	17039 / 00990	WARRANTY DEED	HITE PETER
MAR-2004	$10	17039 / 00989	QUIT CLAIM	EXANTUS ROSE E
MAR-2002	$10	13523 / 00248	QUIT CLAIM	EXANTUS ROSE E
DEC-1999	$110,000	11548 / 00669	WARRANTY DEED	EXANTUS MATHIEU P
MAR-1998	$30,000	10406 / 01428	QUIT CLAIM	AARON BENJAMIN
DEC-1983	$35,000	04133 / 01873	WARRANTY DEED	

Exemption Information

No Exemption information available

Property Information

Number of Units	0
*Total Square Feet	2460
Acres	0.1067
Use Code	1100 - STORES
Zoning	C4 – General Commercial (08-BOYNTON BEACH)

Appraisals

Tax Year	2019 P	2018	2017
Improvement Value	$2,931	$2,638	$2,677
Land Value	$95,072	$92,283	$87,866
Total Market Value	$98,003	$94,921	$90,543

P = Preliminary *All values are as of January 1st each year*

Assessed and Taxable Values

Tax Year	2019 P	2018	2017
Assessed Value	$98,003	$94,921	$87,190
Exemption Amount	$0	$0	$0
Taxable Value	$98,003	$94,921	$87,190

Taxes

Tax Year	2019 P	2018	2017
Ad Valorem	$2,118	$1,999	$1,884
Non Ad Valorem	$1,151	$1,149	$1,161
Total tax	$3,269	$3,148	$3,045

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail

Location Address	301 W BOYNTON BEACH BLVD
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-21-07-001-1790
Subdivision	BOYNTON HILLS IN
Official Records Book	06069 Page 1448
Sale Date	JAN-1989
Legal Description	BOYNTON HILLS LT 179 (LESS S 10 FT RD R/W) & LT 180 BLK A

Owner Information

Owners	Mailing address
GO JEANNE	801 NE 76TH ST
GO KA HOCK D &	BOCA RATON FL 33487 1736

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
JAN-1989	$137,500	06069 / 01448	WARRANTY DEED	GO KA HOCK D &
APR-1987	$95,000	05231 / 00317	WARRANTY DEED	
JAN-1979	$100,000	03092 / 01625		

Exemption Information

No Exemption information available

Property Information

Number of Units	0
*Total Square Feet	1716
Acres	0.2139
Use Code	1900 - PROF OFFICES
Zoning	C2 - Neighborhood Commercial (08-BOYNTON BEACH)

Appraisals

Tax Year	2019 P	2018	2017
Improvement Value	$99,651	$105,162	$101,137
Land Value	$111,152	$107,891	$102,767
Total Market Value	$210,803	$213,053	$203,904

P = Preliminary

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2019 P	2018	2017
Assessed Value	$210,803	$213,053	$203,904
Exemption Amount	$0	$0	$0
Taxable Value	$210,803	$213,053	$203,904

Taxes

Tax Year	2019 P	2018	2017
Ad Valorem	$4,555	$4,487	$4,354
Non Ad Valorem	$803	$801	$810
Total tax	$5,358	$5,288	$5,164

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Property Detail

Location Address	504 NW 12TH AVE
Municipality	BOYNTON BEACH
Parcel Control Number	08-43-45-21-14-000-3940
Subdivision	CHERRY HILLS
Official Records Book	15129 Page 174
Sale Date	MAR-2003
Legal Description	CHERRY HILLS LTS 394 & 395

Owner Information

Owners	Mailing address
LAURORE IVA C	PO BOX 278944
LAURORE RENAN &	MIRAMAR FL 33027 8944

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2003	$93,000	15129 / 00174	WARRANTY DEED	LAURORE RENAN &
JAN-2003	$75,500	14755 / 00083	WARRANTY DEED	ZIVKOVIC ROBERT
DEC-2002	$56,000	14502 / 00762	WARRANTY DEED	AMERICAN RESIDENTIAL MARKETING INC
NOV-2002	$46,500	14569 / 01064	WARRANTY DEED	DREAMBIG INVESTMENT GROUP INC
JUN-1993	$100	07830 / 00943	QUIT CLAIM	
FEB-1987	$127,000	05200 / 01525	WARRANTY DEED	
JUL-1986	$130,000	04958 / 00427	WARRANTY DEED	

Exemption Information

No Exemption information available

Property Information

Number of Units	3
*Total Square Feet	3040
Acres	0.1148
Use Code	0800 - MULTIFAMILY < 10 UNITS
Zoning	R2 - Duplex (08-BOYNTON BEACH)

Appraisals

Tax Year	2019 P	2018	2017
Improvement Value	$12,165	$11,030	$13,236
Land Value	$21,420	$21,450	$19,500
Total Market Value	$33,585	$32,480	$32,736

P = Preliminary

All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2019 P	2018	2017
Assessed Value	$33,585	$32,480	$29,674
Exemption Amount	$0	$0	$0
Taxable Value	$33,585	$32,480	$29,674

Taxes

Tax Year	2019 P	2018	2017
Ad Valorem	$726	$684	$654
Non Ad Valorem	$1,116	$1,115	$880
Total tax	$1,842	$1,799	$1,534

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-035 - SECOND READING - Approve Ordinance establishing regulations regarding the posting of underage drinking signs.

