

The City of **Boynton Beach**



City Commission Agenda

Tuesday, March 21, 2017, 5:00 PM

Commission Chambers

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

Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)

Vice Mayor Mack McCray (District II)

Commissioner Justin Katz (District I)

Commissioner Christina L. Romelus (District III)

Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager

James Cherof, City Attorney

Judith A. Pyle, City Clerk

MISSION

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

America's Gateway to the Gulfstream



www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

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

THE AGENDA:

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

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

SPEAKING AT COMMISSION MEETINGS:

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

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

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

ADDRESSING THE COMMISSION:

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

DECORUM:

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

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

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

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

CLOSED-DOOR SESSSION on March 21, 2017 commencing at 5 pm in City Hall, pursuant to Section 286.011(8), Florida Statutes, for a private attorney-client session of the City Commission to discuss pending litigation in the following case:

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

Invocation

Pledge of Allegiance to the Flag led by Commissioner Joe Casello

Swearing In - Commissioner District IV - Joe Casello

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

- A. Announce Career Expo at Carolyn Sims Center, Thursday, March 23, 2017 from 8:30 a.m. - 12:00 p.m. sponsored by the CRA, City of Boynton Beach and CareerSource.
- B. Announcement by Recreation & Parks Director, Wally Majors, of the Concert on the Green that will be held April 22, at The Links of Boynton Beach, from 5 - 7 p.m..
- C. The joint City Commission/CRA Workshop for six month update on 2016 strategic plan that was scheduled at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017 is going to be re-scheduled and the date will be announced as soon as it is re-scheduled.
- D. Announce the April 3rd Mayor's Town Hall Meeting on Monday, April 3, 2017. The meeting will begin at 6:00 p.m. and take place at Bay Bay's Chicken & Waffles located at 326 Congress Avenue in the Oakwood Square Shopping Center.
- E. Proclamation for Run Off Election to be held on March 28th, 2017 between James "Jim" DeVoursney and Mack McCray for one Commissioner in District II.
- F. Proclaim March as American Red Cross Month
- G. Proclaim April 5, 2017 as Arbor Day
- H. Presentation of Certificate to City Commission by Dr. Alina Alonso, Director of Florida Department

of Health in Palm Beach County, recognizing the City of Boynton Beach as a Healthiest Weight Community Champion.

- I. Boynton Beach Fire Rescue Department and the members of the Boynton Beach Professional Firefighters IAFF Local 1891 check presentation of the funds raised in the annual "Fill the Boot" charity fund raising event for the Muscular Dystrophy Association.

4. PUBLIC AUDIENCE

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

5. ADMINISTRATIVE

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

Arts Commission: 1 Alt

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

Library Bd: 2 Alts

Recreation & Parks Bd: 2 Alts

Senior Advisory Bd: 1 Reg and 2 Alts

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

- A. **PROPOSED RESOLUTION NO. R17-027** - Authorize the execution of a fourth amendment to the lease agreement for telecommunications tower site with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless to sublease to American Tower Corporation and to allow four (4) additional five-year terms, thereby extending the lease agreement 20 years to June 17, 2041 for the existing telecommunications tower at 415 NE 4th Street.
- B. **PROPOSED RESOLUTION NO. R17-028** - Authorize the City Manager to sign individual agreements with four (4) firms as a result of RFQ No.: 067-2821-16/TP for Professional Survey and Mapping Services, individual task orders for projects will be issued and submitted to the Commission for approval in accordance with the City's Purchasing policies and procedures.
- C. Approve reduction of a Bond, in the form of a Letter of Credit, by the amount of \$445,502.40 for the completion of the clearing and grubbing and the completion of the paving, grading, and drainage improvements in association with the Aspen Glen project.
- D. Legal expenses - February 2017 - Information at the request of the Commission. No action required.
- E. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the four (4) month period ended January 31, 2017.
- F. Accept the written report to the Commission for purchases over \$10,000 for the month of February 2017.
- G. Approve the minutes from the Regular City Commission meeting held on March 6, 2017.

7. BIDS AND PURCHASES OVER \$100,000

- A. **PROPOSED RESOLUTION NO. R17-029** - Award the Bid for "Self-Contained Breathing Apparatus (SCBA) for Boynton Beach Fire Rescue", Bid No. 017-2210-17/JMA to Municipal

Emergency Services, Inc. (MES) of Pinellas Park, FL in the amount of \$744,600, and authorize the City Manager to sign a Master Equipment Lease Purchase Agreement with Community Leasing Partners.

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. 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. 17-008 - FIRST READING** - Approve Ocean One rezoning from Central Business District (CBD) to Mixed Use High Intensity (MU-H) District with a proposed two-phase master plan for a total of 358 multi-family rental units, 12,075 square feet of commercial retail space and a 120-room hotel.
- B. **PROPOSED ORDINANCE NO. 17-009 - FIRST READING** - Approve request for abandonment of a portion of right-of-way of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with request for new site plan approval for the Ocean One mixed-use project. Applicant: Davis Camalier / Ocean One Boynton, LLC.
- C. Approve requests for a Community Design Appeal of 1) Chapter 3, Article III, Section 5.C., "Build-to-line", which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of approximately 19 feet; and 2) Chapter 4, Article III, Section 6.F., "Off-Street Parking Area Standards", which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. Applicant: Davis Camalier / Ocean One Boynton, LLC. ***THIS ITEM IS ADVERTISED FOR THIS MEETING BUT SHOULD BE TABLED TO APRIL 4, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION TAKEN ON THE CORRESPONDING REZONING AND ABANDONMENT ITEMS.***
- D. Approve request for a New Site Plan for multi-family residential (rental apartments) consisting of 231 dwelling units within an eight (8)-story building, retail space, and associated recreational amenities and parking on 1.93 acres. Property located at 114 N. Federal Highway. Applicant: Davis Camalier / Ocean One Boynton, LLC. ***THIS ITEM IS ADVERTISED FOR THIS MEETING BUT SHOULD BE TABLED TO APRIL 4, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION TAKEN ON THE CORRESPONDING REZONING AND ABANDONMENT ITEMS.***

10. CITY MANAGER'S REPORT

- A. Discuss Budget Workshop times for July 17-19, 2017.

11. UNFINISHED BUSINESS

- A. Consider additional research conducted by staff and provide direction relative to the addition of zoning regulations that would allow medical offices as accessory uses to a residential development.

12. NEW BUSINESS

- A. Authorize reimbursement of \$50,000 general fund dollars to U.S. Department of Housing and Urban Development in association with Community Development Block Grant Activities as a result of 2011 HUD audit.
- B. Approve the request of Mayor Steven B. Grant to distribute \$250 of his Community Support Funds to Women's Circle, a non-profit organization.
- C. Approve the expenditure from Commissioner Casello's Community Support Funds of \$1,000 to

support the GBCD Entrepreneurship Institute programs.

13. LEGAL

- A. Discussion and direction regarding scope of Medical Marijuana Treatment Center zoning and use regulations

14. FUTURE AGENDA ITEMS

- A. Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA). - April 4, 2017
- B. Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program. - April 4, 2017
- C. Appoint a City Commission representative and alternate to the Metropolitan Planning Organization. - April 4, 2017
- D. Appoint a City Commission representative and alternate to the Palm Beach County League of Cities. - April 4, 2017
- E. Consider adopting a Chronic Nuisance Ordinance. - April 2017
- F. Discuss cancelling the July 4th City Commission meeting - April 4, 2017
- G. Monthly Departmental Presentations:

Communications/Marketing - April 18, 2017
- H. Recommend vendor as result of Request for Proposal for Pension Benefit Consultant - April 18, 2017

15. 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: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

CLOSED-DOOR SESSSION on March 21, 2017 commencing at 5 pm in City Hall, pursuant to Section 286.011(8), Florida Statutes, for a private attorney-client session of the City Commission to discuss pending litigation in the following case:

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

Invocation

Pledge of Allegiance to the Flag led by Commissioner Joe Casello

Swearing In - Commissioner District IV - Joe Casello

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/14/2017 - 3:47 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

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

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/14/2017 - 3:47 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Announce Career Expo at Carolyn Sims Center, Thursday, March 23, 2017 from 8:30 a.m. - 12:00 p.m. sponsored by the CRA, City of Boynton Beach and CareerSource.

EXPLANATION OF REQUEST:

The CRA, CareerSource and the City will host a Career Expo on March 23rd at the Carolyn Sims Center.

Local Businesses will be invited to come market employment opportunities at the Expo. Businesses interested in participating will need to register by contacting the CRA or Michael Corbit at mcorbit@careersourcepbcc.com.

The Expo is being advertised through flyers, local churches/organizations, veteran organizations, events calendar, social media, email blasts and expo signs.

The opening of the event from 8:30 a.m. - 9:00 a.m. will be reserved for Veterans only allowing them first priority speaking to businesses. From 9:00 a.m. - 12:00 p.m. the Expo will be opened to the general public.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/6/2017 - 5:21 PM
Finance	Howard, Tim	Approved	3/7/2017 - 4:41 PM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 9:43 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Announcement by Recreation & Parks Director, Wally Majors, of the Concert on the Green that will be held April 22, at The Links of Boynton Beach, from 5 - 7 p.m..

EXPLANATION OF REQUEST: The Concert on the Green will feature a concert by the Fabulons, additional activities include nature tours, food and kids activities.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will provide an exciting family activity that will help promote The Links.

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: Do not make the announcement

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Recreation & Parks	Pyle, Judith	Approved	3/14/2017 - 2:45 PM
Finance	Howard, Tim	Approved	3/14/2017 - 3:25 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:57 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

The joint City Commission/CRA Workshop for six month update on 2016 strategic plan that was scheduled at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017 is going to be re-scheduled and the date will be announced as soon as it is re-scheduled.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/7/2017 - 4:42 PM
Finance	Howard, Tim	Approved	3/7/2017 - 4:42 PM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 9:59 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Announce the April 3rd Mayor's Town Hall Meeting on Monday, April 3, 2017. The meeting will begin at 6:00 p.m. and take place at Bay Bay's Chicken & Waffles located at 326 Congress Avenue in the Oakwood Square Shopping Center.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not make the announcement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Howard, Tim	Approved	3/15/2017 - 5:17 PM
Finance	Howard, Tim	Approved	3/15/2017 - 5:17 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 10:01 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Proclamation for Run Off Election to be held on March 28th, 2017 between James "Jim" DeVoursney and Mack McCray for one Commissioner in District II.

EXPLANATION OF REQUEST: On March 14th, 2017 an election was held in District II between three candidates. None of the three candidates received the required 50% plus one majority vote requiring a run off election between the candidates receiving the two highest number of votes.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Another election in District II will require the use of five city-owned facilities as polling locations.

FISCAL IMPACT: Budgeted

There will associated costs for cleaning and utilities for the use of the facilities. The estimate costs for a run-off elections is as follows:

Poll workers	\$4500
Ballots	626
SOE Exps	3000
Election Ads	4000
Equip Del.	886
TOTAL Est.	\$13,012

ALTERNATIVES: Find alternate locations for polling sites.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/16/2017 - 3:46 PM
Finance	Howard, Tim	Approved	3/16/2017 - 3:48 PM
City Manager	Howard, Tim	Approved	3/17/2017 - 11:42 AM

PROCLAMATION

I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim that a Run-off Election will be held in the City of Boynton Beach, Palm Beach County, Florida, on the 28th day of March 2017 to elect the one Commissioner from District 2 to serve a three-year term expiring in March 2020.

The voting hours are between 7:00 a.m. and 7:00 p.m. on said date. Polling places are hereby designated as follows:

PRECINCT 3188	CHRIST FELLOWSHIP CHURCH 801 N. CONGRESS AVE.
PRECINCT 3190	IMAGINE SCHOOLS CHANCELLOR CAMPUS 3333 HIGH RIDGE RD.
PRECINCT 4024	HARVEY E. OYER JR. PARK U S 1 AND NE 21ST AVE
PRECINCT 7178	EZELL HESTER COMMUNITY CENTER 1901 NORTH SEACREST BLVD.
PRECINCT 7180	ST JOHN MISSIONARY BAPTIST CHURCH 900 NORTH SEACREST BLVD.
PRECINCT 7182	CAROLYN SIMS CENTER 225 NW 12 TH AVENUE
PRECINCT 7184	ST. JOHN MISSIONARY BAPTIST CHURCH 900 NORTH SEACREST BLVD.

CITY OF BOYNTON BEACH

STEVEN B. GRANT, MAYOR

ATTEST:

JUDITH A PYLE, CMC
CITY CLERK

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Proclaim March as American Red Cross Month

EXPLANATION OF REQUEST:

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

The American Red Cross, through its strong network of volunteers, donors and partners, is always there in times of need. We aspire to turn compassion into action so that...

all people affected by disaster across the country and around the world receive care, shelter and hope;

our communities are ready and prepared for disasters;

everyone in our country has access to safe, lifesaving blood and blood products;

all members of our armed services and their families find support and comfort whenever needed; and

in an emergency, there are always trained individuals nearby, ready to use their Red Cross skills to save lives.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No

FISCAL IMPACT: None

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
 Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/14/2017 - 2:46 PM
Finance	Howard, Tim	Approved	3/14/2017 - 3:25 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:58 AM

Proclamation

In the City of Boynton Beach, we have a long history of helping our neighbors in need. American Red Cross Month is a special time to recognize and thank our heroes – those Red Cross volunteers and donors who give of their time and resources to help community members.

These heroes help families find shelter after a home fire. They give blood to help trauma victims and cancer patients. They deliver comfort items to military members in the hospital. They use their lifesaving skills to save someone from a heart attack, drowning or choking. They enable children around the globe to be vaccinated against measles and rubella.

The American Red Cross depends on local heroes to deliver help and hope during a disaster. We applaud our heroes here in the City of Boynton Beach who gives of themselves to assist their neighbors when they need a helping hand.

Across the country and around the world, the American Red Cross responds to disasters big and small. In fact, every eight minutes the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected. It collects nearly 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

Now, therefore, I, Steven B. Grant, by virtue of the authority vested in me as Mayor of the City of Boynton Beach, Florida, hereby proclaim the month of March 2017 as:

American Red Cross Month

and urge all citizens to support this organization's noble humanitarian mission down the street, across the country and around the world

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 21st day of March, Two Thousand Seventeen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Proclaim April 5, 2017 as Arbor Day

EXPLANATION OF REQUEST: Approve and present Proclamation for Arbor Day Celebration.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? An Arbor Day celebration will be held on April 5th, 2017 at Intracoastal Park starting at 9:30 am. Congress Middle School students and the Boynton Beach Garden Club will be planting royal Poinciana and live oak trees. It will build awareness of the importance of trees, improve the environment while enhancing the park.

FISCAL IMPACT: Budgeted Funding is budgeted thru the Forestry and Grounds account number 001-2730-572-52-26 in the amount of \$1,400 for trees and staking materials.

ALTERNATIVES: This celebration is necessary as one of the requirements of being Tree City USA. This will be the City's 34th year of planting trees for Arbor Day. The Proclamation gives recognition of Arbor Day.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Proclamation - Arbor Day

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Livergood, Jeffrey	Approved	3/13/2017 - 11:17 AM

Finance
City Manager

Howard, Tim
LaVerriere, Lori

Approved
Approved

3/13/2017 - 11:43 AM
3/17/2017 - 9:58 AM

Proclamation

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Steven Grant, by virtue of the authority vested in me as Mayor of the City of Boynton Beach, Florida, hereby proclaim April 5, 2017 as:

ARBOR DAY

in the City of Boynton Beach, and I urge all citizens to support efforts to protect our trees and woodlands and to support our City's urban forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida to be affixed this 21st day of March, Two Thousand Seventeen.

Steven Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Presentation of Certificate to City Commission by Dr. Alina Alonso, Director of Florida Department of Health in Palm Beach County, recognizing the City of Boynton Beach as a Healthiest Weight Community Champion.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Oldbury, Julie	Approved	3/13/2017 - 8:43 AM
Finance	Howard, Tim	Approved	3/13/2017 - 10:23 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:55 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Boynton Beach Fire Rescue Department and the members of the Boynton Beach Professional Firefighters IAFF Local 1891 check presentation of the funds raised in the annual "Fill the Boot" charity fund raising event for the Muscular Dystrophy Association.

EXPLANATION OF REQUEST:

Boynton Beach Fire Rescue and Local 1891 participated in the annual "Fill the Boot" fund raising event for MDA. We are presenting the funds raised by the Fire Department from the generous residents and visitors of this community during the February "Boot Drive." The donation represents many hours of dedicated work by the members of the fire department to help find a cure for muscular dystrophy.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Fire	Joseph, Glenn	Approved	3/14/2017 - 2:02 PM
Finance	Howard, Tim	Approved	3/14/2017 - 2:34 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:59 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

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

Arts Commission: 1 Alt
Building Board of Adjustments & Appeals: 1 Reg and 2 Alts
Library Bd: 2 Alts
Recreation & Parks Bd: 2 Alts
Senior Advisory Bd: 1 Reg and 2 Alts

EXPLANATION OF REQUEST: The attached list contains the names of those who have applied for vacancies on the various Advisory Boards. A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

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

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type

Description

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/14/2017 - 3:47 PM

APPOINTMENTS AND APPLICANTS FOR MARCH 21, 2017

Arts Commission

I	Katz	Alt	1 yr term to 12/17 Tabled (2)
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Applicants

None

Building Board of Adjustments and Appeals

III	Romelus	Reg	3 yr term to 12/19 Tabled (2)
IV	Casello	Alt	1 yr term to 12/17 Tabled (2)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (2)

Applicants

None

Library Board

II	McCray	Alt	1 yr term to 12/17 Tabled (2)
III	Romelus	Alt	1 yr term to 12/17 Tabled (2)

Applicants

None

Recreation & Parks Board

IV	Casello	Alt	1 yr term to 12/17 Tabled (2)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (2)

Applicants

None

Senior Advisory Board

II	McCray	Reg	2 yr term to 12/18 Tabled (2)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (3)
I	Katz	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R17-027** - Authorize the execution of a fourth amendment to the lease agreement for telecommunications tower site with Verizon Wireless Personal Communications LP d/b/a Verizon Wireless to sublease to American Tower Corporation and to allow four (4) additional five-year terms, thereby extending the lease agreement 20 years to June 17, 2041 for the existing telecommunications tower at 415 NE 4th Street.

EXPLANATION OF REQUEST:

The subject property has been leased from the City by Primeco Personal Communications LP (and later Verizon) since June, 1996 for a telecommunications tower on the City's former Animal Shelter location near the northwest corner of Federal Highway and Boynton Beach Boulevard (Resolution R96-84). The original lease was for five (5) years with a renewal option for four (4) additional five-year periods, extending the lease to June 17, 2021. The first three lease amendments were addendums to the original lease that clarified details and were signed between August and October 1996. American Tower on behalf of Verizon Wireless requests a fourth amendment to the lease agreement to: (1) allow a sublease to American Tower, and (2) provide for additional renewal terms beyond the original terms, which would extend the lease another 20 years to June 17, 2041.

A current survey of the overall site, leased ground area, and associated easements (ingress/egress, utility), including detailed legal descriptions of each are included in this amendment, updating and replacing the exhibits from the 1996 lease agreement.

Verizon is the only carrier currently located on the 150 foot monopole tower and their existing ground lease area of 400 square feet will not increase in size.

The proposed fourth amendment has been reviewed by the City's Tower Siting Review Team, and has been revised to the satisfaction of both parties including the City Attorney. The lease is non-terminable by the City except for default when Tenant fails to cure following notice.

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

FISCAL IMPACT:

Currently rent is paid on an annual basis, the last annual payment that was made on May 23, 2016 was for \$19,117.85 for the time period June 12, 2016 to June 11, 2017. This increased from \$18,051.08 for the last 5 year term and the \$19,117.85 will be the annual rent for the last term .

In addition to extending the lease term to 2041, the proposed lease amendment increases the annual rent escalation. The rent would be increased annually by five percent (5%) over the annual rent that was in affect for the previous year beginning on June 18, 2021 (at the start of the new terms).

Rent under the current lease for last year ending June 17, 2021 will be \$19,117.85. Rent for year beginning June 18, 2021 with the 5% escalation clause would be \$20,073.74, then increases 5% per year through June 17, 2041. Future rent for this lease (period covering from 2021 to 2041) would generate a total of \$663,757.45 for the City.

To increase future revenue for the City, the proposed amendment includes a new clause that would require any future co-locators on the tower to have a separate lease agreement with the City.

In consideration for amending the agreement Tenant agrees to pay the City a lump sum of \$20,000 within 60 days of full execution of the amendment by both parties. In addition, an application fee of \$1,500 for this lease revision was paid to the City at the time of the application submittal in July, 2016.

ALTERNATIVES: Not approved (which could result in additional tower sites), or not approve the lease amendment as proposed.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving 4th Amendment to Lease Agreement
<input type="checkbox"/> Amendment	Proposed Amendment & Exhibits
<input type="checkbox"/> Amendment	Third Lease Amendment
<input type="checkbox"/> Amendment	Second Lease Amendment
<input type="checkbox"/> Amendment	First Lease Amendment
<input type="checkbox"/> Attachment	Original Lease

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Rumpf, Michael	Approved	2/28/2017 - 10:24 AM
Finance	Howard, Tim	Approved	3/10/2017 - 2:08 PM
Legal	Swanson, Lynn	Approved	3/13/2017 - 2:07 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:53 AM

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3 A RESOLUTION OF THE CITY OF BOYNTON BEACH,
4 FLORIDA, AUTHORIZING AND DIRECTING THE
5 MAYOR AND CITY CLERK TO SIGN A FOURTH
6 AMENDMENT TO GROUND LEASE AGREEMENT
7 BETWEEN THE CITY OF BOYNTON BEACH AND
8 VERIZON WIRELESS PERSONAL COMMUNICATIONS
9 LP D/B/A VERIZON WIRELESS; AND PROVIDING AN
10 EFFECTIVE DATE.