EXPLANATION OF REQUEST:
Concerned Citizens have proposed that the City Commission adopt the proposed Ordinance which is intended to increase awareness of State prohibitions regarding the sale of alcohol to minors.

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

FISCAL IMPACT: None

ALTERNATIVES: Not adopt the Code amendment.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance Point of Purchase Signage

ORDINANCE 19-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF BOYNTON BEACH, CHAPTER 3, ALCOHOLIC BEVERAGES, ESTABLISHING REGULATIONS REGARDING THE POSTING OF UNDERAGE DRINKING SIGNS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida's Municipal Home Rule Powers Act, Chapter 166, *Florida Statutes*, the City of Boynton Beach may exercise any power for a municipal purpose unless otherwise expressly prohibited; and

WHEREAS, the City Commission of the City of Boynton Beach finds that underage drinking and the service of alcoholic beverages to minors is a problem in the City of Boynton Beach; and

WHEREAS, medical studies and highway statistics note serious health risks and adverse effects associated with consumption of alcoholic beverages by minors; and

WHEREAS, the general public should be informed regarding the law prohibiting service of alcoholic beverages to minors; and

WHEREAS, the general public should be informed regarding the penalties associated with the sale or provision of alcoholic beverages to minors; and

WHEREAS, the posting of signs with such information by vendors and certain other dispensers of alcoholic beverages warning of the prohibition against and the penalties associated with the sale or provision of alcoholic beverages to minors will make the public aware of the possible consequences of providing alcoholic beverages to underage minors; and

WHEREAS, the Palm Beach County Substance Awareness Coalition has endorsed the posting of these types of signs as an effective measure to generate awareness and deterrence of the provision of alcoholic beverages to underage minors; and

WHEREAS, the City Commission of the City of Boynton Beach finds that it will serve the public health, safety and welfare of the citizens of the City of Boynton Beach to inform the public as to penalties associated with selling alcohol to minors.

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 hereby finds that underage drinking and the service of alcoholic beverages to minors is a problem in the City of Boynton Beach and that medical studies and highway statistics note serious health risks and adverse effects associated with consumption of alcoholic beverages by minors. The Commission further declares and finds that the general public should be informed regarding the law prohibiting service of alcoholic beverages to minors and the penalties associated with the sale or provision of alcoholic beverages to minors and that the posting of signs with such information by vendors and certain other dispensers of alcoholic beverages warning of the prohibition against and the penalties associated with the sale or provision of alcoholic beverages to minors will make the public aware of the possible consequences of providing alcoholic beverages to underage minors. The Commission further finds that the Palm Beach County Substance Awareness Coalition has endorsed the posting of these types of signs as an effective measure to generate awareness and deterrence of the provision of alcoholic beverages to underage minors. Accordingly, the Commission finds that it will serve the public health, safety and welfare of the citizens of the City of Boynton Beach to inform the public as to penalties associated with selling alcohol to minors.

SECTION 3: The Code of Ordinances of the City of Boynton Beach at Chapter 3, Alcoholic Beverages, Section 3-1, Definitions, is hereby amended to add the following definitions. All other provisions of Section 3-1 shall remain unchanged.

Sec. 3-1. – Definitions.

****

Business establishment includes, but is not limited to, any place of business or any club, organization, person, firm, corporation or partnership, such as: a golf club; country club; veteran's fraternal or benevolent organization; grocery store; drug store; nightclub; bottle club; cocktail bar; hotel bar; tavern; bona fide restaurant; restaurant bar; grill; filling station; convenience store; package store; or any other building; structure or location or portion thereof, wherein one person directly or indirectly pays another for purchase or dispensing of an alcoholic beverage.

****

Conspicuously posted means clearly visible, easily readable and immediately apparent upon viewing.

***

Dispense means storing, handling, apportionment, preparation, gift, distribution, or serving, directly or indirectly, of any amount of an alcoholic beverage to or for any person by any officer, owner, operator, lessee, or employee of a business establishment. For purpose of this definition, permitting or allowing any person to carry alcoholic beverages on the premises of any business establishment to be consumed thereon shall constitute the "dispensing" of such beverages.

***

Minor means any individual under the legal drinking age as set forth in F.S. §§ 562.11 and 562.111, as may be amended or replaced.

***

Person means an individual, person, firm, joint venture, partnership, corporation, estate, trust, business trust, syndicate, fiduciary, association, and all other groups or combinations.

***

Sale means any transfer of an alcoholic beverage for consideration, or any gift of any alcoholic beverage in connection with or as a part of a transfer of any property or product for consideration.

Vendor of alcoholic beverages means any person who owns or operates a business establishment which sells or dispenses any alcoholic beverages for consumption on or off the premises.

SECTION 4: The Code of Ordinances of the City of Boynton Beach at Chapter 3, Alcoholic Beverages, Section 3-5, Possession or consumption prohibited, is hereby amended to add subsections (c) and (d) which shall read as shown below. All other provisions of Section 3-5 shall remain unchanged.

Sec. 3-5. – Possession or consumption prohibited

****

c) All persons who own or operate a business establishment in the city which sells or dispenses alcoholic beverages for consumption on or off the premises shall conspicuously post a notice within said business establishment in such a place where alcoholic beverages are either displayed, purchased, or consumed. Such notice shall comply with the requirements of this section. Failure to post such required notice pursuant to the requirements of this section shall constitute a violation of this ordinance. This restriction shall not apply to:

1. A bona fide restaurant without a restaurant bar. Such places of business shall conspicuously post a notice within said business establishment in such a place where it will be visible to all employees of said business.

d) Required notice shall consist of one or more signs or notices, each of which is not less than ninety-three square inches (8-1/2" x 11"), with at least 30-point type, which contains the following information, clearly discernable by persons to whom alcoholic beverages may be sold or dispensed:

1. It is unlawful to purchase alcohol if you are under 21 years of age.

2. It is unlawful to sell or dispense alcohol to persons under 21 years of age, unless exempt pursuant to sections 562.11 or 562.13, Florida Statutes.

~~3. The penalties associated with the sale or dispensing of alcoholic beverages to persons under 21 years of age include imprisonment in county jail for a period of up to 60 days, a fine up to $500, or both.~~

~~4.~~3. A telephone number to report those who are in violation of the law. Such telephone numbers may include but are not limited to:

a. 211 Palm Beach County;

b. 561-650-6840 – Division of Alcoholic Beverages and Tobacco.

c. 1-877 MEANS 21 (877-632-6721)

SECTION 5: Authority is hereby granted to codify the text amendments set forth in Sections 2 through 4 of this Ordinance.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: Should any section or provision of this Ordinance or any portion, 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 8: This Ordinance shall take effect in accordance with law.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____

VOTE _____

ATTEST:

_____

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-036 - SECOND READING - PUBLIC HEARING - Approve the change in qualifying dates for candidates for the March 17, 2020 municipal election.

EXPLANATION OF REQUEST:
The Palm Beach County Supervisor of Elections (SOE), has asked all municipalities to change their Candidate Qualifying dates in order to comply with Florida Statutes 101.062(4)(a)&(b) which requires mailing of Vote by Mail Ballots 45 days prior to a General Election to military and overseas voters and 35 to 28 days prior to the election for all other Vote by Mail ballots. Municipal Elections are considered General Elections.

The election management system used by the SOE Office only allows all municipal elections to be entered at one time. Therefore, if our candidates names are not available to be printed on the Vote by Mail ballots and sent 45 days prior to the election due to our qualifying dates, all municipalities will be out of compliance with Florida law.

The City's qualifying period is set forth in Article III, Section 40 of the City Charter. Sections 100.3605 and 166.021, Florida Statutes, provide that qualifying dates in a municipal charter may be amended without a referendum.
The new qualifying period for the March 17, 2020 election would be from noon on Tuesday, November 26, 2019 to noon on Tuesday, December 10, 2019. Following the March 17, 2020 election and any subsequent runoff election, the qualifying period for the City's elections will thereafter comply with the City's Charter.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The conduct of municipal elections is a state mandate to conduct the business of the City.

FISCAL IMPACT:
The Supervisor of Elections could refuse to offer services to the City of Boynton Beach. Another source for equipment and processing of votes would have to be obtained.

ALTERNATIVES: Do not change the qualifying dates and place all municipalities out of compliance with State statutes and risk the Palm Beach County SOE Office refusing to assist with our elections.