14 **WHEREAS**, Verizon Wireless Personal Communications LP d/b/a Verizon Wireless,
15 is requesting a Fourth Amendment to the Ground Lease approved in June, 1996, to allow a
16 sublease to American Tower and provide for additional renewal terms beyond the original
17 terms which would extend the lease another 20 years to June 17, 2041 for the existing
18 telecommunications tower at 415 NE 4th Street; and

19 **WHEREAS**, upon recommendation of staff, the City Commission has determined that
20 it is in the best interests of the residents of the City to execute a Fourth Amendment to
21 Ground Lease Agreement between the City of Boynton Beach and Verizon Wireless Personal
22 Communications LP d/b/a Verizon Wireless; and

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

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

28 Section 2: The City Commission of the City of Boynton Beach, Florida does
29 hereby authorize and direct the Mayor and City Clerk to sign a Fourth Amendment to Ground

30 Lease Agreement between the City of Boynton Beach and Verizon Wireless Personal
31 Communications LP d/b/a Verizon Wireless, a copy of which Fourth Amendment is attached
32 hereto as Exhibit "A".

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

34

35 **PASSED AND ADOPTED** this ____ day of _____, 2017.

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CITY OF BOYNTON BEACH, FLORIDA

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YES NO

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Mayor – Steven B. Grant

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Vice Mayor – Mack McCray

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Commissioner – Justin Katz

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Commissioner – Christina L. Romelus

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Commissioner – Joe Casello

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VOTE

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54 ATTEST:

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Judith A. Pyle, CMC

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City Clerk

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(Corporate Seal)

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Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexandra A. Nichols, Esq.
ATC Site No: 412268
ATC Site Name: Boynton Beach FL
Assessor's Parcel No(s):

Prior Recorded Lease Reference:

ORB 9418, Page 516
Document No: 96-302708
State of Florida
County of Palm Beach

FOURTH AMENDMENT TO GROUND LEASE AGREEMENT

THIS FOURTH AMENDMENT TO GROUND LEASE AGREEMENT (this "Amendment") dated as of the latter of the signature dates below (the "Effective Date") by and between **CITY OF BOYNTON BEACH** ("City"), a Florida municipal corporation and **Verizon Wireless Personal Communications LP d/b/a Verizon Wireless** ("Tenant"), (City and Tenant, collectively, the "Parties").

WITNESSETH:

WHEREAS, City owns that certain real property located in Palm Beach County, Florida as further described on **Exhibit A**, attached hereto and by this reference made a part hereof (the "Parent Parcel"); and

WHEREAS, City and Tenant's predecessor-in-interest, Primeco Personal Communications, LP, entered into that certain Lease Agreement dated August 12, 1996 (the "Lease"), as adopted by the City on June 18, 1996 by that certain Resolution No. R96-84 and recorded in ORB 9418 PG 516-528 on August 30, 1996, as amended by that certain Addendum to PCS Site Agreement dated August 19, 1996 (the "First Amendment"), that certain Addendum to Agreement Between City of Boynton Beach and Primeco Personal Communications dated August 15, 1996 (the "Second Amendment"), and that certain Modification of Lease Agreement for Telecommunication Tower Site dated October 18, 1996 (the "Third Amendment"; the Lease, as amended, collectively, the "Agreement"), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Agreement (such portion of the Parent Parcel so leased along

with such portion of the Parent Parcel so affected, collectively, the “Site”), which Site is described on Exhibit B, attached hereto and by this reference made a part hereof; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company (“American Tower”), pursuant to which American Tower manages, operates and maintains, the Site, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the “POA”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Tenant is requesting City’s consent to sublease to American Tower; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement has an initial term and renewal terms that will expire on June 17, 2021 (the “Original Term”), and City and Tenant desire to enter into this Amendment in order to amend the Agreement to, among other things, provide for additional renewal terms beyond the Original Term.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct in all respects and are hereby made a part of this Amendment for all purposes.

2. **Status of Parties/Estoppel**. All parties acknowledge that, to the best of its knowledge, the Parties have complied in all material respects with the obligations under the Agreement occurring on or prior to the Effective Date and that, to the best of its knowledge, the Parties are not in default under the terms of the Agreement.

3. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

4. **Initial Term Commencement Date**. The Parties hereby ratify and affirm that, notwithstanding anything to the contrary in the Agreement, the commencement date for the Initial Term of the Agreement was June 18, 1996. Tenant shall have the option to extend the Agreement for each of four (4) additional five (5) year renewal terms (each a “New Renewal Term” and, collectively, the “New Renewal Terms”). The first New Renewal Term shall commence simultaneously with the expiration of the Agreement. Notwithstanding anything to the contrary contained in the Agreement, any New Renewal Terms shall automatically renew unless Tenant notifies City that Tenant elects not to renew the Agreement not less than sixty

(60) days prior to the expiration of the then current term. Subject to the terms, provisions, and conditions of the Agreement, and assuming the exercise by Tenant of all New Renewal Terms, the final expiration date of the Agreement would be June 17, 2041.

5. **Default.** City shall be able to terminate the Agreement only in the event of a default by Tenant, which default is not cured within: (a) ten (10) business days of Tenant's receipt of written notice of a monetary default; or (b) sixty (60) days of Tenant's receipt of written notice of a non-monetary default, provided, however, in the event that Tenant has diligently commenced to cure a non-monetary default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure.

6. **Legal Description; Survey.** The Parties hereby agree that the correct legal descriptions for the Parent Parcel, Site and the non-exclusive ingress and egress and utility easements leased by Tenant are as shown on **Exhibit C**, attached hereto and by this reference made a part hereof. The Parties agree and acknowledge that such description of the Parent Parcel and Site in the Agreement is hereby superseded and replaced in its entirety as of the Effective Date with the description of the Parent Parcel and Site set forth in Exhibits A and B, respectively. In the event of inconsistency or discrepancy between the description of the Parent Parcel or Site set forth in Exhibits A and B and the description of the Parent Parcel or Site in the Agreement, Exhibits A and B shall control.

7. **Rent.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Agreement (the "Rent") shall continue in full force and effect through June 17, 2021. Effective June 18, 2021 and on each successive annual anniversary thereof, Rent shall increase by an amount equal to five percent (5%) of the Rent then in effect.

8. **Section 2.01.** The following is hereby added to the end of Section 2.01 of the Lease:

"CITY shall respond to such request for consent within twenty (20) days of receipt. If CITY does not respond within the aforementioned twenty (20)-day period, CITY's approval shall be deemed granted."

9. **Section 2.11.** The following is hereby added to the end of Section 2.11 of the Lease:

"The third party, at the third party's expense, shall submit to TENANT the following: (a) detailed site plans and plans and specifications setting forth the proposed antennas and other equipment, the height and location of such antennas and other equipment, and the constructions, installation, and other work to be performed on the tower and Property; (b) structural analysis of the tower addressing the installation of additional antennas and other equipment on the tower by the third party and demonstrating that the installation of such antennas and equipment will not exceed the load

capacity of the tower; and (c) a list of all frequencies currently or anticipated to be licensed or assigned to the third party by the FCC. The third party shall not install any equipment or commence any work on the tower or the Property until TENANT approves, in writing, the third party's site plans, plans and specifications, structural analysis, and frequencies, such approval to be given in TENANT's reasonable discretion. If TENANT does not approve the third party's site plans, plans and specifications, structural analysis or frequencies, the CITY may not sublicense the tower or Property to such third party. The third party's use of the tower shall be limited to the antennas and other equipment and frequencies approved and agreed upon in advance by TENANT. The third party's installation, use and occupancy of the tower and Property shall be in compliance with all present and future laws, regulations and requirements of all federal state and local authorities, including, without limitation, the FCC. The third party shall assume all risks in connection with the installation, operation, maintenance, repair, replacement, and removal of the third party's antennas and other equipment located on the Property and the tower. The third party shall maintain commercial general liability insurance insuring against liability for personal injury, death, or damage to personal property arising out of the use of the tower or Property by the third party. Such insurance shall provide coverage in an amount of not less than one million dollars (\$1,000,000.00) for bodily injury or death to any one (1) or more persons and in an amount not less than one million dollars (\$1,000,000.00) for property damage and shall include a contractual liability endorsement naming TENANT as an additional insured on such policies. All insurance policies shall provide for thirty (30) days' written notice to TENANT prior to cancellation. Certificates of such policies shall be delivered to TENANT prior to the installation of the third party's equipment. Further, the third party shall reimburse TENANT for any damage to the tower, TENANT's equipment, or equipment of TENANT's sublessees, and shall be required to indemnify and hold TENANT harmless from any and all liability, claims, demands, actions, losses, damages, orders, judgments, and any and all costs and expenses including, without limitation, reasonable attorney's fees and costs, arising from or incurred in connection with the claims for injury to persons or property caused by the act or omission of such third party or its respective agents, contractors, or employees including, without limitation, the use of the tower, Property, or third party's equipment or the breach of any contractual obligation to CITY or TENANT. The third party's right to use the tower or Property shall not be assignable. TENANT shall have the right to have a representative present during the installation of the third party's antennas and other equipment. The third party's installation of the third party's antennas and other equipment on the tower and the Property shall be performed on dates and at times and within time frames approved by TENANT in writing and shall not interrupt or interfere with the operation of TENANT's communication system or equipment unless

TENANT agrees to such interruption or interference in writing. Owner hereby irrevocably appoints TENANT as CITY's attorney in fact, coupled with an interest to enforce any sublicense provisions against a third party."

10. **Consent.** To the extent any such consent is required by the Agreement, City hereby consents to: (i) the sublease between Tenant and American Tower; and (ii) the lease-back from American Tower to Tenant for use of portions of the Site.

11. **Development.** In the event the City elects to develop the Property, the City and the Tenant agree to negotiate in good faith an amendment to the Agreement to provide for the replacement/modification of Tenant's improvements that will permit the redevelopment of the Property.

12. **City and Tenant Acknowledgments.** Except as modified herein, the Agreement and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Agreement. To the extent Tenant needed consent and/or approval from City for any of Tenant's activities at and uses of the site prior to the Effective Date, City's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

13. **Notice.** The Parties hereby replace any notice address for Tenant under the Agreement with the following:

TENANT: American Tower
Attn: Land Management
Re: ATC Site No. 412268 – 415 NE 4th St
10 Presidential Way
Woburn, MA 01801

with a copy to: American Tower
Attn: Legal Department
Re: ATC Site No. # 412268 – 415 NE 4th St
116 Huntington Ave.
Boston, MA 02116

14. **Subleasing.** Tenant and American Tower have the right to sublet or assign its rights under the Agreement, as hereby amended, to (a) third party telecommunications facility user(s) without notice to or consent from City, provided however that any such assignment, sublease, or co-location agreement shall be subject to the approval of a separate ground lease between the City and the third party telecommunications facility user(s) for ground space outside of the Property. City shall be entitled to receive one-hundred percent (100%) of the rent derived from any ground lease between City and the third party telecommunications user(s), provided however that City shall not share or otherwise be entitled to receive any rent, revenues, payments, compensation or monies received and/or derived from the sublease, assignment, or co-location agreement between Tenant and/or American Tower and the third

party telecommunications facility user(s) for spaced on the monopole/telecommunication tower leased to any such third party by Tenant and/or American Tower.

15. **Amendment Consideration.** In consideration for amending the Agreement, Tenant agrees to pay City the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) within sixty (60) days of the Effective Date of this Amendment.

16. **Representations, Warranties and Covenants of City.** City represents, warrants and covenants to Tenant that: (i) to the extent applicable, City is duly organized, validly existing, and in good standing in the jurisdiction in which City was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) City has the full power and authority to enter into and perform its obligations under this Amendment and, to the extent applicable, the person(s) executing this Amendment on behalf of City, have the authority to enter into and deliver this Amendment on behalf of City; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by City of this Amendment; (iv) City is the sole owner of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Agreement, as amended and modified by this Amendment. The representations and warranties of City made in this Section shall survive the execution and delivery of this Amendment. City hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

17. **IRS Form W-9.** City agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event City's property on which the Site is located is transferred, the succeeding City shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new City. City's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

18. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

19. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. In the event of any inconsistencies between the Agreement and this Amendment, this Amendment shall control.

20. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

21. **Entire Agreement.** The Agreement (as amended by this Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Amendment.

22. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

23. **Recordation.** Tenant and City agree that a copy of this Amendment (or a Memorandum thereof) shall be recorded in the public records of Palm Beach County, Florida upon execution of this Amendment. The cost for recordation shall be paid by Tenant.

24. **Governing Law, Jurisdiction and Venue.** The Agreement, as hereby amended, shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida. Tenant represents and agrees that it is familiar with all laws, ordinances and regulations. The Agreement, as hereby amended, shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the State of Florida. Venue for any action arising from or related to the Agreement, as hereby amended, shall be brought in a court of competent jurisdiction in Palm Beach County, Florida, or the closest court of competent jurisdiction thereto.

25. **Sovereign Immunity.** City is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement, as hereby amended, is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, as hereby amended, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure City of the limitation from liability provided to the State's subdivisions by state law.

26. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall City or Tenant be liable to the other for, and City and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

27. **Tenant's Securitization Rights; Estoppel.** City hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security Interest") in Tenant's interest in this Agreement, as hereby amended, and all of Tenant's property and fixtures attached to and lying within the Site

and further consents to the exercise by Tenant's mortgagee ("Tenant's Mortgagee") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. City shall recognize the holder of any such Security Interest of which City is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. City further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

ATTEST:

CITY OF BOYNTON BEACH
a Florida municipal corporation

By: _____
_____, City Clerk

By: _____
_____, Mayor

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Office of the City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: _____

Print Name: _____

**Verizon Wireless Personal
Communications LP d/b/a Verizon Wireless**

By: ATC Sequoia LLC
a Delaware limited liability company
Title: Attorney-in-Fact

By: _____
Name: _____
Title: _____
Date: _____

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

PARENT PARCEL

Lots 4, 5, and 6. Block 6, Robert Addition to Town of Boynton, according to the Plat thereof as recorded in Plat Book 1, Page 51 of the public records of Palm Beach County, Florida. Address 415 NE 4th Street, Boynton Beach, Florida. Property Control Number: 08-43-45-21-26-006-0040. Containing 0.5159 acre

EXHIBIT B

SITE

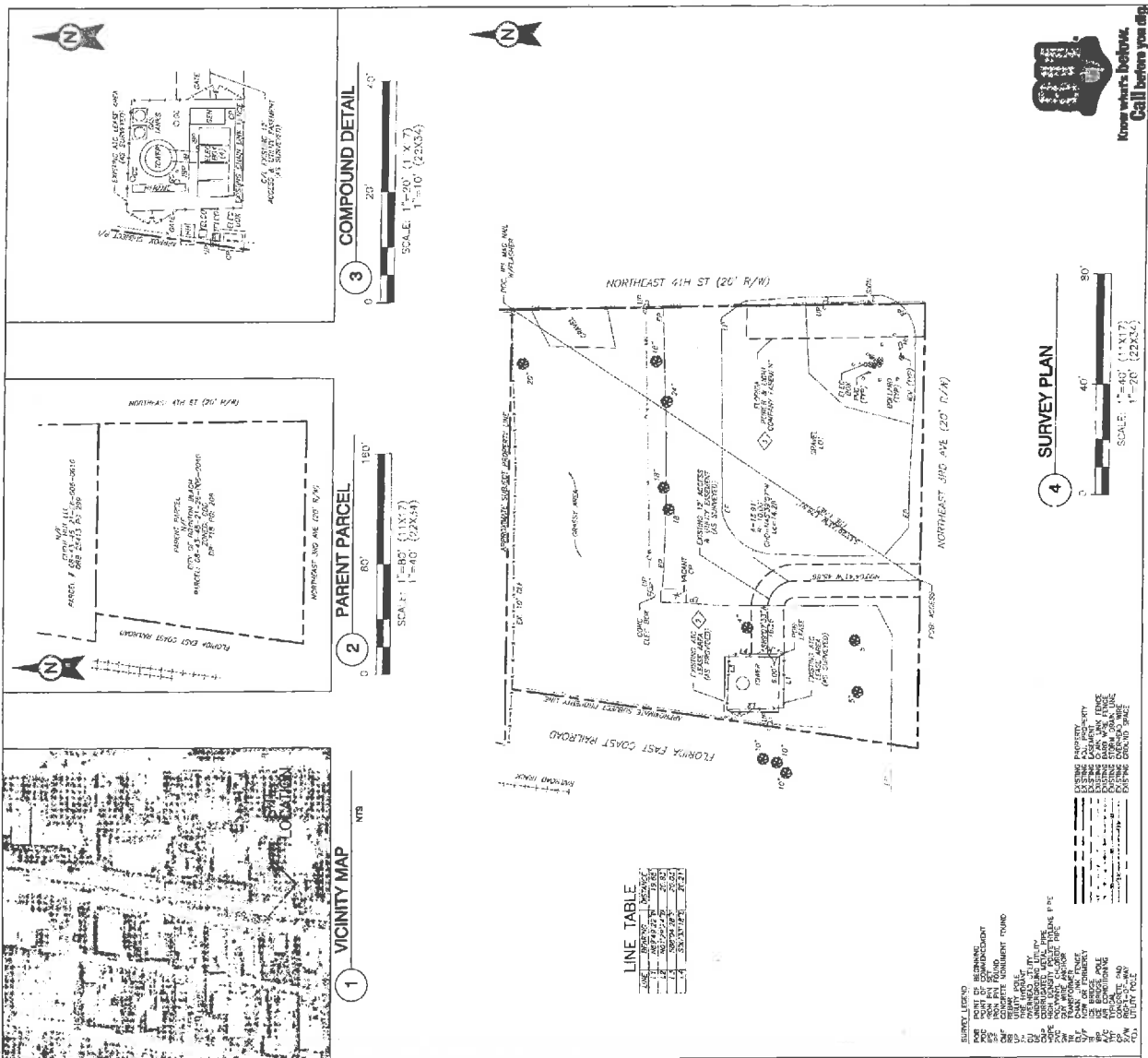
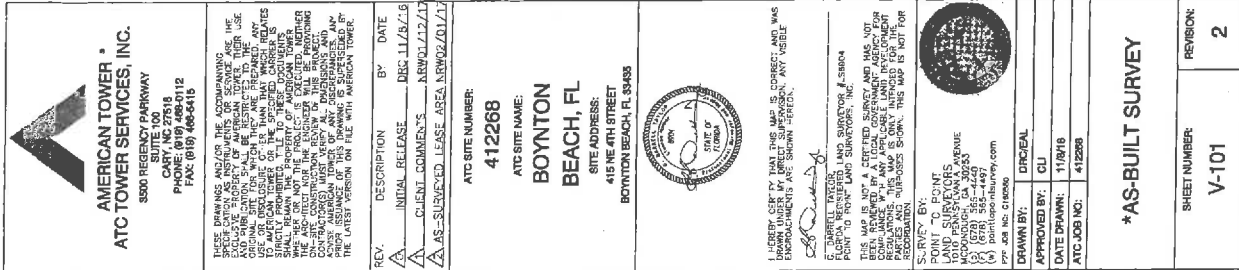
A parcel of land lying and being in Lot 5, Block 6, Robert Addition to Town of Boynton, according to the Plat Book 1, Page 51 of the Public Records of Palm Beach County, Florida, being more particularly described as follows: Commencing at the southeast corner of Lot 6 of said Block 6, Thence on an assumed bearing of N 88 degrees 03' 06" W along the south line of said Lot 6, 128.30 feet, thence N 01 degrees 56' 54" E 50.94 feet to the point of beginning, thence N 87 degrees 56' 02" W 20.00 feet, thence 02 degrees 03' 58" E 20.00 feet, thence S 87 degrees 56' 02" E 20.00 feet, thence S 02 degrees 03' 58" W 20.00 feet to the point of beginning. Containing 400 square feet or 0.01 acre more or less.