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
🗋	Ordinance	Ordinance amending qualifying dates for 2020 Election

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING QUALIFYING DATES SET FORTH IN ARTICLE III, SECTION 40 OF THE CITY'S CHARTER TO AMEND THE DATES FOR QUALIFYING FOR THE MARCH 17, 2020 CITY ELECTION ONLY PURSUANT TO SECTIONS 100.3605 AND 166.021, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 40 of the City' Charter provides for a qualifying period for the City's General Municipal Elections to be from the last Tuesday in January to the First Tuesday in February of the year in which the election is to be held; and,

WHEREAS, the Palm Beach County Supervisor of Elections has advised all municipalities in Palm Beach County that in order for her to comply with legal timelines for ballots for the statewide elections, all municipal qualifying periods must occur earlier than the dates set forth in the City's Charter; and,

WHEREAS, Section 100.3605, Florida Statutes, provides authority for municipalities to move their election and qualifying dates without referendum; and,

WHEREAS, Section 166.021(4), Florida Statutes, exempts changes to qualifying dates from the referendum requirement for amending a municipal charter; and,

WHEREAS, pursuant to Sections 100.3605 and 166.021(4), Florida Statutes, the qualifying period for City General Municipal Election to be held on March 17, 2020 shall be amended, and shall be from noon on Tuesday, November 26, 2019 to noon on Tuesday, December 10, 2019.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The City Commission hereby amends the qualifying period for the City's 2020 General Election scheduled to be held on Tuesday, March 17, 2020 as follows:

(a) Qualifying period for Candidates will be from noon on Tuesday, November 26, 2019 to noon on Tuesday, December 10, 2019.~~Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City clerk no sooner than noon on the first Tuesday of January, nor later than noon on the second Tuesday in January, of the year in which the election is to be held except for those years in which the first Tuesday in January is January 1, and in those years any resident of the City who wishes to become a candidate for a Commission member seat shall qualify with the City clerk no sooner than noon on the second Tuesday of January, nor later than noon on the third Tuesday in January in those years in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first Friday after the close of qualifying.~~

Section 3. ~~Article III, entitled "Municipal Court," Section 40 entitled "Call by Mayor, publication of proclamation; qualification of candidates, filing by candidates with City Clerk; notification of Supervisor of Elections" is hereby deemed amended as provided in Section 2 herein above, and reads as follows:~~

~~All general and special elections, unless otherwise provided in this Act, shall be called by resolution adopted by the City Commission, and in conformance with applicable state law,~~

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

~~and published in a newspaper of general circulation in the City of Boynton Beach, Florida, once a week for two (2) consecutive weeks, and such election that may be held upon such notice.~~

~~Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City clerk no sooner than noon on the first Tuesday of January, nor later than noon on the second Tuesday in January, of the year in which the election is to be held except for those years in which the first Tuesday in January is January 1, and in those years any resident of the City who wishes to become a candidate for a Commission member seat shall qualify with the City clerk no sooner than noon on the second Tuesday of January, nor later than noon on the third Tuesday in January in those years in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first Friday after the close of qualifying.~~ Nothing herein is intended to create a permanent change to the City's charter. Following the March 17, 2020 election and any subsequent runoff election, the qualifying period for Boynton Beach Municipal elections shall thereafter comply with the City's Charter.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. This Ordinance shall take effect immediately upon its adoption.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE 19-037 - FIRST READING - Approval of an Ordinance of the city commission of the city of Boynton amending chapter 18, pensions and retirement, of the code of ordinances to create a new article xi, “deferred retirement option plan” providing for uniform deferred retirement option plan benefits for all city employees; amending conflicting provision of drop benefits contained in the general employee, fire and police pension plans; providing for delayed implementation to accommodate collective bargaining or waiver of bargaining.

EXPLANATION OF REQUEST: Create one DROP Ordinance for all employee groups.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Maintain DROP program with more sustainable interest payments.

FISCAL IMPACT: Pension plan will not have to fund a guarantee of 7% interest on DROP funds for affected employees/retirees.

ALTERNATIVES:
Maintain status quo.
Modify terms and present for bargaining.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving consolidation of DROP Plans

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON AMENDING CHAPTER 18, PENSIONS AND RETIREMENT, OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE XI, "DEFERRED RETIREMENT OPTION PLAN" PROVIDING FOR UNIFORM DEFERRED RETIREMENT OPTION PLAN BENEFITS FOR ALL CITY EMPLOYEES; AMENDING CONFLICTING PROVISION OF DROP BENEFITS CONTAINED IN THE GENERAL EMPLOYEE, FIRE AND POLICE PENSION PLANS; PROVIDING FOR DELAYED IMPLEMENTATION TO ACCOMMODATE COLLECTIVE BARGAINING OR WAIVER OF BARGAINING; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission to reform City employee retirement benefits to achieve, to the extent allowed by law, a sustainable uniform level of retirement benefits for current and future City employees; and

WHEREAS, employees of the City and their respective unions have promoted a deferred retirement option plan as a cost neutral retirement benefit which allows an employee to accumulate a substantial retirement nest egg, payable at time of separation from service, by providing an investment tool that has the potential to earn interest at a rate well in excess of traditional savings and money market rates of return; and

WHEREAS, there currently exist deferred retirement drop plans with different provision for general employees, fire/rescue employees, and police employees; and

WHEREAS, the City Commission desires to create a uniform deferred retirement option plan for all City employees without regard to the nature of their job position so as to demonstrate the City Commission's commitment to equal retirement security of all City employees.

NOW THEREFORE, THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH HEREBY ENACTS THE CITY'S CONSOLIDATED DEFERRED RETIREMENT OPTION PLAN AS FOLLOWS:

Section 1 A new section 18-300 of Article XI of Chapter 18 of the Code of Ordinances is created as follows.

Article XI DEFERRED RETIREMENT OPTION PLAN.

Section 18-300 Creation of Consolidated Deferred Retirement Option Plan

A. A City employee deferred retirement option plan ("DROP") is hereby created, amending, implementation, all conflicting provisions in existing DROP plans for general employees, police officer employees, and fire/rescue employees.

B. Employees who reach eligibility for normal service retirement in the employee's retirement plan may elect to enter DROP.

C. An Employee may elect to participate in the Deferred Retirement Option Plan ("DROP") provided they make the election no later than 30 days after reaching their normal retirement date. Notwithstanding the foregoing, upon enactment of this Ordinance employees who have reached normal retirement date and did not enter DROP may make their initial election to participate in the DROP no later than ninety (90) days after the implementation date of this ordinance.

D. An election to participate in the DROP plan is irrevocable.

E. Employees may elect to participate by submitting an election to enter DROP to the City's Human Resource Department ("Department") on a form available from the Department for that purpose. On receipt of the election to enter DROP the Department will notify the administrator of the pension plan in which the employee participates.

F. Participation in the DROP must be exercised within the first 30 years of combined credited service (25 for law enforcement officers).

G. An employee shall not participate in the DROP for more than five years.

H. Upon an employee's election to participate in the DROP, the employee shall cease to be an employee of the retirement plan and is precluded from accruing any additional benefit under the Pension Fund. For all fund purposes, the employee becomes a retiree[1]. The amount of credited service and final average salary freeze as of the date of entry into the DROP.

I. Accumulated, unused sick (over 120 hours) and vacation leave (over 120 hours) shall be deemed cashed out and included in the compensation calculation; provided however, that a minimum balance of 120 hours of sick leave and 120 hours of vacation leave shall

[1] The term retiree and employee herein are synonymous for employees who elect to enter DROP.

be maintained by the employee and excluded from this calculation. The retained leave balance, including any additions, shall be paid to the employee at the conclusion of DROP participation and separation from service.

J. DROP plan account shall be established for each employee who elects to participate. These are not actual accounts but nominal accounts and balances are kept as a bookkeeping process.

K. Payment shall be made into the employee's DROP account as if the employee had retired from the employ of the city. Payments into the DROP will be made monthly over the period the employee participates in the DROP, up to a maximum of 60 months or, pursuant to 401(A)(9) of the Internal Revenue Code payments age 70.5, whichever occurs first.

L. An employee's participation in the DROP shall terminate at the end of five years and the employee shall separate from City employment. Upon entering into the DROP, an employee shall file with the Board a binding non-revocable letter of resignation from city employment. The binding letter of resignation shall establish a deferred termination date in accordance with the limitations of this DROP which may be amended if an employee wished to separate from employment earlier than the deferred termination date.

M. All interest shall be credited to the employee's DROP account less any outstanding loan balances on a quarterly basis with quarterly statements provided. In the event that a employee dies while in the DROP, interest shall be pro-rated to the last business day of the month preceding the death of the employee.

N. During the period of the employee's participation in the DROP plan, the employee's normal retirement benefit shall be accounted for and paid into the employee's DROP plan account.

O. The employee's DROP plan account shall be invested with the retirement plan assets and credited with interest equal to the overall net (earning less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in

the DROP plan. Notwithstanding Fund performance, the crediting rate will be no less than 0% and no more than 8%.

P. At the conclusion of the retiree's participation in the DROP plan, and as a condition of participating in such plan, the retiree will continue retirement and terminate City employment. The retiree will thereafter receive a normal monthly retirement benefit at the same rate as previously calculated upon entry into the DROP but the monthly amount will be paid to the retiree and no longer accounted for in the DROP plan account. If the employee does not terminate participation in the DROP plan at the end of the sixty (60) month maximum participation period, no earnings will be credited on the DROP balance and no further DROP deposits will be made.

Q. No amount can be paid from the retirement plan until the DROP employee terminates employment.

R. Upon termination, the retiree's DROP plan account will thereafter be distributed to the retiree in a cash lump sum, which can be rolled over or paid in cash unless the retiree elects an alternative distribution (a/k/a rollover). Direct rollover may be accomplished by any reasonable means determined by the Pension Board.

S. If a retiree dies before distribution of the retiree's DROP plan account commences, the account balance shall be distributed paid to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.

T. Distribution of an employee's DROP plan account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within but in no event later that 45 days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP plan, no further earnings will be credited on the DROP balance.

U. Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9) e.g., payments must commence by age 70½.

Section 2 Following implementation as hereinafter described, all existing City deferred retirement option plans, to the extent they conflict with the uniform terms of DROP

established herein are deemed amended conform with this Ordinance. Non-conflicting provision of existing DROP provisions will survive adoption of this Ordinance.

Section 3. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article", or such other word or phrase in order to accomplish such intention.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. Copies of this Ordinance and the actuarial impact statement regarding the proposed plan changes set forth herein shall be furnished to the State of Florida Division of Retirement before the last public hearing on the pension plan modifications described herein is held. The actuarial statement must also indicate whether the proposed plan or proposed plan change is in compliance with s. 14, Art. X of the State Constitution and those provisions of part VII of chapter 112, Chapter 185 Florida Statutes, and Chapter 175 Florida Statutes.

Section 7. This Ordinance shall become effective immediately upon its passage and adoption. Implementation these consolidated provision for DROP benefits shall occur as follows:

A. For non- bargaining unit employees: January 1, 2020.
B. For SEIU employees: January 1, 2020 or the date of ratification of a collective bargaining agreement incorporating a reference to this Ordinance or the date of a waiver of bargaining over the terms of this Ordinance, whichever occurs first.

C. For PBA employees: October 1, 2019 or the date of ratification of a collective bargaining agreement or MOU/CBA amendment incorporating a reference to this Ordinance or the date of a waiver of bargaining over the terms of this Ordinance, whichever occurs first.

D. For IAFF employees: January 1, 2020 or the date of ratification of a collective bargaining agreement or MOU/CBA amendment incorporating a reference to this Ordinance or the date of a waiver of bargaining over the terms of this Ordinance, whichever occurs first.

FIRST READING THIS ___ October, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson , MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
Quarterly Census updates by Laura Lansburgh, Marketing Manager:

December 17, 2019
March 17, 2020

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 10/1/2019

REQUESTED ACTION BY COMMISSION:
City Commission to discuss special event permit policy for Sara Sims Park - **October 15, 2019**

EXPLANATION OF REQUEST:

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

FISCAL IMPACT: Non-budgeted No impact.

ALTERNATIVES: Do not share the information about park usage.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Park Use Policy

Park Use Policy

The City's park system consists of 29 public green spaces providing a wide range of user options. Some have specific intended uses. Memorial, Barton and a portion of Sara Sims Park are the City's cemeteries. Crowder Dog Park provides a fenced in area at which dogs can be off leash. Little League Park is used primarily by the East Boynton Beach Little League baseball program. Oyer Park provides access to the ocean and Pioneer Canal Park access to fresh water bodies and both include boat ramps. Palmetto Greens Linear Park is part of the City's greenway. Ed Harmening Arbor, Heritage, Dewey and Kiwanis/Sierra are considered urban/open civic spaces and intended to provide small, gathering, green spaces for passive use. One of the most popular is Oceanfront Park, which is the City's beach.

Neighborhood parks are the basic unit of the City's park system, and intended to serve as the recreational and social focus of each neighborhood in which they are located. They generally provide space for both passive and active recreational uses. Most include playgrounds, and amenities such a tennis and volleyball courts, pavilions, athletic fields and walking trails. Examples of neighborhood parks include Betty Thomas, Galaxy, Meadows, Pence, and Laurel Hills Parks.

Although not all inclusive, the following is a summary of the City ordinances, rules and guidelines that have been established to help ensure the harmonious use of our parks.

Ordinances and Guidelines:

Sec. 16-19. Hours and activity fees.

The Director shall establish hours that the park or beach shall be open for public use as may be deemed reasonable and such opening and closing time shall be posted for public information.

The City Commission may by resolution establish activity fees for specific activities within any city developed or undeveloped park.

Sec. 16-20. Interference with permittees.

No person at any beach or park shall disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit.

Sec. 16-21. Showing of permits upon request.

Every person at a beach or park shall produce and exhibit any permit from the Director he or she claims to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.

Sec. 16-22. Enforcement of regulations.

(a) The Director and park or beach attendants shall, in connection with their duties imposed by law, diligently enforce the provisions of this article. The Director and any park attendant shall have the authority to eject from the park or beach any person acting in violation of this article, and shall have the authority to seize and confiscate any property, thing or device in the park or beach used in violation of this article. Administrative authority is hereby granted to the City

Manager and/or his or her designee to designate and post specific areas in city parks as “Quiet Zones.”

(b) Penalties for violation of this section shall be pursuant to the City Code of Ordinances Chapter 1, General Provisions, Article 1, Section 1-6.

Sec. 16-23. Permit required to erect structure or run utility.

It shall be unlawful for any person to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across any beach or park, except on special written permit issued hereunder.