ACCESS AND UTILITIES

EXHIBIT C

SURVEY

[Commences on Following Page]

[illegible]

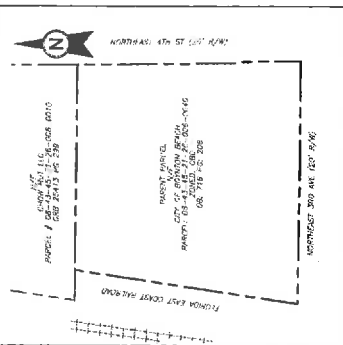
ZONING INFORMATION

ZONE, CBD (CENTRAL BUSINESS DISTRICT)
ALL SITE RESTRICTIONS SHOULD BE VERIFIED WITH THE PROPER
ZONING OFFICIALS

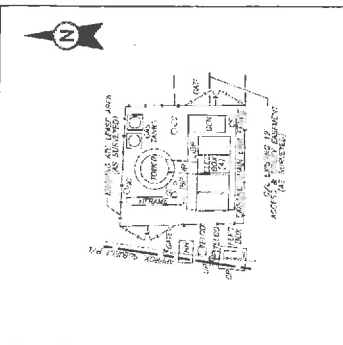
PROJECT SUMMARY

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PARENT PARCEL

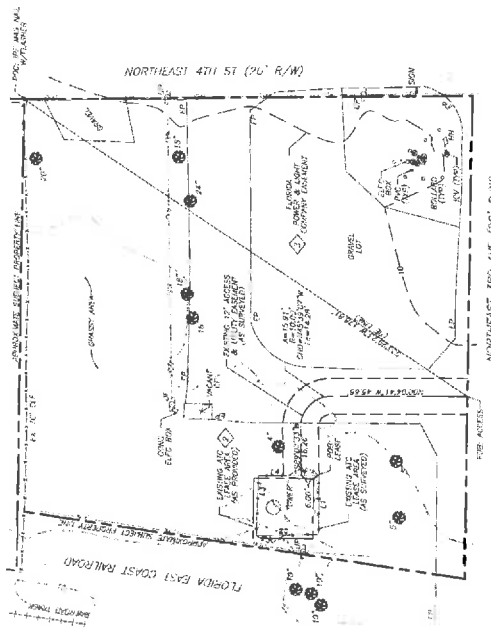


2 COMPOUND DETAIL



LINE TABLE

TIME	WAVELENGTH	DISTANCE
1	10.00	10.00
2	10.00	10.00
3	10.00	10.00
4	10.00	10.00
5	10.00	10.00
6	10.00	10.00
7	10.00	10.00
8	10.00	10.00
9	10.00	10.00
10	10.00	10.00



**Know what's below.
Call before you dig.**



AMERICAN TOWER^{*}
ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
FAX: (919) 468-5415

THESE DRAWINGS ARE THE ACCOMPANYING SPECIFICATIONS AND CLAIMS, WHICH SET FORTH THE EXCLUSIVE PROPERTY OF AMERICAN TOWER, THEIR USE OR REPRODUCTION WITHOUT THE WRITTEN CONSENT OF AMERICAN TOWER, OR THE USE OF ANY OTHER TRADE NAME OR OTHER NAME THAT MIGHT RELATE TO AMERICAN TOWER OR THE SOLDIERED CAREER SYSTEM, IN CONNECTION WITH ANY OF THE DRAWINGS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER. THE USER OF THIS DOCUMENT SHALL NOT BE ENGAGED IN ANY ACT OF INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF AMERICAN TOWER. ANY REPRODUCTION OF THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY AMERICAN TOWER SHALL BE CONSIDERED A VIOLATION OF THE PATENT RIGHTS OF AMERICAN TOWER. THE LATEST VERSION OF THIS DRAWING IS THE FINAL VERSION.

REV.	DESCRIPTION	BY	DATE
△	INITIAL RELEASE	DRC	11/8/16
△	CLIENT COMMENTS	NRWQ1	1/12/17
△	AS-SURVEYED LEASE AREA	NRWQ2	1/11/17

ATC SITE NUMBER:

412268

ATC SITE NAME:

BOYNTON

BEACH. FIL

SITE ADDRESS;

415 NE 4TH STREET
BOYNTON BEACH, FL 33435



I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND WAS DRAWN UNDER MY DIRECT SUPERVISION. ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

[Signature]
C. DARRELL TAYLOR,
FLORIDA REGISTERED
BOAT TO POINT LAKE COUNTY, FL 32127
156804

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY IN COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT A RECORDATION.

SURVEY BY:
POINT TO POINT
LAND SURVEYORS
1013 PENNSYLVANIA AVENUE
MCEDENOUCH, CA 92253
(P) (678) 565-4440
(F) (678) 565-4497
(w) pointtopointsurvey.com

P25 JOB NO: G160560	
DRAWN BY:	DRC/EAL

APPROVED BY:	CLJ
--------------	-----

DATE DRAWN:	11/8/10
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EXISTING CONDITIONS & TOPOGRAPHY PLAN

SHEET NUMBER: V-102	REVISION: 2
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Prepared by: PrimeCo Personal Communications
Address: 777 Yamato Road, Suite 600
Boca Raton, Florida 33431

Animal
Shelter

**MODIFICATION OF LEASE AGREEMENT FOR
TELECOMMUNICATION TOWER SITE**

08-43-45-21-26-006
605/

This Agreement, executed this 18 day of OCTOBER, 1996, but effective _____, 199__, between **CITY OF BOYNTON BEACH, FLORIDA** a municipal corporation ("City") and **PRIMECO PERSONAL COMMUNICATIONS, L.P.**, a Delaware limited partnership ("Tenant"):

WITNESSETH:

WHEREAS, City and Tenant entered into a Lease Agreement for Telecommunication Tower Site dated **August 12, 1996** for a site located at **Bicentennial Park, U.S. 1 and NE Third Avenue, City of Boynton Beach, County of Palm Beach, State of Florida.**

WHEREAS, a said Lease Agreement for Telecommunications Tower Site has been recorded at Official Records Book **9418**, Page **516**, of the Public Records of **Palm Beach County, Florida.**

WHEREAS, the parties now desire to amend certain terms of the recorded Lease Agreement for Telecommunication Tower Site.

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

1. Exhibit "A" (attached) shall be added to and made a part of the Lease Agreement for Telecommunication Tower Site indicating the leased premises.

IN WITNESS WHEREOF, the parties have caused this Modification Agreement to be executed as of the date first above written.

Witnesses:

Suzanne M. Krause

Print Name: SUZANNE M. KRAUSE

Joyce Costello

Print Name: JOYCE COSTELLO

Ada Rodriguez

Print Name: Ada Rodriguez

Robert Keltgen

Print Name: Robert Keltgen

CITY:

CITY OF BOYNTON BEACH, FLORIDA

By: Jerry Taylor

Jerry Taylor

Its: Mayor

TENANT:

**PrimeCo Personal Communications, L.P.,
a Delaware limited partnership**

By: Robert Keltgen

Robert Keltgen, Technical Director

CITY:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of OCTOBER, 1996,
by JERRY TAYLOR as MAYOR of BOYNTON BEACH,
who is personally known to me or has produced _____ as identification.

(AFFIX NOTARIAL SEAL)



SUZANNE H. KRUSE
MY COMMISSION # CC250390 EXPIRES
January 2, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

Suzanne H. Kruse

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of FLORIDA

(Printed, Typed or Stamped Name of Notary)

Commission Number: _____

TENANT:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of October, 1996
by Robert Keltgen, as Technical Director of PrimeCo Personal Communications, L.P., a
Delaware limited partnership, on behalf of the partnership. He is personally known to me.

(AFFIX NOTARIAL SEAL)



ADA I VEGA
My Commission CC408875
Expires Jun. 07, 1999
Bonded by ANB
800-852-5878

Ada I Vega

(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of FL

(Printed, Typed or Stamped Name of Notary)

Commission Number: _____



ADA I VEGA
My Commission CC408875
Expires Jun. 07, 1999
Bonded by ANB
800-852-5878

ADDENDUM TO PCS SITE AGREEMENT

Site Name: CITY OF BOYNTON BEACH

Location: Bicentennial Park - U.S. 1 and N.E. Third Avenue, Boynton Beach, FL

THIS ADDENDUM modifies and amends the PCS Site Agreement referred to herein as follows:

1. Personal Property, Real Estate and Intangible Taxes: PRIMECO will pay all personal property and intangible taxes levied or assessed on the PCS system. PRIMECO will pay any increase in Owner's real estate taxes directly attributable to the PCS installation.

2. Rent: Notwithstanding anything to the contrary contained herein, rent will commence on the Rent Start Date. Rent will be paid annually in advance on the Rent Start Date and on each anniversary of it. The Rent Start Date shall be the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site. The annual rent will be \$12,500, partial years to be pro-rated.

2.a Upon the issuance of a Certificate of Occupancy by CITY for TENANT's Communications Facility, TENANT shall in lieu of making the payment of rent for the initial five year term as provided hereinabove, TENANT shall pay to CITY a one time lump sum payment of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000) DOLLARS. This lump sum payment shall constitute the advance rental payment by TENANT for the initial five year lease term.

3. CPI: The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by an amount based upon the cumulative percent increase of the CPI (Consumer Price Index - U.S. City Averages for Urban Wage Earners and Clerical Workers - 1982-84 - 100, published by the United States Department of Labor, Bureau of Labor Statistics (or reasonable equivalent index if such index is discontinued)) between the commencement of the Initial Term and the end of the Initial Term, or the commencement and end of the Renewal Term, as the case may be, such increase not to exceed 20 percent in any case.

4. Addendum Controls: In the event of a conflict between PCS Site Agreement and this Addendum, this Addendum shall control.

5. PCS Agreement Remains in Effect: All terms and conditions of the PCS Site Agreement and Exhibits thereto which are not inconsistent herewith remain in full force and effect.

OWNER: CITY OF BOYNTON BEACH, FLORIDA

BY: M. Gerald Taylor
SS/Tax No. 59-6000282
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33425
DATE: 8-19-96

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BOYNTON BEACH AND
PRIMECO PERSONAL COMMUNICATIONS**

THIS ADDENDUM modifies and amends the Agreement entered into by the parties, as follows:

1. **LICENSE OF TOWER TO THIRD PARTIES.** At CITY's request, and subject to PCS's approval which shall not be unreasonable withheld, PCS will grant a license, for the initial term and any extended terms of this Agreement a license to one third party, pursuant to which license the third party may occupy that portion of the Tower structure permitted by PCS. The third party shall, prior to installing its equipment on the Tower execute a License Agreement satisfactory to PCS which agreement shall contain, but not be limited to, the following terms and conditions.

A. The third party, at the third party's expense, shall submit to PCS the following: (a) detailed site plans and plans and specifications setting forth the proposed antennas and other equipment, the height and location of such antennas and other equipment and other equipment, and the construction, installation and other work to be performed on the Tower and Leased Property, (b) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the third party and demonstrating that the installation of such antennas and equipment will not exceed the load capacity of the Tower, and (c) a list of all frequencies currently or anticipated to be licensed or assigned to the third party by the FCC. The third party shall not install any equipment or commence any work on the Tower or the Leased Property until PCS approves, in writing, the third party's site plans, plans and specifications, structural analysis and frequencies, such approval to be given in PCS's reasonable discretion. If PCS does not approve the third party's site plans, plans and specifications, structural analysis or frequencies, the Owner may not sublicense the Tower or Leased Property to such third party.

B. The third party's use of the tower shall be limited to the antennas and other equipment and frequencies approved and agreed upon in advance by PCS pursuant to paragraph 1 above.

C. The third party's installation, use and occupancy of the Tower and leased Property shall be in compliance with all present and future laws, regulations and requirements of all federal, state and local authorities, including, without limitation, the FCC.

D. The third party shall assume all risks in connection with the installation, operation, maintenance, repair, replacement, and removal of the third party's antenna and other equipment located on the Leased Property and the Tower. The third party shall maintain commercial general liability insurance insuring against liability for personal injury, death or damage to personal property arising out of use of the Tower or

Leased Property by the third party. Such insurance shall provide coverage in an amount of not less than one million dollars (\$1,000,000) for bodily injury or death to anyone (1) or more persons and in an amount not less than one million dollars (\$1,000,000) for property damage and shall include a contractual liability endorsement naming PCS as an additional insured on such policies. All insurance policies shall be written with insurance companies qualified to do business in the State of Florida and shall provide for thirty (30) days written notice to PCS prior to cancellation. Certificates of such policies shall be delivered to PCS prior to the installation of the third party's equipment. Further, the third party shall reimburse PCS for any damage to the Tower or PCS's equipment, and shall be required to indemnify and hold PCS harmless from any and all liability, claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses including, without limitation, reasonable attorney's fees and costs, arising from or incurred in connection with claims for injury to persons or property caused by the act or omission of such third party or its respective agents, contractors or employees including, without limitation, the use of the Tower, leased property or third party's equipment or the breach of any contractual obligation to Owner or PCS.

E. The third party's right to use the Tower or Leased Property shall not be assignable.

F. PCS shall have the right to have a representative present during the installation of the third party's antennas and other equipment.

G. The third party's installation of the third party's antennas and other equipment on the Tower and the Leased Property shall be performed on dates and at times and within time frames approved by PCS in writing and shall not interrupt or interfere with the operation of PCS's communications system or PCS's equipment unless PCS agrees to such interruption or interference in writing.

H. The license to the third party shall be contingent upon the execution of an appropriate ground lease agreement between the third party and the CITY.

I. All rentals received by PCS from the license of the Tower to the third party shall be retained in their entirety by PCS. All rentals received by the CITY pursuant to the ground lease between the CITY and the third party shall be retained in their entirety by the CITY.

CITY OF BOYNTON BEACH

BY: Merald Taylor

DATED: 8/13/96

PRIMECO PERSONAL COMMUNICATIONS

BY: [Signature]

ORB 9418 Pg 516

LEASE AGREEMENT FOR TELECOMMUNICATION TOWER SITE

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this the 12th day of ~~June~~, 1996 by and between:

CITY OF BOYNTON BEACH , FLORIDA
a municipal corporation
(Hereinafter referred to as "CITY")

AND

PrimeCo Personal Communications
377 Yamato Road, Suite 600
Boca Raton, Florida 33431

(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of a certain real property located at Bicentennial Park, U.S. 1 and N.E. Third Avenue, Boynton Beach, Florida 33435, Palm Beach County, Florida; and

WHEREAS, TENANT desires to lease a portion of said real property to construct, operate, and maintain telecommunications tower and support equipment; and

WHEREAS, CITY staff has reviewed the request of TENANT and recommends that TENANT lease a portion of said real property; and

WHEREAS, the City Commission concurs with the recommendation of staff and deems it in the best interest of the City of Boynton Beach to lease a portion of said real property to TENANT; and

WHEREAS, CITY and TENANT have negotiated an understanding for the leasing of a portion of said real property; and

WHEREAS, CITY and TENANT desire to reduce their understanding to writing; now therefore.

IN CONSIDERATION OF Ten (\$10.00) Dollars, in hand paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. REAL PROPERTY TO BE LEASED

1.01 CITY shall lease to TENANT that certain parcel of real property, situated in Boynton Beach, Palm Beach County, Florida, together with a nonexclusive easement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicles, including trucks, and for installation and maintenance of utility wires, cables, conduits and pipes over, under or along twenty (20') foot wide easement extending from nearest public right-of-way (more particularly described in Exhibit A), which is _____, to the leased property and right-of-way for access are hereinafter referred to as the "Property". The said Property is located at Bicentennial Park, U.S. 1 and N.E. Third Avenue, in the City of Boynton Beach.

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

2.01 TENANT shall use the Property for the purpose of constructing, maintaining and operating a telecommunications tower and uses incidental thereto, consisting of a structure or structures, as necessary now or in the future, to house its telecommunications equipment, a 150 foot (150') freestanding antenna support structure (pole) to meet TENANT's telecommunications needs and all necessary connecting appurtenances. TENANT upon the approval of CITY may modify its antenna support structure and building(s); said approval shall not be unreasonably withheld by CITY.

2.02 TENANT shall place around the perimeter of the Property a security fence of chain-link construction, or similar but comparable construction, which meets the requirements of the Code of the City of Boynton Beach.

2.03 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon Property.

2.04 TENANT shall maintain the Property in a reasonable condition and meet all requirements imposed by ordinances of the City of Boynton Beach and Palm Beach County, Florida.

2.05 The CITY also reserves the right to at any time during the lease, install or have installed other antennas for government usage on TENANT's tower. All antennas shall be placed at an elevation as to provide the most effective use and with such approval not unreasonably withheld; provided, however, the CITY'S or other antennas shall not interfere with TENANT'S operations on the Property. Should TENANT install an emergency generator on the Property, the CITY may access and connect only its

communications equipment to TENANT'S emergency generator.

2.06 TENANT shall furnish, to its unmanned equipment structure, electric or telephone service for the operation of TENANT's telecommunications equipment. TENANT shall be solely liable for electricity expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. If TENANT should install any emergency generators at this Property, said generator shall comply with Palm Beach County's Wellfield Protection Ordinance.

2.07 TENANT shall submit all required applications for permits to the applicable CITY and/or County departments for review and approval and required fees.

2.08 TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse CITY, as additional rent, its proportionate share of any increase in real estate taxes levied against the Property in excess of the taxes due for the 1996 real estate taxes on the real property in which the Property is a part and against TENANT's improvements by the taxing authorities.

2.09 TENANT, upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the property to its original condition, reasonable wear and tear excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT, TENANT will leave the foundation, the tower structure and security fence, to become property of CITY. TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY so that no mechanics or other lien shall be allowed against the estate of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work.

2.11 CITY hereby grants TENANT as a primary inducement to the TENANT's entering into this Agreement, the first priority right to install its antennas and operate its telecommunications tower at the Property. From time to time CITY may grant to itself and to other entities the right to operate telecommunications facilities at the Property and/or the right to install antennas in connection with the operation of such facilities or other

communications facilities; provided, however that CITY shall not allow the operation of such facilities and antennas by other tenants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other tenant's installation or as it may be modified at any time during the term of this Agreement, as the same may be extended. If any such interference occurs, CITY agrees to eliminate, if the additional equipment is operated by the City, or cause the elimination of, if such equipment is operated by a third party, such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than thirty (30) days after TENANT's notice to CITY with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all remedies available to it at law or in equity, to immediately terminate this Agreement by giving written notice to CITY of such termination. The CITY hereby also agrees that the TENANT has no obligation or requirements to upgrade or modify the Tower to facilitate the use of the Tower for other entities which the CITY may authorize. Any or all costs associated therewith, shall be borne by parties other than the TENANT.

2.12 CITY hereby agrees that, if because of TENANT's operations on the Property any laws or regulations of the Federal Aviation Administration, Federal Communications Commission or any other relevant governmental agency or body require or recommend that TENANT's antennas and/or the Tower be lit and/or marked, TENANT may install and maintain such lighting and markings. In no event, however, shall TENANT be responsible for the installation or maintenance of any lighting or markings required by the operations of CITY or any other tenant in the Tower. CITY will permit TENANT access to all portions of the Tower that TENANT may need in order to check and replace such required or recommended lighting or marking.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state or County authorities.

3.02 CITY shall grant TENANT the right to survey said property in order to meet requirements to submit the applications for permits.

3.03 CITY shall cooperate with TENANT in its effort to obtain utility services along said right-of-way, including signing such documents of easements as may be required by any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way, either to the TENANT or to public utility, at no cost to the TENANT.

Section 4. ACKNOWLEDGMENT

4.01 CITY and TENANT acknowledge that TENANT'S ability to use the Property is contingent upon TENANT obtaining, after the execution of this Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, so that TENANT is unable to use said real property for its intended purpose, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

4.02 Prior to the submittal of the application for the required building permit, TENANT shall have the right to perform or caused to be performed and shall have completed an assessment of the Property and the adjacent areas in order to determine whether such are contaminated by hazardous substances or pollutants. If the assessment reveals the presence of hazardous substances or pollutants beyond levels acceptable to TENANT and under applicable environmental laws, TENANT shall have the right to terminate this Agreement pursuant to Section 7.01.

4.03 CITY covenants that CITY has good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgements or impediments of title on the Property.

Section 5. TERM OF AGREEMENT

5.01 This Agreement is effective June 18, 1996, for an initial term of five years (5) years, expiring on June 18, 2001.

5.02 TENANT shall have the option to extend this Agreement for four (4) additional Five (5) year terms. Such extensions shall automatically occur unless TENANT gives written notice to the other party of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

5.03 If, at the end of the final year extension term, this Agreement has not been terminated by TENANT giving to the other party written notice of its intention to terminate at least six (6) months prior to the end of the term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. The Agreement shall be for annual terms thereafter unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of the term.

Section 6. CONSIDERATION

6.01 During the initial five (5) year term, CITY shall be paid an annual rental fee payment of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500). During each additional five (5) year term the annual rental fee shall be adjusted annually

to equal the purchasing power of the previous year. The basic annual rental fee shall be adjusted by any change in the Index now known as "United States Bureau of Labor Statistics, Consumer Price Index, for All Urban Consumers," hereinafter referred to as the "Index".

Upon the issuance of a Certificate of Occupancy by CITY for TENANT's Communications Facility, TENANT shall in lieu of making the payment of rent for the initial five year term as provided hereinabove, TENANT shall pay to CITY a one time lump sum payment of SEVENTY-FIVE THOUSAND and NO/100 (\$75,000). This lump sum payment shall constitute the advance rental payment by TENANT for the initial five year lease term.

6.01(a) Commencing with the first year extension term (lease year 6) of the Agreement, if so extended, the annual rental amount shall be adjusted pursuant to the terms of paragraph 6.01 of this Agreement.

6.02 After the initial term, each Annual Rent payment shall be submitted to the CITY no later than thirty (30) calendar days after the anniversary date of the Certificate of Occupancy. Annual Rent payments shall incur a late payment fee of 1.5% per month (18% per annum), calculated from the Certificate of Occupancy anniversary date, for any payment submitted to the CITY later than the date due.

6.03 This is a net-net-net lease and TENANT shall pay all sales taxes, real estate taxes assessed against TENANT'S property, utility charges, cost of maintenance, and all other charges and expenses associated with the tenant's use of the demised premises of this Lease.

Section 7. TERMINATION

7.01 The TENANT may terminate this Agreement by providing a ten (10) calendar day written notice prior to the effective termination date.

7.02 Prior to the end of each five (5) year term, TENANT may terminate this Agreement by providing written notice to the CITY at least six (6) months prior to the end of the current term.

7.03 Should TENANT default under any of the terms of this Agreement, CITY may terminate this Agreement for cause by providing a sixty (60) day written notice to TENANT; however, TENANT shall be given the opportunity to correct any default within thirty (30) calendar days of receipt of written notice. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in thirty (30) calendar days and TENANT is diligently proceeding to cure such defect.

7.04 In the event of termination of this Agreement by TENANT, all rental fees paid

prior to said termination date shall be retained by the CITY.

7.05 Upon termination, TENANT shall offer CITY first option to purchase said antenna structure and certain remaining improvements for the agreed upon sum of One Hundred (\$100.00) Dollars. CITY shall have ninety (90) calendar days from the effective date of termination in which to exercise this option.