Sec. 16-24. Removal of sand or soil, shrubs, trees, etc.

It shall be unlawful for any person to dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down-timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency upon any beach or park within the city.

Sec. 16-25. Damaging trees, plants, grass.

It shall be unlawful for any person to damage, cut, carve, or transplant any tree or plant or injure the bark, or pick the flowers or seeds of any tree or plant in any beach or park. Nor shall any person attach any rope, wire or other contrivance to any tree or plant. No person shall dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any beach or park.

Sec. 16-26. Pollution of waters.

It shall be unlawful for any person to throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or beach, or tributary stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

Sec. 16-27. Structures to afford open view; guy wires, braces prohibited.

It shall be unlawful for any person to erect, maintain, use or occupy on or in any beach or bathing area any tent, shelter or structure of any kind unless there shall be an unobstructed view into said tent, shelter or structure from at least two (2) sides; nor shall any guy wire, rope or extension or exterior brace or support be connected or fastened from any such structure to any other structure, stake, rock or other object outside thereof.

Sec. 16-28. Bounce houses.

The use of "bounce houses" and other inflatable playground equipment is prohibited at city-owned property unless the company operating the equipment has received prior approval from the city's Recreation and Parks Director, or their designee, to operate such equipment. The notice of approval shall be posted at the location the equipment is installed during the time that the equipment is being operated in order to allow the appropriate city representative to verify that the operator received prior approval from the city. Any equipment installed on city-owned property without prior approval shall be immediately deflated and/or disconnected by the authorized city representative. The provisions of this section shall be enforced by the city's code

enforcement officers, as well as the city's law enforcement officers. Regulations regarding the placement, use, insurance, and supervision requirements shall be developed and published by the city's Recreation and Parks Department.

Sec. 16-38. Alcoholic beverages permitted only at designated places; sale; drunkenness.

No person shall drink nor possess alcoholic beverages at any time at any beach or park except at specifically designated recreation centers pursuant to a Facility/Field Use Application, or at a beach or park pursuant to a Special Event Permit issued by the city. The sale or possession of alcoholic beverages by a concessionaire, or pursuant to a Special Event Permit or a Facility/Field Use Application, will be subject to the strict regulation and control of the Director. Sales of alcoholic beverages shall be served for consumption on the immediate premises. No person shall become drunk or be under the influence of intoxicating beverages. The City Commission may approve of certain holidays whereby the prohibition on consuming or possessing alcohol at the beach or a park is waived.

Sec. 16-39. Animals prohibited.

No person shall have, or be permitted to have, any dog or other domestic animals on any designated beach or park area at any time whether muzzled, leashed or not, except as authorized in Section 4-33. Animals used by law enforcement or service animals, trained to aid persons with disabilities, shall be exempt from this section.

Well behaved leashed dogs are allowed at Boynton Lakes, Intracoastal, Dewey and Jaycee Parks.

Sec. 16-40. Fireworks or explosives.

No person at any park or beach shall bring in or have in his or her possession, or set off or otherwise cause to explode or discharge or burn, any firecracker, torpedo, rocket or other fireworks or explosives or inflammable materials, or discharge them or throw them into any such area from land or highway adjacent thereto. This prohibition includes any substance, compound, mixture or article that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints.

Sec. 16-41. Use of facilities provided for opposite sex.

No person at any park or beach shall occupy any seat or bench, or enter into or loiter or remain in any pavilion or other park structure or section thereof which may be reserved and designated by the Director for the use of the opposite sex. Exception is made for children under four (4) years of age.

Sec. 16-42. Soliciting prohibited.

It shall be unlawful at any beach or park for any person to solicit alms or contributions for any public or private purpose.

Sec. 16-43. Fires, permitted only in designated areas; dropping inflammable material.

No person shall build or attempt to build a fire except in such areas and under such regulations as may be designated by the Director. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park area or on any highway, road or street abutting or contiguous thereto.

Sec. 16-44. Gambling.

Gambling, or the participation therein or the abetting thereof, is prohibited at any beach or park.

Sec. 16-45. Entering, using closed area.

No person shall enter an area on a beach or park posted as "Closed to the Public" nor shall any person use or abut the use of any area in violation of posted notices.

Sec. 16-46. Sleeping, lounging; disorderly conduct generally.

No person shall at any beach or park sleep or protractedly lounge on the seats or benches or other areas, or engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace.

Sec. 16-47. Cooperation in keeping rest rooms clean.

It shall be unlawful for any person to fail to cooperate in maintaining rest rooms and washrooms in a neat and sanitary condition.

Sec. 16-48. Climbing trees; standing or sitting on fixtures.

It shall be unlawful for any person to climb any tree, or walk, stand or sit upon monuments, vases, fountains, railings, fences or gun carriages or upon any other property on any beach or park which is not designated or customarily used for such purposes.

Sec. 16-49. Refuse and trash.

It shall be unlawful for any person to bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash on any beach or park. No such refuse or trash shall be placed in any waters in or contiguous to any park or beach, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park or beach by the person responsible for its presence and properly disposed of elsewhere.

Sec. 16-50. Swimmers to conform to regulations.

It shall be unlawful for any person in a park or beach to swim, bathe, or wade in any waters or waterways in or adjacent to any park or beach, except in such waters and at such places and during such hours as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted. Nor shall any person frequent any waters or places customarily designated for the purpose of swimming or bathing, or congregate thereat when such activity is prohibited by the Director upon a finding that such use of the water would be dangerous or otherwise inadvisable.

Sec. 16-51. Undeveloped park sites.

Undeveloped park sites are not open for recreational use unless the use, and the portion of the site where it may occur, is specifically posted.

Sec. 16-52. Dressing and undressing.

No person shall dress or undress on any beach or in any vehicle, toilet or other place except in such bathing houses or structures as may be provided for that purpose.

Sec. 16-54. Place for picnics; regulation authorized.

It shall be unlawful for any person to picnic or lunch on any beach or park in a place other than those designated for that purpose. Attendants shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

Sec. 16-55. Use of fireplaces and picnic areas.

The use of the individual fireplaces together with tables and benches follows generally the rule of "first come, first served."

No person shall use any portion of the picnic areas or of any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded.

Sec. 16-56. Duties when leaving picnic area.

No person shall leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

Sec. 16-57. Camping.

No person shall camp in any park in other than permanent cabins for organized camping, provided by the Director and used by groups of persons under adequate supervision. No person shall set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house trailer, camp trailer, camper, camp wagon or the like.

Sec. 16-58. Games allowed only in designated areas.

No person shall take part in or abet the playing of any games involving thrown or other propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, baseball and quoits is prohibited except on the fields and courts or areas provided therefor. Roller skating shall be confined to those areas specifically designated for such pastime.

Sec. 16-59. Overnight boat docking prohibited.

It shall be unlawful for any persons to camp overnight on the grounds of Harvey E. Oyer, Jr. Park or to dock their boats on the shorelines or ramp area of said Harvey E. Oyer, Jr. Park either overnight or on a permanent docking basis.

Pavilion Rental Rules & Regulations:

1. Permitting/Pavilion Usage (Sec 16-20; Sec 16-21)

    a. Any damage to City property or excess garbage requiring City support staff may result in loss of deposit and/or additional charges to applicant.
    b. Pavilion/Field Users must have permit on hand at all times
    c. Interference with Authorized Activities. No person or group shall interfere with any recreational activities or event authorized by the Recreation & Parks Department.
    d. Ground fires are prohibited in all park areas.
    e. No person in any park or recreation area shall distribute any handbill, circular, booklet, leaflet, flyer, card, and pamphlet, written or printed matter without a permit.
    f. No person shall conduct or participate in any public meeting, assemblies, entertainment, tournaments, religious gatherings, demonstrations, parades, processions or meetings on any subject, religious, social, political, or otherwise in any park or recreation facility unless a special event permit has been issued.
    g. Tents/Canopies (Sec 16-27)
    h. Inflatables/Bounce Houses (Sec 16-28)
    i. Vendor/Vendor Activities/Caterers/Vendor Approved List (Sec 16-38)

Athletic Field Rentals:

1. Field use by permit only for organized activities (practice, games, admission, payment for activity) prohibited unless approved
   Playgrounds, green space, and walkways are not permitted for exclusive use & cannot be blocked.

Special Events:

A permit is required for an event or any temporary activity, gathering or group of persons, animals or vehicles having a common purpose, design or goal that is to occur on any City-owned, City-controlled, commercial, or private property that has an overt impact on the ordinary and normal use by the general public where the event substantially inhibits the usual flow of pedestrian or vehicular traffic. Special Events shall include, but are not limited to, festivals, fundraisers, exhibitions, musical performances, parades, fair, show, carnival, rally, party, motorcade, street dance, bike-a-thon, race, walks, athletic event or other attended entertainment or celebration that:

(1) Require street closings or detours such that the usual flow of pedestrians or vehicular traffic is inhibited; or
(2) Utilize City property above normal usage; or
(3) Are intended to or likely to attract substantial crowds; or

(4) Are unlike the customary or usual activities generally associated with the property specifically permitted by the City's zoning code (Land Development Regulations (LDR), Chapter 3, Article IV, Use Regulations); or
(5) Require the use of City resources, financial or otherwise, in excess of the City's normal day to day operations; or
(6) Utilize parking spaces or open areas of private property in a manner other than that for which they were intended and approved for; or
(7) Any additional criteria as deemed by the Recreation & Parks Director.