Section 8. INDEMNIFICATION

8.01 General Indemnification: TENANT agrees to indemnify, save and hold harmless and defend CITY, its City Commission members, officers, agents and employees, from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with or because of the use and occupancy of the property by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement by TENANT. Pursuant to its liability, TENANT shall pay all claims, losses, liens or settlements or judgments, of any nature whatsoever, in connection therewith including, but not limited to, paralegal fees, attorney's fees and costs to defend all claims or suits, including attorney's fees on appeal, in the name of CITY when applicable, and shall pay all cost and judgments which may issue thereon at both the trial and appellate levels. Such indemnification shall not be limited to the amount of comprehensive general liability insurance which TENANT is required to obtain under this Agreement. This indemnity shall not apply to any claims arising from an act of gross negligence or intentional misconduct of the indemnified party.

8.02 Nothing contained herein is intended nor shall be construed to waive CITY'S rights from immunities under the common law or Florida Statutes, 768.28, as amended from time to time.

Section 9. INSURANCE

9.01 TENANT maintains a risk management program which provides for comprehensive general liability, property insurance and workers' compensation. Verification of said program has been submitted to the CITY'S Risk Management Coordinator. The CITY shall receive a thirty (30) calendar day written notice in event of any change in the current program having an effect upon the breadth of coverage with respect to limitations and any variance with respect to limits of liability, if less than those indicated in the program submitted to the CITY'S Risk Manager.

9.02 UPON EXECUTION OF THIS AGREEMENT BY TENANT, THE CITY OF BOYNTON BEACH SHALL BE NAMED AS AN ADDITIONAL INSURED AS ITS INTEREST MAY APPEAR WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF TENANT UNDER THE AGREEMENT.

Section 10. ASSIGNMENT

10.01 This Agreement may not be sold, subleased, assigned or transferred at any time except to TENANT's principal affiliates or subsidiaries or its principal, or to any company upon which TENANT is merged or consolidated. As to other parties, this Agreement may not be sold, subleased, assigned or transferred without the written consent of the CITY; such consent shall not be unreasonably withheld. This provision will not preclude TENANT from allowing other parties to co-locate on the Property to Tower, so long as this Agreement is in effect, the City consents in writing, and the co-located equipment does not interfere with existing equipment.

Section 11. COMPLIANCE WITH LAWS.

11.01 TENANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Boynton Beach, Palm Beach County, and of any other public authority which may be applicable.

Section 12. GOVERNING LAW; VENUE

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

12.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

Section 13. INSOLVENCY

13.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 14. ENTIRE AGREEMENT

14.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communication between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

Section 15. SEVERABILITY

15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining to be invalid, illegal or in conflict with any laws of this State, the validity of the remaining to portions or provisions shall not be affected thereby.

Section 16. NOTICES

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

CITY: City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33068

WITH
COPY TO: James A. Cherof, City Attorney
Josias, Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

TENANT:
PrimeCo Personal Communications
777 Yamato Road, Suite 600
Boca Raton, Florida 33431

WITH
COPY TO: Jill Jarkesy, Esq.
1872 S.W. 17th Street
Boca Raton, FL 33486

Section 17. OTHER PROVISIONS

17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Property to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way.

17.02 If the whole of the Property, or such portion thereof as will make the Property

unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between CITY and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of CITY and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

17.03 City covenants that TENANT, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the Property.

17.04 Attorneys' Fees. If any party obtains a judgement against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including paralegal costs, at both the trial and appellate levels.

Section 18. PUBLIC RECORDS

18.01 CITY and TENANT agree that a copy of this Agreement shall be recorded in the Public Records of Palm Beach County, Florida, upon execution of this Agreement. The cost for recordation shall be paid by the TENANT.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

CITY OF BOYNTON BEACH, FL

Mary Ann Barker
City Clerk/Acting Deputy City Clerk

Approved as to Form:

Ronald Taylor
Mayor

Michael J. Powell
City Attorney

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me, the undersigned Notary Public

in and for the State of Florida, on this, the 12th day of August, 1996, by Gerald Taylor, and ~~Sue Kruse~~, City Clerk and Mayor, respectively.
Maryanne Laika, Acting

NOTARY PUBLIC
 SEAL OF OFFICE

Rose Marie Lamanna
 Notary Public, State of Florida



ROSE MARIE LAMANNA
 MY COMMISSION # CC302364 EXPIRES
 August 28, 1997

Printed, typed or stamped name of Notary Public exactly as commissioned

Individuals who signed are personally known: no identification produced

TENANT

Signed, sealed and delivered in the presence of:

Josephine Conde
 Josephine Conde
 (print name)

Da Feb

David Felton
 (print name)

FCS

By: [Signature]

ATTESTED N. SILKIN

Title: Gen. Mgr.

Attested by: Patricia H. Ames

Title: Administrative Assistant

STATE OF FLORIDA)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this 20th day of June, 1996 before me personally appeared MICHAEL N. SINKIN of PCS, to me personally known to be the individual who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed on behalf of PCS.

WITNESS my hand and official seal of this 20th day of June, 1996.

Josephine Conde
Notary Public

(print name)

My Commission Expires

OFFICIAL NOTARY SEAL
JOSEPHINE CONDE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC270532
MY COMMISSION EXP. APR. 19, 1997

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Tower.lse
Rev. 5/22/96
6/4/96
6/18/96

ADDENDUM TO PCS SITE AGREEMENT

Site Name: CITY OF BOYNTON BEACH

Location: Bicentennial Park - U.S. 1 and N.E. Third Avenue, Boynton Beach, FL

THIS ADDENDUM modifies and amends the PCS Site Agreement referred to herein as follows:

1. **Personal Property, Real Estate and Intangible Taxes:** PRIMECO will pay all personal property and intangible taxes levied or assessed on the PCS system. PRIMECO will pay any increase in Owner's real estate taxes directly attributable to the PCS installation.

2. **Rent:** Notwithstanding anything to the contrary contained herein, rent will commence on the Rent Start Date. Rent will be paid annually in advance on the Rent Start Date and on each anniversary of it. The Rent Start Date shall be the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site. The annual rent will be \$12,500, partial years to be pro-rated.

2.a Upon the issuance of a Certificate of Occupancy by CITY for TENANT's Communications Facility, TENANT shall in lieu of making the payment of rent for the initial five year term as provided hereinabove, TENANT shall pay to CITY a one time lump sum payment of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000) DOLLARS. This lump sum payment shall constitute the advance rental payment by TENANT for the initial five year lease term.

3. **CPI:** The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by an amount based upon the cumulative percent increase of the CPI (Consumer Price Index - U.S. City Averages for Urban Wage Earners and Clerical Workers - 1982-84 - 100, published by the United States Department of Labor, Bureau of Labor Statistics (or reasonable equivalent index if such index is discontinued)) between the commencement of the Initial Term and the end of the Initial Term, or the commencement and end of the Renewal Term, as the case may be, such increase not to exceed 20 percent in any case.

4. **Addendum Controls:** In the event of a conflict between PCS Site Agreement and this Addendum, this Addendum shall control.

5. **PCS Agreement Remains in Effect:** All terms and conditions of the PCS Site Agreement and Exhibits thereto which are not inconsistent herewith remain in full force and effect.

OWNER: CITY OF BOYNTON BEACH, FLORIDA

BY: Merald V. [Signature]
SS/Tax No. 59-6000282
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33425
DATE: 8-19-96



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R17-028** - Authorize the City Manager to sign individual agreements with four (4) firms as a result of RFQ No.: 067-2821-16/TP for Professional Survey and Mapping Services, individual task orders for projects will be issued and submitted to the Commission for approval in accordance with the City's Purchasing policies and procedures.

EXPLANATION OF REQUEST:

Term of agreement: **APRIL 1, 2017 THROUGH MARCH 31, 2020**

On January 17, 2017, the City Commission approved the list of top-ranked proposers identified by the Evaluation Committee from the responses received from RFQ No.: 067-2821-16/TP for Professional Survey and Mapping Services, who authorized staff to conduct negotiations with the firms as follows:

Wantman Group, Inc.
Avirom & Associates, Inc.
Whidden Surveying and Mapping, Inc.
Engenuity Group, Inc.

The RFQ was advertised and submittals were opened on October 14, 2016. The City received thirteen (13) proposals whereby the top four (4) proposers were submitted to City Commission on January 17, 2017 for approval and authorization to move forward with negotiations to establish contract agreements for ongoing services in accordance with Florida Statute 287.055, Consultants' Competitive Negotiations Act.

Emphasis was placed on the Schedule of Professional Fees to solidify hourly rates for the initial contract period. Based on comparisons of the submittals by each of the firms, negotiation sessions were deemed unnecessary. Firms that showed higher rates were contacted for discussions. As a result, the Schedule of Professional Fees as attached will be fixed and firm for at least the initial three (3) year period. The Agreement may be renewed for an additional two (2) one-year terms with the same terms and conditions.

Individual task orders will be generated at the time specific projects are realized utilizing the Schedule of Professional Fees as the basis for the overall cost of the each task. Task orders will be submitted to the Commission for approval in accordance with the City's Purchasing Policies and Procedures.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

This agreements will provide for the issuance of task orders in connection with projects for on-going capital improvements to enhance City-wide operations. Individual task orders in excess of \$25,000 will be brought back to Commission for approval in accordance with the Purchasing Policies and Procedures.

FISCAL IMPACT: Budgeted

The costs of the individual task orders will be paid from approved CIP budgets or other budget sources within the City's adopted budget.

ALTERNATIVES:

Not approve the contract and re-issue the RFQ.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving Agreements for Professional Surveying and Mapping Services
<input type="checkbox"/> Agreement	Agreement Wantman
<input type="checkbox"/> Attachment	Wantman Rates
<input type="checkbox"/> Agreement	Agreement Avirom and Assoc
<input type="checkbox"/> Attachment	Avirom and Assoc Rates
<input type="checkbox"/> Agreement	Agreement Whidden
<input type="checkbox"/> Attachment	Whidden Rates
<input type="checkbox"/> Attachment	Engenuity Group Rates
<input type="checkbox"/> Agreement	Agreement Engenuity Group

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/13/2017 - 10:22 AM
Finance	Howard, Tim	Approved	3/13/2017 - 10:22 AM
Legal	Swanson, Lynn	Approved	3/13/2017 - 3:42 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:55 AM

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30 to the City Commission for approval in accordance with the City's Purchasing policies and
31 procedures and does authorize the City Manager to sign the individual Agreements:

32 Wantman Group, Inc.
33 Avirom & Associates, Inc.
34 Whidden Surveying and Mapping, Inc.
35 Engenuity Group, Inc.
36

37
38 Section 3. This Resolution shall become effective immediately upon passage.
39

40 **PASSED AND ADOPTED** this ____ day of _____, 2017.

41 CITY OF BOYNTON BEACH, FLORIDA

42		YES	NO
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44			
45	Mayor – Steven B. Grant	_____	_____
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47	Vice Mayor – Mack McCray	_____	_____
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49	Commissioner – Justin Katz	_____	_____
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51	Commissioner – Christina L. Romelus	_____	_____
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53	Commissioner – Joe Casello	_____	_____
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56	VOTE	_____	

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58 ATTEST:

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61 _____
62 Judith A. Pyle, CMC
63 City Clerk
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67 (Corporate Seal)
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AGREEMENT FOR PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and "WANTMAN GROUP, INC. d/b/a WGI", hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional services with an surveying firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for PROFESSIONAL SURVEY AND MAPPING SERVICES, RFQ No. 067-2821-16/TP; and

WHEREAS, RFQ No. 067-2821-16/TP defined Scope of Services *as developing a listing of Professional Surveying and Mapping Firms licensed in the State of Florida to perform a variety of surveying and mapping services for the City on an "as needed basis" through individual task orders/purchase orders based on negotiated rates.*

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on January 17, 2017, determined that CONSULTANTS were qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

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

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform Professional Surveying Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

The CITY's Representative during the performance of this Contract shall be Taralyn Pratt, Contract Coordinator telephone (561) 742-6447.

ARTICLE 2 - TERM

The contract term is three years – APRIL 1, 2017 through MARCH 31, 2020 with the same terms, conditions and negotiated rates for the three year term. The contract may be renewed for two additional one-year terms with the same terms and conditions.

The CONSULTANT(S) shall be available to commence services **APRIL 1, 2017**.

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit 'A' attached hereto.
- b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own

employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims

for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

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

- 10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-contractors comply with the same insurance requirements referenced above.
- 10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

- 11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

- 11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.
- 13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

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

ARTICLE 15 - ASSIGNMENT

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

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT 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.

ARTICLE 17 – TERMINATION

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

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONSULTANT 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 non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this

Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY of Boynton Beach
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Wantman Group, Inc. d/b/a WGI
2035 Vista Parkway
West Palm Beach, FL 33411
Attn: Patrick Meeds

ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

- 22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.
- 22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.
1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.
 2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2017

CITY OF BOYNTON BEACH:

CONSULTANT:

Lori LaVerriere, City Manager

Attest/Authenticated:

Name/Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Secretary

EXHIBIT 'A'

CONSULTANT'S RATES

Professional Survey and Mapping Services RFQ # 067-2821-17/TP
Negotiated Rates

17-Feb-17

Classifications	Avirom	Engenuity	Whidden	Wantman	Wantman Subs	
					Brown & Phillips	Whidden
Project Director (Principal)	\$ 185.00	\$ 192.00	\$ 185.00	\$ 190.00	N/A	N/A
Project Manager	\$ 140.00	\$ 144.00	\$ 145.00	\$ 140.00	N/A	N/A
Senior Professional Surveyor/Mapper	\$ 150.00	\$ 156.00	\$ 145.00	\$ 156.00	N/A	\$ 145.00
Professional Surveyor/Mapper	\$ 110.00	\$ 122.00	\$ 120.00	\$ 125.00	\$ 130.00	\$ 120.00
Survey Technician	\$ 85.00	\$ 89.00	\$ 85.00	\$ 85.00	\$ 90.00	\$ 85.00
Survey Crew (2 man)	\$ 130.00	\$ 131.00	\$ 130.00	\$ 130.00	\$ 120.00	\$ 130.00
Survey Crew (3 man)	\$ 150.00	\$ 156.00	\$ 158.00	\$ 160.00	\$ 150.00	\$ 158.00
GIS Specialist	\$ 80.00	\$ 112.00	\$ 91.00	\$ 100.00	N/A	\$ 91.00
CADD Technician	\$ 87.00	\$ 89.00	\$ 85.00	\$ 85.00	N/A	\$ 85.00
1 Man Laser Scanner	N/A	\$ 95.00	N/A	N/A	N/A	N/A
Laser Survey Crew	\$ 185.00	\$ 170.00	\$ 220.00	\$ 200.00	N/A	\$ 220.00
Aerial Photogrammetry	N/A	N/A	\$ 150.00	\$ 140.00	N/A	N/A
Direct Cost - Mark-up % Office, Reproduction, Mailing etc.	No Mark-up	No Mark-up	10%	10%	N/A	10%
Direct Cost - Mark-up % Sub-consultants	0%	0%	0%	0%	N/A	0%



AGREEMENT FOR PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and "AVIROM & ASSOCIATES, INC.", hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional services with an surveying firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for PROFESSIONAL SURVEY AND MAPPING SERVICES, RFQ No. 067-2821-16/TP; and

WHEREAS, RFQ No. 067-2821-16/TP defined Scope of Services *as developing a listing of Professional Surveying and Mapping Firms licensed in the State of Florida to perform a variety of surveying and mapping services for the City on an "as needed basis" through individual task orders/purchase orders based on negotiated rates.*

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on January 17, 2017, determined that CONSULTANTS were qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

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

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform Professional Surveying Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

The CITY's Representative during the performance of this Contract shall be Taralyn Pratt, Contract Coordinator telephone (561) 742-6447.

ARTICLE 2 - TERM

The contract term is three years – APRIL 1, 2017 through MARCH 31, 2020 with the same terms, conditions and negotiated rates for the three year term. The contract may be renewed for two additional one-year terms with the same terms and conditions.

The CONSULTANT(S) shall be available to commence services **APRIL 1, 2017**.

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit 'A' attached hereto.
- b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own

employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims

for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

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

- 10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-contractors comply with the same insurance requirements referenced above.
- 10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

- 11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

- 11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.
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ARTICLE 14 - DISCRIMINATION PROHIBITED

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

ARTICLE 15 - ASSIGNMENT

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

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT 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.

ARTICLE 17 – TERMINATION

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

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONSULTANT 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 non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this

Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY of Boynton Beach
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Avirom & Associates, Inc.
50 SW 2 nd Avenue, Suite 102
Boca Raton, FL 33432
Attn: Michael D. Avirom

ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

- 22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.
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1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.
 2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

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

DATED this _____ day of _____, 2017

CITY OF BOYNTON BEACH:

CONSULTANT:

Lori LaVerriere, City Manager

Attest/Authenticated:

Name/Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Secretary

EXHIBIT 'A'

CONSULTANT'S RATES

Professional Survey and Mapping Services RFQ # 067-2821-17/TP
Negotiated Rates

17-Feb-17

Classifications	Avirom	Engenuity	Whidden	Wantman	Wantman Subs	
					Brown & Phillips	Whidden
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Project Manager	\$ 140.00	\$ 144.00	\$ 145.00	\$ 140.00	N/A	N/A
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Survey Technician	\$ 85.00	\$ 89.00	\$ 85.00	\$ 85.00	\$ 90.00	\$ 85.00
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Laser Survey Crew	\$ 185.00	\$ 170.00	\$ 220.00	\$ 200.00	N/A	\$ 220.00
Aerial Photogrammetry	N/A	N/A	\$ 150.00	\$ 140.00	N/A	N/A
Direct Cost - Mark-up % Office, Reproduction, Mailing etc.	No Mark-up	No Mark-up	10%	10%	N/A	10%
Direct Cost - Mark-up % Sub-consultants	0%	0%	0%	0%	N/A	0%



AGREEMENT FOR PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and "WHIDDEN SURVEYING AND MAPPING, INC.", hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional services with an surveying firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for PROFESSIONAL SURVEY AND MAPPING SERVICES, RFQ No. 067-2821-16/TP; and

WHEREAS, RFQ No. 067-2821-16/TP defined Scope of Services as *developing a listing of Professional Surveying and Mapping Firms licensed in the State of Florida to perform a variety of surveying and mapping services for the City on an "as needed basis" through individual task orders/purchase orders based on negotiated rates.*

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on January 17, 2017, determined that CONSULTANTS were qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

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

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform Professional Surveying Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

The CITY's Representative during the performance of this Contract shall be Taralyn Pratt, Contract Coordinator telephone (561) 742-6447.

ARTICLE 2 - TERM

The contract term is three years – APRIL 1, 2017 through MARCH 31, 2020 with the same terms, conditions and negotiated rates for the three year term. The contract may be renewed for two additional one-year terms with the same terms and conditions.

The CONSULTANT(S) shall be available to commence services **APRIL 1, 2017**.

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit 'A' attached hereto.
- b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

ARTICLE 6 - FUNDING

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

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own

employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Florida.

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

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement. CONSULTANT shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000,000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims

for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

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

- 10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-contractors comply with the same insurance requirements referenced above.
- 10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- 10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above for Comprehensive Liability Insurance on a claims-made policy only

ARTICLE 11 - INDEPENDENT CONTRACTOR

- 11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

- 11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.
- 13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

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

ARTICLE 15 - ASSIGNMENT

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

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT 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.

ARTICLE 17 – TERMINATION

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

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONSULTANT 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 non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this

Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY of Boynton Beach
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Whidden Surveying & Mapping, Inc.
9200 Belvedere Rd, Suite 114
Royal Palm Beach, FL 33411
Attn: Thomas Whidden

ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

- 22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.
- 22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.
1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.
 2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2017

CITY OF BOYNTON BEACH:

CONSULTANT:

Lori LaVerriere, City Manager

Attest/Authenticated:

Name/Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Secretary

EXHIBIT 'A'

CONSULTANT'S RATES

Professional Survey and Mapping Services RFQ # 067-2821-17/TP
Negotiated Rates

17-Feb-17

Classifications	Avirom	Engenuity	Whidden	Wantman	Wantman Subs	
					Brown & Phillips	Whidden
Project Director (Principal)	\$ 185.00	\$ 192.00	\$ 185.00	\$ 190.00	N/A	N/A
Project Manager	\$ 140.00	\$ 144.00	\$ 145.00	\$ 140.00	N/A	N/A
Senior Professional Surveyor/Mapper	\$ 150.00	\$ 156.00	\$ 145.00	\$ 156.00	N/A	\$ 145.00
Professional Surveyor/Mapper	\$ 110.00	\$ 122.00	\$ 120.00	\$ 125.00	\$ 130.00	\$ 120.00
Survey Technician	\$ 85.00	\$ 89.00	\$ 85.00	\$ 85.00	\$ 90.00	\$ 85.00
Survey Crew (2 man)	\$ 130.00	\$ 131.00	\$ 130.00	\$ 130.00	\$ 120.00	\$ 130.00
Survey Crew (3 man)	\$ 150.00	\$ 156.00	\$ 158.00	\$ 160.00	\$ 150.00	\$ 158.00
GIS Specialist	\$ 80.00	\$ 112.00	\$ 91.00	\$ 100.00	N/A	\$ 91.00
CADD Technician	\$ 87.00	\$ 89.00	\$ 85.00	\$ 85.00	N/A	\$ 85.00
1 Man Laser Scanner	N/A	\$ 95.00	N/A	N/A	N/A	N/A
Laser Survey Crew	\$ 185.00	\$ 170.00	\$ 220.00	\$ 200.00	N/A	\$ 220.00
Aerial Photogrammetry	N/A	N/A	\$ 150.00	\$ 140.00	N/A	N/A
Direct Cost - Mark-up % Office, Reproduction, Mailing etc.	No Mark-up	No Mark-up	10%	10%	N/A	10%
Direct Cost - Mark-up % Sub-consultants	0%	0%	0%	0%	N/A	0%

Professional Survey and Mapping Services RFQ # 067-2821-17/TP
Negotiated Rates

17-Feb-17

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Direct Cost - Mark-up % Sub-consultants	0%	0%	0%	0%	N/A	0%



AGREEMENT FOR PROFESSIONAL SURVEY AND MAPPING SERVICES

THIS AGREEMENT is entered into between the CITY of Boynton Beach, hereinafter referred to as "CITY", and ENGENUITY GROUP, INC, hereinafter referred to as "CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the CITY of Boynton Beach solicited proposals for a non-exclusive Contract to perform professional services with an surveying firm for required services, and

WHEREAS, THE CITY issued a Request for Qualifications for PROFESSIONAL SURVEY AND MAPPING SERVICES, RFQ No. 067-2821-16/TP; and

WHEREAS, RFQ No. 067-2821-16/TP defined Scope of Services *as developing a listing of Professional Surveying and Mapping Firms licensed in the State of Florida to perform a variety of surveying and mapping services for the City on an "as needed basis" through individual task orders/purchase orders based on negotiated rates.*

WHEREAS, the CITY determined that CONSULTANT was qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Commission on January 17, 2017, determined that CONSULTANTS were qualified for appointment to perform the scope of services set forth in the Request for Qualifications; and

WHEREAS, the CITY Manager, through her administrative staff, has successfully negotiated an Agreement with CONSULTANT defining terms and conditions for the performance of consulting and surveying services within the scope of the Request for Qualifications.

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

ARTICLE 1 - SERVICES

CONSULTANT agrees to perform Professional Surveying Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies.

The CITY's Representative during the performance of this Contract shall be Taralyn Pratt, Contract Coordinator telephone (561) 742-6447.

ARTICLE 2 - TERM

The contract term is three years – APRIL 1, 2017 through MARCH 31, 2020 with the same terms, conditions and negotiated rates for the three year term. The contract may be renewed for two additional one-year terms with the same terms and conditions.

The CONSULTANT(S) shall be available to commence services **APRIL 1, 2017**.

ARTICLE 3 - TIME OF PERFORMANCE

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

ARTICLE 4 - PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- a. Payment for the work provided by CONSULTANT shall be made as provided on Exhibit 'A' attached hereto.
- b. The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be checked by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.
- c. Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY.
- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

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All documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of CONSULTANT, shall be at the CITY's sole risk.

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

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CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. CONSULTANT's services shall meet a standard of care for professional surveying and mapping and related services equal to or exceeding the standard of care for surveying professionals practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed by CONSULTANT shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

CONSULTANT shall, in performing the services contemplated by this service Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.

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CONSULTANT shall indemnify, defend and hold harmless the CITY, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT's own

employees, or damage to property occasioned by a negligent act, omission or failure of the CONSULTANT. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

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- 11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT's obligation includes, but is not limited to CONSULTANT's obligation to preserve public records and make public records available to third parties in addition to the CITY.

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

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.
- 13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

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

ARTICLE 15 - ASSIGNMENT

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

ARTICLE 16 - NON-WAIVER

A waiver by either CITY or CONSULTANT 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.

ARTICLE 17 – TERMINATION

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

ARTICLE 18 - DISPUTES

Any dispute arising out of the terms or conditions of this Agreement shall be adjudicated within the courts of Florida. Further, this Agreement shall be construed under Florida Law.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor CONSULTANT 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 non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this

Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

CITY of Boynton Beach
Attn: Lori LaVerriere, City Mgr.
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Notices to CONSULTANT shall be sent to the following address:

Engenuity Group, Inc.
1280 N Congress Ave, Suite101
West Palm Beach, FL 33409
Attn: Andre Rayman

ARTICLE 21 - INTEGRATED AGREEMENT

This Agreement, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22 - SOVEREIGN IMMUNITY

- 22.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.
- 22.2 In connection with any litigation or other proceeding arising out of the Agreement, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY's liability for costs and attorney's fees, however, shall not alter or waive CITY's entitlement to sovereign immunity, or extend CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended.
1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Agreement.
 2. The parties agree that any action arising out of this Agreement shall take place in Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DATED this _____ day of _____, 2017

CITY OF BOYNTON BEACH:

CONSULTANT:

Lori LaVerriere, City Manager

Attest/Authenticated:

Name/Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Secretary

EXHIBIT 'A'

CONSULTANT'S RATES



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Approve reduction of a Bond, in the form of a Letter of Credit, by the amount of \$445,502.40 for the completion of the clearing and grubbing and the completion of the paving, grading, and drainage improvements in association with the Aspen Glen project.

EXPLANATION OF REQUEST:

The Public Works Department Engineering Division requests approval to reduce the Letter of Credit (#63668907) in the amount of \$468,813.40 for the completion of the clearing and grubbing and the paving, grading, and drainage improvements in association with the Aspen Glen project. This will leave the remaining \$23,441 (5.0%) to be held by the City for a period of one (1) year from the date of this approval as the warranty against defect.

- Lennar Homes, LLC submitted a Letter of Credit for the completion of the clearing and grubbing and completion of the paving, grading, and drainage improvements in association with the Aspen Glen Project, in the amount of \$468,813.40.
- The Public Works Engineering Division has inspected the improvements and found no items needing correction.

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

FISCAL IMPACT: Budgeted None

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Addendum	Engineering Dept Sign Off
▣ Addendum	Consultant's Final Certification
▣ Addendum	Developer's Letter of Credit

REVIEWERS:

Department	Reviewer	Action	Date
Public Works-Engineering	Livergood, Jeffrey	Approved	2/27/2017 - 3:38 PM
Finance	Howard, Tim	Approved	3/8/2017 - 9:39 AM
Legal	Swanson, Lynn	Approved	3/9/2017 - 9:56 AM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 9:57 AM

The City of Boynton Beach



P.O. Box 310
Boynton Beach, Florida 33425-0310
PUBLIC WORKS DEPARTMENT
Engineering Division
Phone (561) 742-6980
Fax (561) 742-6285
www.boynton-beach.org

Aspen Glen

OFFICE OF THE CITY ENGINEER

Final Permit Inspection Report

Date: 02/03/2017

(OK)

(still pending)
2/17/17

Permit No.: 13-2963 (G/P/D) and 13-2059 (Clearing/Grubbing)

Inspection Date: 02/02/2015

Applicant: Winningham & Fradley, Inc.

Description of Work: clearing and Grubbing, sidewalk improvements, roadway asphalt with drainage outfall to the retention area.

Remarks:

All the required improvements such as:

Grading

Paving

Drainage

Curbing for the site

were completed and accepted to the conditions of the permit.

Sincerely,

.....
Frantz LaFontant

Civil Engineering

Plans Analyst/Inspector

Citibank, N.A.

DATE : AUG. 12, 2013

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO.: 63668907

ISSUING BANK:

CITIBANK, N.A.
C/O IT'S SERVICER, CITICORP NORTH AMERICA, INC.
3800 CITIBANK CENTER, BUILDING B, 3RD FLOOR
TAMPA, FL 33610
PHONE: 1-866-945-6284

BENEFICIARY:

CITY OF BOYNTON BEACH
C/O CITY ENGINEER, AGENT FOR THE CITY
100 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

APPLICANT:

LENNAR HOMES, LLC
730 NW 107 AVENUE, SUITE 300
MIAMI, FLORIDA 33172

RE: ASPEN GLEN

LC AMOUNT: USD 468,813.40 (FOUR HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED THIRTEEN AND 40/100 U.S. DOLLARS)

EXPIRATION DATE: AUGUST 09, 2014

WE HEREBY OPEN OUR CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. 63668907 AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES, LLC IN FAVOR OF THE CITY OF BOYNTON BEACH, FLORIDA ("CITY") FOR THE INITIAL AMOUNT OF USD 468,813.40 (FOUR HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED THIRTEEN AND 40/100 U.S. DOLLARS) EFFECTIVE AS OF THIS DATE, WHICH SHALL REMAIN EFFECTIVE UNTIL THE EXPIRATION DATE OR UNTIL RELEASED IN WRITING BY THE BENEFICIARY.

WE ARE INFORMED THAT THIS LETTER OF CREDIT IS ISSUED PURSUANT TO THE TERMS OF THAT CERTAIN PAVING AND DRAINAGE PERMIT (HEREINAFTER, "PERMIT"), ISSUED TO LENNAR HOMES, LLC, AS DEVELOPER, BY THE CITY TO DEVELOP ASPEN GLEN (HEREINAFTER, CALLED THE "PROJECT"), AND TO CONSTRUCT AND INSTALL THE REQUIRED PUBLIC IMPROVEMENTS PURSUANT TO THE TERMS OF THE PERMIT. THIS LETTER OF CREDIT, HOWEVER, IS INDEPENDENT OF SAID PERMIT AND REFERENCE HEREIN IS FOR INFORMATION ONLY.

THE INITIAL AMOUNT OF FUNDS AVAILABLE UNDER THIS LETTER OF CREDIT AND STATED ABOVE MAY BE REDUCED FROM TIME TO TIME BY THE BENEFICIARY OR THE CITY ENGINEER, AS THE AGENT FOR THE CITY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION, PLATTING AND REQUIRED IMPROVEMENTS REGULATIONS (THE "CODE"), CHAPTER 3, ARTICLE III, SECTION 2 (H), CHAPTER 2, ARTICLE III, SECTION 2, AND CHAPTER 4, ARTICLE VIII, SECTION 2 AND 3 RESPECTIVELY OF THE LAND DEVELOPMENT REGULATIONS. WE HEREBY AGREE THAT SUCH REDUCTION SHALL NOT BE EFFECTIVE UNTIL WE HAVE FURNISHED A WRITTEN

PAGE 1 OF 3

Citibank, N.A.

AMENDMENT TO THIS LETTER OF CREDIT. SUCH AMENDMENT SHALL REFERENCE THIS LETTER OF CREDIT AS WELL AS THE PERMIT NUMBER AND PROJECT NAME, AS SET OUT HEREIN, AND THE NEW AMOUNT REQUESTED.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE CITY HEREUNDER, NOT TO EXCEED THE THEN CURRENT AVAILABLE AMOUNT SUBSEQUENT TO ANY AUTHORIZED REDUCTIONS OF THIS CREDIT AGAINST THE CITY'S DRAFT(S) DRAWN AT SIGHT ON CITIBANK, N.A. DULY AND MANUALLY SIGNED BY ITS AUTHORIZED AGENT NAMED ABOVE, OR BY THE BENEFICIARY, FOR PAYMENT TO US AND MARKED "DRAWN UNDER LETTER OF CREDIT NO. 63668907, DATED AUGUST 09, 2013."

WHEN THE CITY'S DEMAND FOR PAYMENT VIA A SIGHT DRAFT(S) IS RECEIVED AT CITIBANK, N.A., C/O CITICORP NORTH AMERICA, INC., 3800 CITIBANK CENTER, BUILDING B, 3RD FLOOR, TAMPA, FLORIDA 33610 ATTN: U.S. STANDBY LETTER OF CREDIT DEPARTMENT, PHONE 1-866-945-6284, BEFORE 4:00 P.M. EST ON OR PRIOR TO THE EXPIRATION DATE, IT WILL BE HONORED IF PRESENTED IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN. A DEMAND FOR PAYMENT MUST BE ACCOMPANIED BY:

1) THE ORIGINAL LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY

AND

2) CERTIFICATE FROM BENEFICIARY OR THE CITY ENGINEER AS AGENT FOR THE BENEFICIARY DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED SIGNER ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR HOMES, LLC (THE "DEVELOPER") TO CONSTRUCT AND INSTALL THE REQUIRED PUBLIC IMPROVEMENTS FOR ASPEN GLEN CALLED FOR IN THE CODE; (II) THE DEVELOPER HAS BEEN GIVEN WRITTEN NOTICE BY THE CITY DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THE CITY IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE AGREEMENT."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED MAIL OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW), AND EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE - PUBLICATION 600 ("UCP 600") AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF FLORIDA WILL CONTROL. VENUE FOR ANY AND ALL LEGAL ACTIONS NECESSARY TO ENFORCE THE TERMS OF THIS LETTER OF CREDIT SHALL BE IN PALM BEACH COUNTY, FLORIDA.

PAGE 2 OF 3

Citibank,N.A.

KINDLY ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE
ATTENTION OF LETTER OF CREDIT DEPARTMENT MENTIONING SPECIFICALLY OUR
CREDIT NUMBER.

A handwritten signature in cursive script, appearing to read "Barbara Kennedy".

AUTHORIZED SIGNATURE(S).
CITIBANK,N.A.

PAGE 3 OF 3



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Legal expenses - February 2017 - Information at the request of the Commission. No action required.

EXPLANATION OF REQUEST: Some outside firms have not provided their February 2017 statements to Risk Management and therefore their January and February invoices (most recent received) are attached.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	Feb Summary Goren General
<input type="checkbox"/> Attachment	Goren Cherof Doody & Ezrol February Invoices
<input type="checkbox"/> Attachment	Feb Summary Goren Risk
<input type="checkbox"/> Attachment	Goren Cherof Doody & Ezrol Risk Litigation Invoices
<input type="checkbox"/> Attachment	Feb Summary Outside Counsel Risk
<input type="checkbox"/> Attachment	Other counsel January and February 2017 Invoices

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	3/13/2017 - 2:40 PM
Finance	Howard, Tim	Approved	3/14/2017 - 8:42 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:53 AM

Goren, Cherof, Doody & Ezrol, P.A. - Feb 2017
General Legal Costs

Retainer-General Matters		
onsite office hours		
agenda item review		
pre-mtg commissioner mtgs		
commission mtg followup		
commission mtg		
contract review, code issues		
group homes, NOI research	107 Hours	16,165.84
Labor-general		2,456.15
Red light camera		5,769.75
Special Fire Assessment		1,599.00
Olen properties		3,198.00
Boynton Old School Partners		0.00
Litigation		3,127.25
Unsecured creditors-Tribune		390.00
Model Block Right of Way		760.50
Chandler, Nancy (RIC MAN)		257.00
Rodrigues,Louis IA		0.00
Boss,Lendon (RLC appeal)		2,162.15
Donastor,Murat v JP Morgan		50.00
Akyeshia C Gums v JP Morgan		25.00
Jackson, Avian M (Forfeiture)		58.50
Wauchope, Rohen v HSBS Bank USA		12.50
Cleveland, Darren (FNMA)		100.00
White, Jack, Bank of NY		112.50
Meeks,Richard & Takeeta, Nationstar mtg		50.00
FPM Prop, Fed Natl Mort		25.00
Wells Fargo Bank (RHA 2, LLC)		128.00
Bock, Sharon as Clerk & Comptroller PBC		75.00
Estate of Hazel Clemmons,James Nutter Co.		50.00
Lubin, Jameka Pre-D		1,033.50
Freedom Mort Corp (Price, Perry)		292.50
Moskoff, Eric, Fed Natl Mtg		158.50
Seminole Lakes HOA		136.50
Sharon Brock (Ganoe,William)		587.30
TOTAL General Legal Costs-Feb 2017		38,780.44

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

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

Page: 1
03/02/2017
ACCOUNT NO: 306-0005370
STATEMENT NO: 14303

Attn: Lynn Swanson

Special Fire Assessment

			HOURS	
01/30/2017	MDC	Meet with JAC, teleconference with Tim Howard, teleconference with City Staff Re: 2017-18 assessment.	0.50	
	JAC	Review methodology update options; pull court option regarding details; misc research regarding like challenges; call with TH and MC regarding same	1.80	
01/31/2017	JAC	Review call data issue and research relation to methodology.	1.20	
02/01/2017	JAC	Continue review of methodology issues	0.50	
02/09/2017	JAC	review assessment comps	0.40	
02/17/2017	JAC	Prepare for, attend and follow up on assessment meeting; review on-call data/methodology issues.	1.50	
	MDC	Review materials, prepare for, attend meeting with City staff on 2017 special assessment.	2.30	
		FOR CURRENT SERVICES RENDERED	8.20	1,599.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	5.40	\$195.00	\$1,053.00
MICHAEL D. CIRULLO	2.80	195.00	546.00

TOTAL CURRENT WORK 1,599.00

BALANCE DUE \$1,599.00

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

Page: 1
03/02/2017
ACCOUNT NO: 306-0603180
STATEMENT NO: 14304

Attn: Lynn Swanson

LABOR - General

			HOURS	
01/31/2017	SHB	Receive and review documents re: Kevin Ryan temporary employment letter; draft letter and transmit to HR for review. Review and approve Mark Woods employment letter.	0.60	
	JAC	Prepare and research re: draft police-fire- general employee pension revisions and rehire/in-service distribution issue in advance of conference call with BJ and TH.	2.40	
02/07/2017	SHB	Telephone conference with Oldbury re: Pachneck matters; review file. Receive and review pre-determination documents for Jenkins; follow up with Oldbury. Receive and review pre-determination documents for Rodriguez; follow up with Oldbury.	2.00	
	JFK	Research regarding ADA issue/program accommodation.	0.40	
02/16/2017	SHB	Receive and review documentation re: Pachnek. Telephone conference with Oldbury. Receive and review updated documents re: Jenkins pre-d; follow up with Oldbury.	0.60	
02/17/2017	SHB	Receive and review City of Sanford employee policy re: Medical Marijuana.	0.20	
02/22/2017	SHB	Receive and review documents re: Francisco Rodriguez discipline matters; follow up with Oldbury. Follow up re: Jenkins pre-d matters.	1.00	
02/23/2017	SHB	Receive and begin review of Paul Green pre-determination documentation. Review prior discipline and request additional documents from City. Review Safety Manual and additional City policies. Follow up with Oldbury.	1.70	
02/24/2017	SHB	Schoenberger - review file. Attended pre-determination conference at City Hall.	2.70	
	JAC	Begin review of Blue and White CBA's	0.80	
		FOR CURRENT SERVICES RENDERED	12.40	2,418.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	3.20	\$195.00	\$624.00
JULIE F. KLAHR	0.40	195.00	78.00
SHANA H. BRIDGEMAN	8.80	195.00	1,716.00

LABOR - General

Photocopies	<u>38.15</u>
TOTAL EXPENSES THRU 02/28/2017	38.15
TOTAL CURRENT WORK	2,456.15
BALANCE DUE	<u>\$2,456.15</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

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

Page: 1
03/02/2017
ACCOUNT NO: 306-0806020
STATEMENT NO: 14305

Attn: Lynn Swanson

Red Light Cameras

			HOURS
01/30/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.50
01/31/2017	SHB	Receive and review correspondence from Elias Rizk requesting refund. Prepare and file notices of intent to rely on business records for use at trial. Discuss program wrap-up and ATS contract true-up matters with Howard.	2.00
	MDC	Teleconference Re: status of pending red light camera cases.	0.50
02/01/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.40
02/02/2017	SHB	Receive and review correspondence from Clerk of Court re: fine distribution to City. Follow up with JAC and MDC. Prepare and file notices of intent to rely on business records for use at trial.	1.60
	MDC	Review emails on pending cases, confer with SHB; confer with JAC on strategy for upcoming hearings.	0.30
	JAC	Review RLC program wind down and pending case settlement/dismissal options	0.80
02/03/2017	SHB	Follow up with MDC re: Rishk appeal.	0.30
	MDC	Meet with SB, review issues for 2/15 status conference.	0.30
	JAC	Review TH emails and discuss settlement with SB	0.30
02/06/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.80
02/08/2017	SHB	Ronald Parker - receive and review correspondence re: request for new hearing and hearing officer's order on request; transmit to PD for review. Prepare and file notices of intent to rely on business records for use at trial.	1.30
02/09/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.20
02/10/2017	SHB	Receive and review Feliu Motion to Dismiss; follow up with PD.	0.20
02/13/2017	SHB	Follow up re: upcoming trial and subpoena matters.	0.30
02/14/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.00
02/15/2017	MDC	Review hearing issues with SHB.	0.30
02/17/2017	SHB	Transmit 2/15/17 status check docket to BBPD for review. Correspondence	

Red Light Cameras

			HOURS	
		to BBPD re: upcoming trials and Damico hearing. Telephone conference with Howard. Transmit 2/15 docket to Hollander and Agee. Review upcoming trials and pending NOI requests. Receive and review order on Beltran motion.	2.10	
02/20/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.70	
02/21/2017	SHB	Receive and review correspondence from City re: Judge Damico cases; follow up with staff re: payment methods and updating ATS system.	0.30	
02/22/2017	SHB	Various correspondence with City re: payments for Damico cases. Telephone conference with Howard. Prepare and file notices of intent to rely on business records for use at trial.	1.90	
	MDC	Confer with SHB on status of hearings.	0.30	
	JAC	Review RLC global case dismissal option	0.30	
02/23/2017	SHB	Review pending cases and hearings; discuss with MDC and JAC. Call to Laverriere re: case matters. Prepare and file notices of intent to rely on business records for use at trial. Telephone conference with Laverriere, Verrigni, and Petriello re: pending trials.	3.00	
02/27/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.40	
02/28/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	2.30	
		FOR CURRENT SERVICES RENDERED	29.40	5,733.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	1.40	\$195.00	\$273.00
MICHAEL D. CIRULLO	1.70	195.00	331.50
SHANA H. BRIDGEMAN	26.30	195.00	5,128.50

Photocopies	36.75
TOTAL EXPENSES THRU 02/28/2017	36.75
TOTAL CURRENT WORK	5,769.75
BALANCE DUE	<u>\$5,769.75</u>

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

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03/02/2017
ACCOUNT NO: 306-9001821
STATEMENT NO: 14306

Attn: Lynn Swanson

General Matters

			HOURS
01/30/2017	DNT	Review Parry Village utility system purchase agreement and requested revisions.	0.50
	JAC	Agenda prep; review utility issue regarding trailer park with DT; title notes research regarding dedication and defunct corporation	1.60
01/31/2017	SHB	Receive and review inquiry re: Cypress Property & Casualty Insurance (CPCIC) business tax receipt.	0.10
	DNT	Telephone conference call with Michael Low regarding Parry Village utility service purchase agreement; dictate revisions to Parry Village utility service purchase agreement.	0.90
	JAC	Agenda preparation; review ACA assignments.	2.80
02/01/2017	JAC	Continue agenda prep; review town meeting issues and notice; evaluate procurement/piggy-back issue	2.20
02/02/2017	JAC	On site agenda wrap up; prepare for meeting; review pending AC Atty assignments; office records review; prep regarding QPODD issues; research regarding rewrite of policy regarding text messaging retention requirements	5.50
02/03/2017	DNT	Dictate and review emails regarding Parry Village Easement.	0.30
	SHB	Receive and review commission agenda.	0.30
	JAC	Assignment administration; review budget status; research regarding pension evaluation RFQ; review PRR process; review utility water service recording and annexation issue	3.80
02/06/2017	SHB	Review commission agenda. Discuss agenda matters with JAC.	0.40
	DNT	Review status of Easement at Parry Village; review status of Royal Manor Easements and Conveyance.	0.50
	JAC	Onsite office administration; meeting prep; status conference; research regarding easements; prep regarding Town Square issue	7.30
	JFK	Research regarding charter school zoning issues.	0.70
02/07/2017	DNT	Telephone conference call with Michael Low regarding Parry Village Easement for utility services.	0.50
	JAC	onsite office administration; prepare for and attend Commission meeting	7.30

General Matters

			HOURS
02/08/2017	JAC	commission meeting follow up; review billing issues and budget options; mail/memo review; research lien priority issue and prepare response to Clerk of Court re: disbursement; review utility acquisition issue	3.70
02/09/2017	JAC	meeting follow up; review reconsideration issue and email re: same; call with Mayor re: procedures; review and revise water service docs; review Town Square status with TH; follow up re: cemetery swap issue	3.30
02/10/2017	JAC	Emails with tax collector regarding surplus funds issue; research priority issue; review pending legislation issues for update to LL; review for agenda; review records regarding Ocean 500/parking and ROW issues.	3.40
02/13/2017	JAC	Onsite; office administration; agenda review and preparation; follow up in Quantum issues/process.	5.20
	DNT	Review agreement for Tropical Breeze public utility conveyance and status of Parry Village.	0.50
02/14/2017	SHB	Recreation - review surplus property regulations; follow up with Majors. Various correspondence with Clerk's office re: plot agreement for Castillo de Fuentes.	1.10
	JAC	Agenda review and preparation; review assignment to AC attorneys review utility acquisitions; follow up regarding telecommunication NOI.	4.10
	DNT	Meeting with Katie Hatcher at City Hall regarding wireless communication facilities.	1.00
02/15/2017	JAC	agenda review and preparation	1.70
02/16/2017	JAC	agenda preparation; calls re: city clerk - duties - elections issue; research re: same	4.10
02/17/2017	JAC	Onsite; review agenda and related contract issues.	2.60
	SHB	Receive and review marijuana civil citation legislation. Discuss with JAC; follow up with Mayor Grant.	0.40
02/20/2017	JAC	Prepare for Commission meeting; review pending assignments and discuss status with TD; review SB assignments	3.20
02/21/2017	SHB	Research re: pubic records and emergency medical services matters; various correspondence with Mattox. Receive and review various correspondence re: de Fuentes cemetery plot; draft new agreement and transmit to Pyle for review.	3.10
	JAC	on site; office administration; review pending department issues/assignments; research Quantum parking lease issue; prepare for and attend Commission meeting; meeting follow up	10.50
	DNT	Review plat documents for Parry Village.	0.40
02/22/2017	SHB	Follow up re: conditional lien reduction code matters. Research public records request matters.	0.70
	JAC	Telephone calls LL regarding Quantum, case settlement authority; Telephone calls Chief Snow regarding Task Force assignment agreement; post meeting review.	3.70

General Matters

			HOURS	
	DNT	Telephone conference call with Michael Low regarding Parry Village and Tropical Breeze Estates utility purchase agreements.	0.50	
02/23/2017	JAC	Agenda prep; review with MC and SB regarding RLC hearings; call with LL regarding pending issues; review new cases for assignment; review MJ moratorium options/process	2.40	
02/24/2017	SHB	Review and sign cemetery deeds. Review and sign items approved at Commission meeting. Review correspondence and backup re: forfeiture matters. Review and approve artist agreements. Follow up re: Florida League of Cities, Inc. contract matters. Review public records request matters.	2.60	
	JAC	Draft Med MJ moratorium Ordinance; follow up regarding QPODD issues; call to LL regarding PD loan office agreement; review SOE qualifying date issue and research options	2.20	
02/27/2017	JAC	onsite office administration; preparation for P&D Bd; research PDA and related CBA leave issues; review Quantum global issues; review McDonald letter re: QPODD dissolution; review AM comments on Chronici N Ord	5.20	
	SHB	Receive and review Florida League of Cities, Inc. agreement with City; follow up with Clerk, Code, and Finance.	0.70	
02/28/2017	JAC	Onsite agenda review; prep for and attend P&D Board meeting; call with LL regarding pending matters; review landfill emissions issue and research state/fed regulations; redraft letter to property owners	6.00	
		FOR CURRENT SERVICES RENDERED	107.00	16,165.84
		TOTAL CURRENT WORK		16,165.84
		BALANCE DUE		<u>\$16,165.84</u>

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Attn: Lynn Swanson

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03/02/2017
ACCOUNT NO: 306-9904908
STATEMENT NO: 14307

adv. Unsecured Creditors of Tribune Company

			HOURS		
02/06/2017	BJS	Review filed correspondence re: Appeal of Order dismissing Shareholder defendants	0.40		
02/07/2017	BJS	t/c with Bonni Jensen re: pending litigation/appeal	0.30		
02/09/2017	BJS	Draft follow up correspondence to Connie Jensen	0.30		
02/10/2017	BJS	Review recently filed letters, documents, and other submission re: Interlocutory Appeal	1.00		
		FOR CURRENT SERVICES RENDERED	2.00		390.00
RECAPITULATION					
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
BRIAN J. SHERMAN		2.00	\$195.00	\$390.00	
TOTAL CURRENT WORK					390.00
BALANCE DUE					<u>\$390.00</u>

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03/02/2017
ACCOUNT NO: 306-9904936
STATEMENT NO: 14308

Attn: Lynn Swanson

adv. Olen Properties Corp., et al

			HOURS	
02/02/2017	JAC	Review pleadings; prep for conference	0.60	
02/06/2017	JAC	prep for settlement conference	1.80	
02/07/2017	JAC	prepare for settlement conference	1.50	
02/08/2017	JAC	attend settlement conference; follow up research-review; call with A. Mack re: process/site plan matter	4.50	
02/17/2017	JAC	Review email exchanges and attorneys; call to Atty SS (left message); miscellaneous prepare regarding sidewalk site plan issue.	1.20	
02/20/2017	JAC	Research related to settlement proposal; review land transfer records and restraints on transfer; review permitting issue	2.20	
02/21/2017	JAC	call with S. Sutphen re: settlement offer; review site plan and plat issue	1.20	
02/22/2017	JAC	Review correspondence regarding settlement proposal and hearing; update LL regarding same; return call to I. Gilbert	0.90	
02/23/2017	JAC	Review case status conference request and related issues; conference call with Irwin Gilbert	0.80	
02/28/2017	JAC	Calls and prep regarding response to McDonald letter; review and prep for POA meeting and voting	1.70	
		FOR CURRENT SERVICES RENDERED	16.40	3,198.00

TIMEKEEPER		RECAPITULATION		
JAMES A. CHEROF		HOURS	HOURLY RATE	TOTAL
		16.40	\$195.00	\$3,198.00

TOTAL CURRENT WORK 3,198.00

BALANCE DUE \$3,198.00

CITY OF BOYNTON BEACH

adv. Olen Properties Corp., et al

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ACCOUNT NO: 306-9904936
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03/02/2017
ACCOUNT NO: 306-9904950
STATEMENT NO: 14309

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS
01/30/2017	TAD	Receipt and review of report and claim information re: accident involving City vehicle (Green). Receipt of subrogation demand from Illustrate, SIR and accident report from City re: accident involving City police vehicle (Parent). Telephone conference with City regarding responses to Green and Parent claims.	1.30
02/01/2017	TAD	Confer with City risk department re: release , medical issues and meetings. Receipt of use of force report (Guitierrez)	0.60
02/06/2017	DNM	Reviewed al files to update all new incoming information.	2.00
02/07/2017	DNM	Reviewed all Boynton Beach cases to update the list of active files.	3.00
	TAD	Confer with JAC re: status of litigation matters.	0.30
02/10/2017	DNM	Receipt and reviewed Certificate of Service of proposed Orders to file away and confer with JAC.	0.70
02/13/2017	DNM	Receipt and reviewed Summons & Complaint.	0.40
02/14/2017	TAD	Receipt and review of correspondence re: new claim information and issues with claim. Review claim letter.	0.20
02/16/2017	DNM	Receipt and reviewed Order to Substitute Party Plaintiff.	0.20
	TAD	Telephone conference with City re: claim from employee. Telephone conference with claimant counsel re: information on claim. Receipt of claim letter. Prepare correspondence to city re: incident and information on same.	0.90
02/17/2017	TAD	Receipt and review of correspondence from City re: potential claim. Receipt of use of force report (White).	0.20
02/20/2017	TAD	Review of claims status and information on new claims notices and prepare for meeting with City re: status. Telephone conference with city re information on proposed release documents.	1.40
02/21/2017	BJS	t/c with City Clerk re: HCRA Properties v. City of Boynton Beach, code appeal pending dismissal from the Court	0.30
	TAD	Telephone conference with City re: claim and release (Hampson). Review	

Litigation Miscellaneous

			HOURS	
		of new claims and accident report re: same. Confer with City re: information on incident.	0.60	
02/22/2017	TAD	Attend meeting with City re: status of risk matters and issues with claims. Receipt of incident report. (Montoya)	3.40	
02/23/2017	DNM	Receipt and reviewed Notice of Appearance and saved file.	0.20	
	DNM	Receipt and reviewed Notice of Non-Objection in Cordero v. FBM Leasing Corp. et al.	0.20	
02/24/2017	BJS	t/c with Scott Harris and review of correspondence re: forfeiture issues	0.30	
	TAD	Receipt and review of correspondence from the City re: proposed release for property damage issues. Review incident report and accident report re: same. Prepare correspondence to City re: release terms.	0.40	
02/27/2017	BJS	t/c/c with Scott Harris and review fo contraband forfeiture statutes	0.50	
	JAC	review pending case assignments and review pleadings re: same; review with BS re: forfeiture issue	0.70	
02/28/2017	TAD	Receipt of correspondence re: vendor agreement and review agreement.	0.40	
		FOR CURRENT SERVICES RENDERED	18.20	3,080.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.70	\$195.00	\$136.50
BRIAN J. SHERMAN	1.10	195.00	214.50
DANIELLA M. NORMIL	6.70	125.00	837.50
TRACEY A. DECARLO	9.70	195.00	1,891.50

Photocopies	47.25
TOTAL EXPENSES THRU 02/28/2017	47.25
TOTAL CURRENT WORK	3,127.25
BALANCE DUE	<u>\$3,127.25</u>

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03/02/2017
ACCOUNT NO: 306-9905018
STATEMENT NO: 14310

Attn: Lynn Swanson

City of Boynton Beach Model Block Right of Way
Acquisition

			HOURS	
01/31/2017	KLE	Prepare status report to commission; email to Ken Dodge Re: status of closing on Collins.	0.70	
02/03/2017	KLE	Telephone conference with Mr. Collins, emails to Tom Baird Re: Withdrawal of funds.	0.40	
02/07/2017	KLE	Review motion and order on disbursement from Baird re: Collins; emails to Baird.	0.60	
02/09/2017	KLE	Review motion and order from tax collector re: Evans.	0.30	
02/10/2017	KLE	Review order from court Re: Parcel 22 Collins Disbursement; emails from Brian Bull and Tax Collector Re: outstanding taxes issues.	0.50	
02/13/2017	SCW	Review correspondence received from Brian Bull regarding Evans tax issue. Meeting with Kerry Ezrol regarding tax issue.	0.60	
	KLE	Research Re: outstanding taxes issue Re: Parcel 21/Collins; Telephone call with Jill Crane at Tax Collector.	0.80	
		FOR CURRENT SERVICES RENDERED	3.90	760.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
KERRY L. EZROL	3.30	\$195.00	\$643.50
SHARI C. WALLEN	0.60	195.00	117.00

TOTAL CURRENT WORK	760.50
BALANCE DUE	<u>\$760.50</u>

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03/02/2017
ACCOUNT NO: 306-9905019
STATEMENT NO: 14311

Attn: Lynn Swanson

adv. Chandler, Nancy (RIC MAN)

			HOURS		
02/14/2017	TAD	Receipt and review of correspondence re: notice for trial and prepare response to same.	0.20		
02/17/2017	TAD	Receipt and review of correspondence re: retention of expert. Receipt of correspondence from adjuster re: status. Telephone conference with outside counsel re: information on status of trial and experts. Prepare correspondence to adjuster and City re: same.	0.90		
02/28/2017	TAD	Receipt of order setting trial.	0.20		
		FOR CURRENT SERVICES RENDERED	1.30		253.50

	RECAPITULATION	HOURS	HOURLY RATE	TOTAL
<u>TIMEKEEPER</u>				
TRACEY A. DECARLO		1.30	\$195.00	\$253.50

Photocopies	3.50
TOTAL EXPENSES THRU 02/28/2017	3.50
TOTAL CURRENT WORK	257.00
BALANCE DUE	<u>\$257.00</u>

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03/02/2017
ACCOUNT NO: 306-9905127
STATEMENT NO: 14312

Attn: Lynn Swanson

adv. Boss, Lendon (RLC appeal)

			HOURS	
01/30/2017	SHB	Review court dockets re: fines received by City; follow up with PD re: trial dispositions. Discuss proposed case settlement with Hollander.	0.90	
01/31/2017	SHB	Telephone conference with MDC and JAC re: Hollander proposed settlement offer. Various correspondence with Hollander. Various correspondence with Bill Abramson. Receive and review fine payment spreadsheet from Petriello; follow up with Suyono re: actual fines received.	1.60	
02/03/2017	SHB	Various correspondence with Hollander re: settlement matters. Discuss with MDC and JAC.	1.00	
02/06/2017	SHB	Discuss case matters with JAC and MDC.	0.60	
02/15/2017	SHB	Prepare for status check and hearing on Motion for Costs. Attend hearing; follow up with JAC, MDC, and Laverriere. Follow up with PD re: trial schedule.	6.00	
02/16/2017	SHB	Follow up with Hollander re: court docket. Follow up with City re: upcoming hearing matters and violator payments.	0.60	
02/21/2017	SHB	Receive and review cost reimbursement check from Hollander; transmit to City.	0.30	
		FOR CURRENT SERVICES RENDERED	11.00	2,145.00

	RECAPITULATION			
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SHANA H. BRIDGEMAN		11.00	\$195.00	\$2,145.00

Photocopies	17.15
TOTAL EXPENSES THRU 02/28/2017	17.15
TOTAL CURRENT WORK	2,162.15

CITY OF BOYNTON BEACH

adv. Boss, Lendon (RLC appeal)

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ACCOUNT NO: 306-9905127
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BALANCE DUE

\$2,162.15

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03/02/2017
ACCOUNT NO: 306-9905129
STATEMENT NO: 14313

Attn: Lynn Swanson

adv. (Donastor, Murat, et al.) vs. JP Morgan Chase
Bank 1607 NE 4th Street, Boynton Beach, FL 33435

			HOURS	
02/07/2017	DNM	Receipt and reviewed Affidavit of Non-Military Service & Certificate of Service.	0.20	
02/16/2017	DNM	Receipt and reviewed Motion for Writ of Possession of the property.	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	50.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	DANIELLA M. NORMIL		0.40	\$125.00
				<u>TOTAL</u>
				\$50.00
		TOTAL CURRENT WORK		50.00
		BALANCE DUE		<u>\$50.00</u>

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03/02/2017
ACCOUNT NO: 306-9905136
STATEMENT NO: 14314

Attn: Lynn Swanson

adv. Jackson, Avian M. (Forfeiture)

			HOURS	
02/17/2017	BJS	Follow up re: pending case Status/Motion to Withdraw	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	BRIAN J. SHERMAN		0.30	\$195.00
				<u>TOTAL</u>
				\$58.50
TOTAL CURRENT WORK				58.50
BALANCE DUE				<u>\$58.50</u>

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Attn: Lynn Swanson

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ACCOUNT NO: 306-9905138
STATEMENT NO: 14315

adv. (Akyeshia C. Gums, et al.) vs. JPMorgan Chase
Bank 2171 NW 1st Street, Boynton Beach, FL 33435

			HOURS	
02/16/2017	DNM	Receipt and reviewed Order on Case Management Conference.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	25.00
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	DANIELLA M. NORMIL	0.20	\$125.00	\$25.00
	TOTAL CURRENT WORK			25.00
	BALANCE DUE			<u>\$25.00</u>

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Attn: Lynn Swanson

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03/02/2017
ACCOUNT NO: 306-9905156
STATEMENT NO: 14316

adv. (Wauchope, Rohan R. et al.) vs. HSBS Bank USA
312 NW 12th Avenue, Boynton Beach, Florida 33435

02/16/2017	DNM	Receipt and reviewed Certificate of Sale. FOR CURRENT SERVICES RENDERED	HOURS		
			0.10		
			0.10		12.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	DANIELLA M. NORMIL		0.10	\$125.00	\$12.50
	TOTAL CURRENT WORK				12.50
	BALANCE DUE				\$12.50

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03/02/2017
ACCOUNT NO: 306-9905184
STATEMENT NO: 14317

Attn: Lynn Swanson

adv. Cleveland, Darren (Federal National Mortgage
Association)

			HOURS	
01/31/2017	DNM	Receipt and reviewed Notice of Hearing.	0.20	
02/02/2017	DNM	Followed up with received notice of hearing in an email noticing our non-appearance.	0.40	
02/28/2017	DNM	Receipt and reviewed cancellation notice for Hearing on Defendant's Motion for Attorneys fees and cost.	0.20	
		FOR CURRENT SERVICES RENDERED	0.80	100.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	DANIELLA M. NORMIL		0.80	\$125.00
				<u>TOTAL</u>
				\$100.00
		TOTAL CURRENT WORK		100.00
		BALANCE DUE		<u>\$100.00</u>

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03/02/2017
ACCOUNT NO: 306-9905188
STATEMENT NO: 14318

adv. The Bank of New York Mellon Trust Company,
N.A. (White, Jack)

			HOURS	
02/09/2017	DNM	Receipt and reviewed Trial Order and Witness List.	0.60	
02/16/2017	DNM	Receipt and reviewed Order setting Non-Jury Trial.	0.30	
		FOR CURRENT SERVICES RENDERED	0.90	112.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	DANIELLA M. NORMIL	0.90	\$125.00	\$112.50
	TOTAL CURRENT WORK			112.50
	BALANCE DUE			<u>\$112.50</u>

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03/02/2017
ACCOUNT NO: 306-9905196
STATEMENT NO: 14319

Attn: Lynn Swanson

adv. Wells Fargo Bank, N.A. (RHA 2, LLC, et al.)

			HOURS	
02/10/2017	JAC	Review Motion to set trial and City's pleadings.	0.40	
02/13/2017	DNM	Receipt and reviewed Motion not to Set Non-Jury Trial; receipt and reviewed Motion for Default against third party Oddyssey Investment Properties.	0.40	
		FOR CURRENT SERVICES RENDERED	0.80	128.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	JAMES A. CHEROF		0.40	\$195.00
	DANIELLA M. NORMIL		0.40	125.00
				<u>TOTAL</u>
				\$78.00
				50.00
		TOTAL CURRENT WORK		128.00
		BALANCE DUE		<u>\$128.00</u>

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03/02/2017
ACCOUNT NO: 306-9905200
STATEMENT NO: 14320

Attn: Lynn Swanson

adv. Nationstar Mortgage, LLC (Meeks, Richard &
Takeeta)

			HOURS	
02/08/2017	DNM	Receipt and reviewed Notice of Hearing for Motion for Judicial Default.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	50.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	DANIELLA M. NORMIL		0.40	\$125.00
				<u>TOTAL</u>
				\$50.00
		TOTAL CURRENT WORK		50.00
		BALANCE DUE		<u>\$50.00</u>

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Attn: Lynn Swanson

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ACCOUNT NO: 306-9905205
STATEMENT NO: 14321

adv. Federal National Mortgage Association (FPM
Properties, LLC, et al.)

			HOURS	
02/16/2017	DNM	Receipt and reviewed Final Consent Judgment on Cross Claim and Redemption Agreement.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	25.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	DANIELLA M. NORMIL		0.20	\$125.00
				<u>TOTAL</u>
				\$25.00
		TOTAL CURRENT WORK		25.00
		BALANCE DUE		<u>\$25.00</u>

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03/02/2017
ACCOUNT NO: 306-9905212
STATEMENT NO: 14322

adv. James B. Nutter & Company (Estate of Hazel
Clemmons, et al.)

			HOURS	
01/31/2017	DNM	Receipt and reviewed e-filed document to save and organized into the file.	0.20	
02/16/2017	DNM	Receipt and reviewed Order appointing Guardian Ad Litem.	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	50.00
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	DANIELLA M. NORMIL		0.40	\$125.00
				<u>TOTAL</u>
				\$50.00
		TOTAL CURRENT WORK		50.00
		BALANCE DUE		<u>\$50.00</u>

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03/02/2017
ACCOUNT NO: 306-9905217
STATEMENT NO: 14323

Attn: Susan Harris, Finance Director

Lubin, Jameka Pre-D (Termination)

			HOURS	
01/30/2017	SHB	Receive and review additional correspondence and arbitration exhibits from Oldbury and Bryant.	1.00	
01/31/2017	SHB	Arbitration prep at City Hall. Meet with witnesses and review additional exhibits. Discuss case matters with JAC. Receive and review various correspondence from Joseph Brenner (SEIU) re: arbitration cancellation.	4.30	
		FOR CURRENT SERVICES RENDERED	5.30	1,033.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
SHANA H. BRIDGEMAN		5.30	\$195.00	\$1,033.50
TOTAL CURRENT WORK				1,033.50
BALANCE DUE				<u>\$1,033.50</u>

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Attn: Lynn Swanson

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03/02/2017
ACCOUNT NO: 306-9905221
STATEMENT NO: 14324

adv. Bock, Sharon R., as Clerk & Comptroller for
PBC

			HOURS	
02/01/2017	DNM	Receipt and reviewed plaintiff's Motion for Default.	0.30	
02/15/2017	DNM	Receipt and reviewed Notice for Non-Jury Trial.	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	75.00
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	DANIELLA M. NORMIL	0.60	\$125.00	\$75.00
	TOTAL CURRENT WORK			75.00
	BALANCE DUE			<u>\$75.00</u>

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03/02/2017
ACCOUNT NO: 306-9905227
STATEMENT NO: 14325

adv. Federal National Mortgage Association
(Moskoff, Eric)

			HOURS	
02/07/2017	DNM	Receipt and reviewed Notice of Change of Firm.	0.20	
02/10/2017	JAC	Review pleading and order.	0.30	
02/23/2017	DNM	Receipt and review Notice of Dismissal and Final disposition.	0.20	
02/28/2017	DNM	Receipt and reviewed Notice of Service and Order regarding payments.	0.40	
		FOR CURRENT SERVICES RENDERED	1.10	158.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.30	\$195.00	\$58.50
DANIELLA M. NORMIL	0.80	125.00	100.00

TOTAL CURRENT WORK 158.50

BALANCE DUE \$158.50

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ACCOUNT NO: 306-9905250
STATEMENT NO: 14326

Freedom Mortgage Corporation (Price, Perry A.)

			HOURS	
02/20/2017	SCW	Draft Answer and Affirmative Defenses.	0.90	
02/22/2017	SCW	Meeting with JAC and telephonic conference with the Code Department.		
		Revise Answer and Affirmative Defenses.	0.60	
		FOR CURRENT SERVICES RENDERED	1.50	292.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	SHARI C. WALLEN	1.50	\$195.00	\$292.50
	TOTAL CURRENT WORK			292.50
	BALANCE DUE			<u>\$292.50</u>

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03/02/2017
ACCOUNT NO: 306-9905251
STATEMENT NO: 14327

adv. Seminole Lakes Homeowners Association, Inc.
(IH4 Property Florida, LP a Delaware Limited
Partnership)

02/24/2017	SCW	Review file and Complaint. Draft Notice of Disclaimer. FOR CURRENT SERVICES RENDERED	HOURS		
			0.70		
			0.70		136.50
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	SHARI C. WALLEN		0.70	\$195.00	\$136.50
	TOTAL CURRENT WORK				136.50
	BALANCE DUE				\$136.50

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03/02/2017
ACCOUNT NO: 306-9905252
STATEMENT NO: 14328

Attn: Lynn Swanson

adv. Sharon R. Bock, as Clerk and Comptroller for
Palm Beach County, Florida
(Ganoe, William & Blanchard, Joshua)

			HOURS	
02/24/2017	SCW	Review file and review public records.	0.30	
02/27/2017	BJS	Meeting with SCW re: case review	0.20	
02/28/2017	SCW	Review Complaint and Exhibits, and Public Records and Prepare Answer and Affirmative Defenses.	2.30	
		FOR CURRENT SERVICES RENDERED	2.80	546.00

RECAPITULATION		HOURS	HOURLY RATE	TOTAL
<u>TIMEKEEPER</u>				
BRIAN J. SHERMAN		0.20	\$195.00	\$39.00
SHARI C. WALLEN		2.60	195.00	507.00

Photocopies	41.30
TOTAL EXPENSES THRU 02/28/2017	41.30
TOTAL CURRENT WORK	587.30
BALANCE DUE	\$587.30

Goren, Cherof, Doody & Ezrol, P.A. - Feb 2017

Risk Cases

Jean-Baptis, Kevens	136.50
Freeman, Luanne(False Arrest)	78.00
Ford, Sharron(Negligence arrest)	331.50
Laster, Torami(Slip & Fall)	97.50
Mina, German (Slip & Fall)	5,981.15
Gregory, Mola (Slip & Fall)	450.00
Oldham, Dana (Fall)	778.50
Robinson, Bennie(False Arrest)	2,889.50
Galindez, Dennis(Slip & Fall)	2,411.00
Caliskan, Hasan(MVA)	390.00
Jenkins, Gail & Leon(Demolition)	1,295.40
Baez, Estela (Slip & Fall)	1,189.50
Blutcher, Pamela (MVA)	757.45
Goldman, Barry(Bike/grate accident)	15,854.25
Braswell, Jeffrey(Excessive Force)	175.50
Jackson-Evancich, Deborah	195.70
Broberg, Leif Complaint(2015)	585.00
Dunn, Jonathan(arrest w/o probable)	58.50
Wade, George(auto accident)	1,152.00
Ceus, Amya(Injuries @ Park&Rec)	312.00
Caliendo, Giovanni & Emily(Code)	1,386.15
Shevlin, Patrick(false arrest)	369.00
Ryan, Ronald(whistleblower)	136.50
Estime, Robens(Police Deadly Force)	4,300.50
Barthelmy, Clorena(Vehicle Accident)	58.50
Hill, Ashley(excessive force)	97.50
Clemens, Jennifer(Personal Injury)	253.50
Bolt, Barbara Dilger (MVA)	39.00
Basinski, Donna(MVA Garbage Truck)	39.00
Jenkins, Laquanda (Public Works)	0.00
TOTAL Goren,Cherof Risk Legal Costs	41,798.60

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03/02/2017
ACCOUNT NO: 306-9905022
STATEMENT NO: 14330

adv. Jean-Baptist, Kevens

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

			HOURS	
02/14/2017	TAD	Receipt and review of correspondence from adjuster re: status of claim.	0.10	
02/15/2017	TAD	Receipt and review of internal affairs report and information on status of investigation re: response to request for information from adjuster.	0.60	
		FOR CURRENT SERVICES RENDERED	0.70	136.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.70	\$195.00
				<u>TOTAL</u>
				\$136.50
		TOTAL CURRENT WORK		136.50
		BALANCE DUE		<u>\$136.50</u>

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03/02/2017
ACCOUNT NO: 306-9905029
STATEMENT NO: 14331

adv. Ford, Sharron (negligence arrest)

Billing Category 18-RLO

			HOURS		
02/06/2017	TAD	Receipt and review correspondence re: mediation. Receipt of status report.	0.30		
02/07/2017	TAD	Receipt and review correspondence from City re: mediation and prepare response to same. Prepare correspondence to outside counsel re: status.	0.20		
02/13/2017	TAD	Receipt and review of notice of mediation and correspondence re: same.	0.10		
02/15/2017	TAD	Receipt of correspondence from outside counsel re: status and prepare response to same.	0.20		
02/16/2017	TAD	Receipt and review of correspondence from outside counsel re: status and mediation.	0.10		
02/20/2017	TAD	Extended telephone conference with outside counsel re: status and mediation issues. Prepare memorandum re: information on claim. Prepare correspondence to city re: same.	0.80		
		FOR CURRENT SERVICES RENDERED	1.70		331.50

	RECAPITULATION	HOURS	HOURLY RATE	TOTAL
<u>TIMEKEEPER</u>				
TRACEY A. DECARLO		1.70	\$195.00	\$331.50

TOTAL CURRENT WORK	331.50
BALANCE DUE	<u>\$331.50</u>

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03/02/2017
ACCOUNT NO: 306-9905039
STATEMENT NO: 14332

adv. Freeman, Luanne (False Arrest)

Billing Category: 18-RLO
Claim #001470-000348-PP-01

			HOURS	
01/30/2017	TAD	Receipt and review of order dismissing case.	0.10	
02/08/2017	TAD	Receipt and review of correspondence from plaintiff re: settlement and prepare correspondence to City re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.40	78.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.40	\$195.00	\$78.00
TOTAL CURRENT WORK				78.00
BALANCE DUE				<u>\$78.00</u>

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03/02/2017
ACCOUNT NO: 306-9905056
STATEMENT NO: 14333

adv. Laster, Torami (slip & fall)

Billing Category 18-RLO
Claim #001470-000342-GB-01

			HOURS	
02/07/2017	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same.	0.20	
02/13/2017	TAD	Telephone conference with adjuster re: claim status and offer.	0.30	
		FOR CURRENT SERVICES RENDERED	0.50	97.50
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.50	\$195.00	\$97.50
TOTAL CURRENT WORK				97.50
BALANCE DUE				<u>\$97.50</u>

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03/02/2017
ACCOUNT NO: 306-9905062
STATEMENT NO: 14334

adv. Mina, German (slip & Fall)

Billing Category: 18-RLO
Claim #001470-000340-GB-01

			HOURS
01/30/2017	DNM	Followed up on scheduling deposition dates with Plaintiff's attorney.	0.30
01/31/2017	DNM	Telephone call from Janet Van Alstine to discuss dates of availability for depositions of the medical experts in this case.	0.30
02/01/2017	DNM	Discussion with Janet Re:: Scheduling depositions of medical experts.	0.60
	TAD	Receipt and review of correspondence from investigator re: depositions and prepare response to same. Telephone conference with City re: deposition of employees from public works.	0.30
02/03/2017	DNM	Drafted deposition notice for Dr. Chung.	0.20
	DNM	Follow up with Janet regarding the location for Dr. Mahan's Deposition.	0.50
	DNM	Started organizing and preparing materials for upcoming trial.	2.60
	TAD	Research re: video evidence. Prepare for deposition of investigator. Prepare for meeting with assistant public works director.	1.30
02/06/2017	DNM	Finalized Notice of Deposition Duces Tecum for Dr. Mahan.	0.30
	DNM	Reviewed and organized records for upcoming trial.	2.00
02/07/2017	TAD	Receipt and review correspondence re: depositions of doctors. Prepare outline of issues for deposition of Obrevich.	0.80
02/08/2017	DNM	Preparation of trial binder, folders.	3.00
02/09/2017	DNM	Preparing trial binder, folders, and organizing our exhibit list.	4.60
02/10/2017	DNM	Continued working on trial binder, folders, and exhibit list.	5.60
	TAD	Revise pre-trial report to include additional information. Prepare correspondence to adjuster re: same. Receipt of correspondence from adjuster re: authority.	0.60
02/13/2017	TAD	Attend pre-deposition conference with investigator. Attend pre-deposition conference with assistant public works director.	0.90

adv. Mina, German (slip & Fall)

			HOURS	
02/14/2017	TAD	Receipt of correspondence from plaintiff counsel re: deposition of investigator and prepare response to same. Telephone conference with Roberts re: deposition. Attend deposition of Roberts. Confer with plaintiff counsel re: potential settlement.	3.60	
	TAD	Receipt and review of correspondence re: deposition of plaintiffs expert and prepare response to same.	0.20	
02/15/2017	TAD	Receipt and review of request for City's records and prepare response to same;.	0.20	
02/21/2017	TAD	Receipt and review of correspondence from plaintiff counsel re: trial exhibits and prepare response to same.	0.20	
02/22/2017	TAD	Review claim information and prepare for calendar call. Receipt of correspondence from the plaintiff re: additional depositions and motion. Receipt of correspondence from plaintiff re: stipulation. Draft proposed pre-trial stipulation.	1.40	
02/23/2017	TAD	Telephone conference with plaintiff counsel re: trial issues and agreement. Attend calendar call for matter. Second telephone conference with plaintiff re: settlement and pre-trial stipulation.	3.80	
	DNM	Located and started organizing all documents, including medical records and all pleadings in preparation for upcoming trial.	1.10	
02/24/2017	TAD	Receipt and review of plaintiffs motion to strike and continue. Telephone conference with plaintiff re: status of claim and potential settlement. Receipt of correspondence from plaintiff re: changes to stipulation. Revise stipulation. Receipt of correspondence from plaintiff re: motion to continue and trial issues. Receipt of notice of hearing on motion to strike and continue.	1.20	
	JAC	Review M/continue, pre-trial stipulations and related trial issues	0.50	
	DNM	Started preparing our exhibit list, cross-referencing with Plaintiff's exhibit list, making notes of all documents and records needed for trial, and creating trial binders.	3.10	
		FOR CURRENT SERVICES RENDERED	39.20	5,950.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.50	\$195.00	\$97.50
DANIELLA M. NORMIL	24.20	125.00	3,025.00
TRACEY A. DECARLO	14.50	195.00	2,827.50

Photocopies	31.15
TOTAL EXPENSES THRU 02/28/2017	31.15
TOTAL CURRENT WORK	5,981.15

CITY OF BOYNTON BEACH

adv. Mina, German (slip & Fall)

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BALANCE DUE

\$5,981.15

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ACCOUNT NO: 306-9905066
STATEMENT NO: 14335

adv. Gregory, Mola (slip & fall)

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

			HOURS		
02/01/2017	DNM	Continued working on received documents to update our records and notes.	2.20		
02/06/2017	DNM	Review of incoming records and documents to update our records.	1.40		
FOR CURRENT SERVICES RENDERED			3.60		450.00
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DANIELLA M. NORMIL			3.60	\$125.00	\$450.00
TOTAL CURRENT WORK					450.00
BALANCE DUE					<u>\$450.00</u>

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ACCOUNT NO: 306-9905069
STATEMENT NO: 14336

adv. Oldham, Dana (fall)

Billing Category 18-RLO
Claim #001470-000346-GB-01

			HOURS
02/02/2017	TAD	Receipt and review of correspondence from adjuster re: claim information and prepare response to same. Receipt of notice of non-party production. Receipt of subpoenas to Social Security; Ascent; Bethesda Hospital; Orthopedic Centers of the Palm Beaches; Florida Hospital; Cleveland Clinic; JFK Medical Center; Dr. Sanandeo; Dr. Gabor; and Optum.	1.40
02/06/2017	DNM	Drafted Request for copies.	0.30
	TAD	Receipt and review of Any Kind's answer and affirmative defenses and motion to dismiss.	0.30
02/07/2017	TAD	Receipt and review of reply to affirmative defenses. Receipt of correspondence re: mediation and deposition of plaintiff. Receipt of correspondence Any Kind re: same. Prepare response to same.	0.60
02/10/2017	TAD	Receipt and review of correspondence re: mediation.	0.10
02/13/2017	TAD	Receipt and review of response to request for records and prepare correspondence re: same.	0.20
02/14/2017	TAD	Receipt and review of correspondence re: pre-mediation report.	0.10
02/15/2017	TAD	Receipt and review of notice of mediation and prepare correspondence to the City re: same.	0.20
02/17/2017	TAD	Receipt and review of correspondence from the City re: mediation.	0.10
02/20/2017	TAD	Receipt and review of correspondence re: deposition of plaintiff and prepare response to same.	0.20
02/21/2017	TAD	Receipt and review of certificate of non-objection re: non party subpoenas. Receipt of correspondence re: deposition of plaintiff.	0.20
02/27/2017	TAD	Receipt and review of notice of non-party production and subpoenas and prepare request for records.	0.40

adv. Oldham, Dana (fall)

FOR CURRENT SERVICES RENDERED				<u>HOURS</u>	<u>778.50</u>
				4.10	
RECAPITULATION					
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>		
DANIELLA M. NORMIL	0.30	\$125.00	\$37.50		
TRACEY A. DECARLO	3.80	195.00	741.00		
TOTAL CURRENT WORK					778.50
BALANCE DUE					<u>\$778.50</u>

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ACCOUNT NO: 306-9905073
STATEMENT NO: 14337

adv. Robinson, Bennie (false arrest)

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

			HOURS	
01/31/2017	DNM	Finished revising Trial Order outline and reviewed records.	1.10	
02/03/2017	DNM	Receipt and reviewed plaintiff's RFP and Interrogatories to follow up on what is missing.	0.80	
02/06/2017	TAD	Review plaintiffs discovery responses. Review medical records produced by plaintiff. Review plaintiff initial disclosures. Review police report and prepare for the deposition of the plaintiff.	3.60	
02/07/2017	TAD	Receipt and review correspondence from plaintiff re: mediation. Prepare response to same . Receipt of correspondence from Harris counsel re: mediator. Receipt of plaintiffs request to court clerk to appoint mediator.	0.50	
02/08/2017	TAD	Receipt and review of clerks appointment of mediator.	0.10	
02/10/2017	TAD	Attend deposition of plaintiff. Confer with plaintiff counsel re: depositions of City personnel. Confer with Harris counsel re: offer.	6.30	
02/16/2017	TAD	Prepare report to City re: deposition of the plaintiff. Prepare correspondence to the City re: prior history of plaintiff and arrest records.	1.40	
02/20/2017	TAD	Receipt and review of correspondence from plaintiff re: deposition of city officers. Telephone conference with City re: officers and information on employment. Prepare correspondence to officers re: same.	0.40	
02/24/2017	TAD	Receipt and review of correspondence from City re: deposition of Mills, Herny and Harris. Telephone conference with City re warrant. Prepare correspondence to Herny re: deposition and meeting.	0.80	
02/27/2017	TAD	Telephone conference with the City re: information on the Plaintiff. Receipt of correspondence from Officer Herny re: meeting and deposition. Receipt of notice of non-party production and prepare request for copies of same.	0.50	
		FOR CURRENT SERVICES RENDERED	15.50	2,889.50

adv. Robinson, Bennie (false arrest)

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DANIELLA M. NORMIL	1.90	\$125.00	\$237.50
TRACEY A. DECARLO	13.60	195.00	2,652.00

TOTAL CURRENT WORK	2,889.50
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BALANCE DUE	<u>\$2,889.50</u>
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03/02/2017
ACCOUNT NO: 306-9905083
STATEMENT NO: 14338

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

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

			HOURS
01/30/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: proposed order. Review order. Receipt of amended answer and affirmative defenses. Prepare correspondence to First Genesis counsel re: issues with order and receipt of response to same with amended order. Receipt of notice of cancellation of hearing.	0.60
02/01/2017	TAD	Receipt of correspondence to court re: proposed order. Review proposed order and attached amended answer.	0.20
02/06/2017	TAD	Receipt and review of motion for extension of time to complete discovery.	0.20
02/07/2017	TAD	Receipt and review of notice of hearing on motion for extension of time.	0.10
02/13/2017	TAD	Receipt and review of notice of hearing on motion to remove case from docket. Receipt of correspondence from plaintiff re: depositions of city employees.	0.30
02/15/2017	TAD	Receipt and review of request for records. Receipt of correspondence re: depositions of city employees and prepare response to same.	0.40
02/16/2017	SCW	Review Motions in Preparation for Hearing on 2/16/17. Attend hearing on Plaintiff's Motion to Extend Discovery Cut-Off and First Genesis Lawn Service, Inc.'s Motion to Remove/Strike Case from Trial Docket or in the Alternative Motion to Continue Trial.	4.00
	TAD	Receipt and review of notice of non-party production and subpoenas to Dr. Kadinask; Dr. Specter; Dr. Sukienik; and Dr. Trejo. Receipt of motion to strike First Genesis Affirmative Defenses. Prepare correspondence to the City re: hearing on motion to extend discovery and strike case.	0.60
02/17/2017	TAD	Receipt and review of notice of hearing on motion to strike. Prepare correspondence to all counsel re: trial order.	0.20
02/20/2017	TAD	Telephone conference with First Genesis counsel re: notice of hearing and motions and potential witnesses.	0.20

adv. Galindez, Dennis (slip & fall)

			HOURS	
02/21/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: trial setting. Telephone conference with Plaintiff re: order on motion to extend discovery. Receipt of correspondence from plaintiff counsel re: trial setting and prepare response to same.	0.60	
02/22/2017	TAD	Receipt and review notice of compliance with request for records and receipt of correspondence to city re: depositions of City employees.	0.10	
02/27/2017	TAD	Receipt and review of motions and prepare for hearings on same.	0.20	
02/28/2017	TAD	Attend hearing on motion to strike affirmative defenses and motion to strike trial date. Receipt of order on motion for extension of discovery. Receipt of order setting trial. Confer with First Genesis counsel re: depositions and trial issues. Receipt of correspondence re: proposed order. Receipt of proposed order.	4.60	
		FOR CURRENT SERVICES RENDERED	12.30	2,398.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO	8.30	\$195.00	\$1,618.50
SHARI C. WALLEN	4.00	195.00	780.00

Photocopies	7.00
TOTAL EXPENSES THRU 02/28/2017	7.00

02/16/2017	Parking - SCW	5.50
	Parking -	5.50
	TOTAL ADVANCES THRU 02/28/2017	5.50
	TOTAL CURRENT WORK	2,411.00
	BALANCE DUE	<u>\$2,411.00</u>

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03/02/2017
ACCOUNT NO: 306-9905092
STATEMENT NO: 14339

adv. Caliskan, Hasan (MVA)

Billing Category: 18-RLO
Claim #001470-000354-AB-02

			HOURS	
01/30/2017	TAD	Receipt and review of correspondence re: mediation and prepare response to same.	0.20	
02/01/2017	TAD	Prepare correspondence to plaintiff counsel re: mediation and trial. Prepare correspondence to City re: mediation.	0.30	
02/02/2017	TAD	Receipt and review of correspondence from plaintiff re: mediation and prepare response to same.	0.20	
02/03/2017	TAD	Extended telephone conference with plaintiff counsel re: settlement issues and trial submissions. Prepare correspondence to plaintiff re: same.	0.40	
02/07/2017	TAD	Receipt and review of correspondence from plaintiff re: mediation. Prepare response to same.	0.20	
02/13/2017	TAD	Receipt and review of correspondence re: mediation and status and prepare response to same.	0.20	
02/16/2017	TAD	Receipt and review of notice of mediation and prepare correspondence to the Clty re: same.	0.20	
02/17/2017	TAD	Receipt and review of correspondence from adjuster re: status and prepare update on same. . Prepare correspondence to plaintiff re: settlement.	0.30	
FOR CURRENT SERVICES RENDERED			2.00	390.00

TIMEKEEPER		RECAPITULATION		TOTAL
TRACEY A. DECARLO		HOURS	HOURLY RATE	
		2.00	\$195.00	\$390.00

TOTAL CURRENT WORK 390.00

CITY OF BOYNTON BEACH

adv. Caliskan, Hasan (MVA)

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ACCOUNT NO: 306-9905092
STATEMENT NO: 14339

BALANCE DUE

\$390.00

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03/02/2017
ACCOUNT NO: 306-9905093
STATEMENT NO: 14340

adv. Jenkins, Gail and Leon (Demolition)

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

			HOURS
02/01/2017	TAD	Review claims and code information re: offer to MERS. Prepare correspondence to MERS counsel re: settlement. Prepare correspondence to City re: settlement issues.	0.90
02/02/2017	TAD	Receipt and review of correspondence from MERS counsel re: motion for extension of time and prepare response to same. Review additional information re: lien and revise correspondence to MERS counsel re: settlement of third party claim. Receipt of correspondence from adjuster re: claim information and prepare response to same.	0.80
02/03/2017	TAD	Receipt and review of correspondence from MERS counsel re: payoff information. Confer with City re: same.	0.20
02/06/2017	TAD	Receipt and review of correspondence from MERS counsel re: offer and prepare: response to same.	0.20
02/07/2017	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same. Receipt of correspondence from MERS counsel re: motion for extension of time and prepare response to same. Receipt of proposed order. Prepare correspondence to MERS re: proposed order.	0.70
02/08/2017	TAD	Receipt and review of Plaintiffs' answer and affirmative defenses to counterclaim. Prepare correspondence re: same.	0.30
02/13/2017	DNM	Working on reply to affirmative defenses.	2.80
02/16/2017	JAC	review counterclaim answer and related pleading; outline trial option	0.70
02/17/2017	TAD	Receipt and review of order on motion for extension of time.	0.10
02/23/2017	TAD	Extended telephone conference with counsel for MERS re: response to counterclaim and settlement.	0.30
02/28/2017	DNM	Finished drafting Reply to Plaintiffs Answer and Affirmative Defenses.	1.00

adv. Jenkins, Gail and Leon (Demolition)

FOR CURRENT SERVICES RENDERED				HOURS	
				8.00	1,294.00
RECAPITULATION					
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>		
JAMES A. CHEROF	0.70	\$195.00	\$136.50		
DANIELLA M. NORMIL	3.80	125.00	475.00		
TRACEY A. DECARLO	3.50	195.00	682.50		
Photocopies				1.40	
TOTAL EXPENSES THRU 02/28/2017				1.40	
TOTAL CURRENT WORK					1,295.40
BALANCE DUE					<u>\$1,295.40</u>

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Attn: Lynn Swanson

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03/02/2017
ACCOUNT NO: 306-9905097
STATEMENT NO: 14341

adv. Baez, Estela (slip & fall)

Billing Category 18-RLO
Claim #001470-000364-GB-01

			HOURS	
01/30/2017	TAD	Receipt and review of order setting trial.	0.20	
02/01/2017	TAD	Telephone conference with Leisureville adjuster re: settlement. Receipt of correspondence from plaintiff re: settlement.	0.30	
02/02/2017	TAD	Receipt and review of correspondence from plaintiff re: settlement. Prepare correspondence to Leisureville re: settlement. Prepare correspondence to the City re: settlement. Telephone conference with Leisureville adjuster re: documents required. Prepare correspondence to plaintiff re: same. Draft release.	2.30	
02/03/2017	TAD	Revise release document to include additional information. Telephone conference with plaintiff re: information needed for settlement. Telephone conference with Leisureville counsel re: medical information.	0.90	
02/06/2017	TAD	Receipt and review of correspondence from plaintiff re: medical records and medicare information. Receipt of records. Receipt of correspondence re: release. Revise release re: same.	0.80	
02/14/2017	TAD	Revise release to include medicare information and release. Prepare correspondence to leisureville adjuster re: release. Receipt of correspondence from plaintiff re: settlement and prepare response to same.	0.80	
02/21/2017	TAD	Receipt and review of correspondence from Leisureville re: changes to release. Revise release documents. Prepare correspondence to plaintiff counsel re: release.	0.40	
02/22/2017	TAD	Receipt and review of correspondence from the Plaintiff re: release and changes to same.	0.10	
02/28/2017	TAD	Receipt of correspondence re: release and release. Prepare correspondence to the plaintiff re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	6.10	1,189.50

adv. Baez, Estela (slip & fall)

<u>TIMEKEEPER</u>	RECAPITULATION	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		6.10	\$195.00	\$1,189.50

TOTAL CURRENT WORK	1,189.50
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BALANCE DUE	<u>\$1,189.50</u>
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03/02/2017
ACCOUNT NO: 306-9905102
STATEMENT NO: 14342

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS	
02/02/2017	TAD	Receipt and review of medical information re: claim and prepare correspondence to adjuster re: same. Prepare notice of hearing on motion to compel. Prepare correspondence to City re: information on property damage claims and investigation.	0.90	
02/20/2017	TAD	Review motion to compel better answers from City and discovery and prepare for hearing on same. Review motion to compel plaintiff and prepare for hearing on same. Prepare proposed orders on motions. Extended telephone conference with plaintiff counsel re motions and discovery issues.	2.00	
02/24/2017	TAD	Prepare amended response to plaintiff's request for production. Prepare amended answers to interrogatories.	0.70	
02/27/2017	TAD	Prepare correspondence to plaintiff re: additional response to request for production.	0.20	
		FOR CURRENT SERVICES RENDERED	3.80	741.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		3.80	\$195.00	\$741.00

Photocopies	16.45
TOTAL EXPENSES THRU 02/28/2017	16.45
TOTAL CURRENT WORK	757.45
BALANCE DUE	<u>\$757.45</u>

CITY OF BOYNTON BEACH

adv. Blutcher, Pamela (MVA)

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03/02/2017
ACCOUNT NO: 306-9905102
STATEMENT NO: 14342

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03/02/2017
ACCOUNT NO: 306-9905111
STATEMENT NO: 14343

Attn: Lynn Swanson

adv. Goldman, Barry (bike/grate accident)

Billing Category: 18-RLO
Claim #001470-000373-GB-01

			HOURS
01/30/2017	TAD	Confer with JAC re: mediation issues and claims. Receipt of correspondence from clerk re: closed door session.	0.30
	JAC	Review FDOT regulations and discuss liability issue with TD; research comparative negligence issue regarding pre-trial motions.	0.60
02/01/2017	JAC	Review for closed door	0.20
	DNM	Started to review and organize folder for upcoming mediation.	0.90
	TAD	Revise pre-mediation report to include additional information and claims.	1.20
02/02/2017	DNM	Reviewed additional records to send out NPNPs.	1.00
	TAD	Review case law re: issues for motions directed at plaintiffs expert testimony. Prepare additional questions and exhibits for deposition of plaintiffs expert.	2.50
02/03/2017	DNM	Started organizing file for upcoming trial; following up on records.	2.50
	TAD	Attend deposition of Plaintiffs expert. Confer with plaintiff re: mediation and trial issues.	3.80
02/06/2017	TAD	Receipt and review of correspondence from plaintiff re medical claim information. Receipt of lien information. Receipt of amended expert report and exhibits. Prepare for meeting with City re: claims and mediation issues.	2.40
02/07/2017	DNM	Reviewed Plaintiff's exhibits; started organizing our exhibits.	3.00
	JAC	prepare for and attend closed door; follow up with TD re: mediation issues	0.80
	TAD	Attend meeting with City re: mediation and trial. Confer with JAC re: claims. Receipt of correspondence re: mediation and prepare:response to same.	3.80
02/08/2017	DNM	Reserched rules and procedures to request the inspection of a material at a mediation; Drafted request for inspection; continued working on organizing documents for mediation.	3.40
	JAC	follow up re: discovery issue	0.20
	TAD	Prepare correspondence to plaintiff re: inspection and receipt of response to same. Review case law re: plaintiffs use of expert testimony and photographs at trial.	2.40

adv. Goldman, Barry (bike/grate accident)

			HOURS
02/09/2017	DNM	Review and revised draft of Request for Inspection with some changes to file and serve.	0.80
	JAC	review for closed door	0.20
02/10/2017	TAD	Prepare pre-mediation report to mediator. Receipt of correspondence from mediator re: same.	0.80
02/13/2017	TAD	Attend mediation of matter. Prepare correspondence to adjuster re: same.	3.60
02/14/2017	JAC	Review mediation developments and trial issues with TD.	0.60
	DNM	Started to prepare medical records and filed documents to organize materials in binders.	0.80
	TAD	Receipt and review of plaintiffs supplemental exhibit list. Receipt of plaintiffs supplemental witness list. Review case law re: evidentiary issues re: plaintiff's expert re: trial preparation.	1.70
02/15/2017	TAD	Receipt and review of mediation report. Review additional exhibits identified by plaintiff expert regarding pretrial motions. Review case law re: motion in limine to exclude evidence.	2.40
02/16/2017	DNM	Review of Goldman documents, medical records, invoices to define a plan of action; meeting with Tracy regarding trial preparation strategy for upcoming trial dates, instructions for trial.	3.80
	JAC	mediation follow up; review pleadings and witness lists	0.30
02/17/2017	DNM	Conducted research on court rulings; communicated with the JA regarding Judge's rules; preparation for the trial; created folders for all jurors.	3.90
	TAD	Review FDOT guidelines, AASHTO standards, Florida Greenbook and other design standards relied upon by plaintiff expert re: trial issues and motions. Review case law re: testimony of expert for motions in limine.	4.60
02/20/2017	DNM	Prepare Plaintiff's exhibit list and city exhibit list.	1.90
	TAD	Telephone conference with Plaintiff counsel re: deposition of plaintiff. Review case law re: additional jury instructions. Receipt of correspondence re: medical visits and additional information. Receipt of additional medical information. Receipt of notice of intent to use summary and summary. Review case law re: same. Prepare correspondence to plaintiff re: objection to notice and prepare motion in limine re: same.	2.80
02/21/2017	DNM	Prepared trial documents and binders.	5.10
	JAC	site visit and trial preparation	1.00
	DNM	Deposition summary of Barry Goldman.	1.30
	TAD	Prepare memo re: trial issues and witnesses. Review case law re: plaintiffs proposed demonstrative exhibits for motion to strike.	2.60
02/22/2017	DNM	Prepared materials for trial.	6.60
	JAC	Pre-Trial conference with RD; evaluate witnesses, exhibits, demonstrative exhibits; pre trial stipulation	0.80
	TAD	Confer with JAC re: trial issue. Receipt of correspondence from plaintiff re: pre-trial stipulation. Receipt of proposed stipulation. Prepare response to plaintiff re: same. Receipt of second correspondence from plaintiff re:	

adv. Goldman, Barry (bike/grate accident)

			HOURS	
		calendar call. Receipt of unilateral pre-trial stipulation. Review case law re: remedial measures and revise motion in limine. Prepare notice of hearing on motions. Review plaintiffs medical information re: information on claims and summary re: motion in limine.	3.00	
02/23/2017	TAD	Attend calendar call on claim. Confer with police department witness re: incident and claim information.	3.30	
	DNM	Discussion with Tracey regarding Calendar Call; contacted witness; assembled duplicates of all of plaintiff's answers and responses to our interrogatories for the trial.	4.40	
	JAC	Trial prep-discuss demonstrative	0.30	
02/24/2017	TAD	Receipt and review of case law regarding use of photographs from public sources and prepare outline re: same. Review plaintiff response to motions and case law re: same.	2.30	
	DNM	Gathered further information for jury chart for preparation of trial.	1.30	
02/27/2017	JAC	review with TD for trial	0.30	
	TAD	Receipt of deposition of plaintiffs expert and review same re: trial and motions. Prepare: correspondence to plaintiff re: City motions. Receipt of correspondence from plaintiff re: same. Review case law from plaintiff re: medical records.	4.30	
02/28/2017	TAD	Receipt of correspondence re: deposition of expert and prepare response to same. Extended telephone conference with plaintiff re: trial issues and discovery. Receipt of correspondence from plaintiff re: trial issues. Review additional case law from plaintiff re: motion in limine.	1.80	
		FOR CURRENT SERVICES RENDERED	95.60	15,793.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	5.30	\$195.00	\$1,033.50
DANIELLA M. NORMIL	40.70	125.00	5,087.50
TRACEY A. DECARLO	49.60	195.00	9,672.00

Photocopies	61.25
TOTAL EXPENSES THRU 02/28/2017	61.25
TOTAL CURRENT WORK	15,854.25
BALANCE DUE	<u>\$15,854.25</u>

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03/02/2017
ACCOUNT NO: 306-9905114
STATEMENT NO: 14344

adv. Braswell, Jeffrey (excessive force)

Billing Category 18-RLO
Claim #001470-000378-PP-03

			HOURS	
02/01/2017	TAD	Receipt and review of mediation summary for claim.	0.30	
02/07/2017	TAD	Receipt and review of correspondence re: motion for funds and motion.	0.10	
02/08/2017	TAD	Receipt and review of correspondence re: demand from claimant.	0.10	
02/13/2017	TAD	Receipt and review of correspondence re: plaintiffs payment of court ordered amounts and correspondence re: same.	0.10	
02/14/2017	TAD	Receipt and review of correspondence re: mediation impasse.	0.10	
02/24/2017	TAD	Telephone conference with outside counsel re: settlement issues.	0.20	
		FOR CURRENT SERVICES RENDERED	0.90	175.50

	RECAPITULATION		
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
TRACEY A. DECARLO		0.90	\$195.00
			<u>\$175.50</u>

TOTAL CURRENT WORK 175.50

BALANCE DUE \$175.50

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03/02/2017
ACCOUNT NO: 306-9905115
STATEMENT NO: 14345

adv. Jackson - Evancich, Deborah

Billing Category: 18-RLO
Claim #001470-000329-GB-01

			HOURS		
02/01/2017	TAD	Receipt of correspondence from plaintiff re: stipulation. Review proposed stipulation. Prepare proposed order of dismissal and prepare correspondence to plaintiff re: same. Prepare correspondence to court re: stipulation and dismissal.	0.70		
02/03/2017	TAD	Receipt and review of order of dismissal and case disposition. Prepare correspondence to the City re: same.	0.30		
FOR CURRENT SERVICES RENDERED			1.00		195.00
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO			1.00	\$195.00	\$195.00
Photocopies					0.70
TOTAL EXPENSES THRU 02/28/2017					0.70
TOTAL CURRENT WORK					195.70
BALANCE DUE					<u>\$195.70</u>

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Attn: Lynn Swanson

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03/02/2017
ACCOUNT NO: 306-9905124
STATEMENT NO: 14346

Broberg, Leif Complaint (2015)

Billing Category: 18-RLO
Claim #001470-000390-EP-01

			HOURS	
02/07/2017	TAD	Receipt and review of correspondence re: motion in opposition to motion to strike. Review memorandum in opposition. Telephone conference with outside counsel re: same.	0.50	
02/08/2017	JAC	review discovery and related issue of proof; research memorandum	0.50	
02/16/2017	JAC	review Broberg pleadings and status of case; review records	0.80	
	TAD	Receipt and review of correspondence re: amended complaint and review of amended complaint and proposed answer.	0.40	
02/23/2017	TAD	Extended telephone conference with outside counsel re: response to amended complaint. Review changes. Prepare correspondence to the City re: same.	0.50	
02/24/2017	TAD	Telephone conference with City re: amended answer. Telephone conference with outside counsel re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	3.00	585.00

	HOURS	HOURLY RATE	TOTAL
<u>TIMEKEEPER</u>			
JAMES A. CHEROF	1.30	\$195.00	\$253.50
TRACEY A. DECARLO	1.70	195.00	331.50

TOTAL CURRENT WORK 585.00

BALANCE DUE \$585.00

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03/02/2017
ACCOUNT NO: 306-9905131
STATEMENT NO: 14347

Attn: Lynn Swanson

adv.Dunn, Jonathan (arrest without probable cause)

Billing Category: 18-RLO
Claim #001470-000379-PP-01

			HOURS	
02/08/2017	TAD	Receipt and review of order dismissing case with prejudice. Prepare correspondence to City re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50
RECAPITULATION				
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.30	\$195.00
			<u>TOTAL</u>	<u>\$58.50</u>
		TOTAL CURRENT WORK		58.50
		BALANCE DUE		<u>\$58.50</u>

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03/02/2017
ACCOUNT NO: 306-9905132
STATEMENT NO: 14348

adv. Wade, George (auto accident)

Billing Category: 18-RLO
Claim #001470-000380-AB-01

			HOURS	
01/30/2017	TAD	Receipt and review of correspondence from expert re: review of claims and prepare correspondence to the City re: same.	0.20	
01/31/2017	DNM	Reviewed all medical records; updated our list.	1.00	
02/01/2017	DNM	Finished updating outline and reviewed incoming medical records to keep information updated in our notes.	2.60	
02/02/2017	DNM	Receipt and reviewed records from Dr. Kabinoff to add to our records; prepared additional records to send to Dr. Zeide.	3.40	
02/13/2017	TAD	Receipt and review of correspondence from court re: calendar call procedure change.	0.20	
02/14/2017	TAD	Receipt and review of correspondence re: status of claim from adjuster. Receipt of second correspondence re: status of subrogation claim.	0.20	
02/16/2017	TAD	Receipt of correspondence from Solid Waste in response to public records request. Receipt of documents re: request.	0.50	
02/17/2017	TAD	Receipt and review of correspondence from expert re review and prepare response to same.	0.30	
		FOR CURRENT SERVICES RENDERED	8.40	1,148.00
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	DANIELLA M. NORMIL	7.00	\$125.00	\$875.00
	TRACEY A. DECARLO	1.40	195.00	273.00

12/02/2016 Parking - TAD

4.00

adv. Wade, George (auto accident)

Parking -	4.00
TOTAL ADVANCES THRU 02/28/2017	<u>4.00</u>
TOTAL CURRENT WORK	1,152.00
BALANCE DUE	<u>\$1,152.00</u>

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Page: 1
03/02/2017
ACCOUNT NO: 306-9905142
STATEMENT NO: 14349

Attn: Lynn Swanson

adv. Ceus, Amya (injuries at Recreation & Parks)

Billing Category: 18-RLO
Claim #001470-000386-GB-01

			HOURS		
01/30/2017	TAD	Receipt and review of correspondence re: settlement. Receipt of proposed release and prepare revisions to same. Receipt of correspondence from adjuster re: settlement with minor. Review statute re: issues with settlement with minor claimant. Prepare correspondence to adjuster re: revisions to release and information on settlement issues.	1.20		
02/01/2017	TAD	Receipt of correspondence from City re: insurance information and prepare response to same. Receipt of correspondence from adjuster and review revised release.	0.40		
FOR CURRENT SERVICES RENDERED			1.60		312.00
RECAPITULATION					
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
TRACEY A. DECARLO		1.60	\$195.00	\$312.00	
TOTAL CURRENT WORK					312.00
BALANCE DUE					<u>\$312.00</u>

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Page: 1
03/02/2017
ACCOUNT NO: 306-9905171
STATEMENT NO: 14350

Attn: Lynn Swanson

adv. Caliendo, Giovanni & Emily (code violation)

Billing Category: 18-RLO
Claim #001470-000400-PI-01

			HOURS	
02/10/2017	JAC	Review case and discovery status for discussion with TD; review Trial order.	0.60	
02/13/2017	SCW	Review file and correspondence and case law received from opposing counsel in preparation of Motion to Dismiss hearing. Attend Motion to Dismiss hearing.	5.20	
	TAD	Receipt and review of correspondence re: information from judicial assistant. Prepare correspondence to all counsel re: same.	0.20	
02/16/2017	TAD	Receipt and review of correspondence from the Plaintiff re: hearing issues and prepare response to same. Receipt of plaintiff's response to Hart's motion to dismiss and case law.	0.70	
02/17/2017	TAD	Receipt and review of motion for extension of time to respond to discovery.	0.20	
02/28/2017	TAD	Receipt of order on motion for extension of time.	0.10	
		FOR CURRENT SERVICES RENDERED	7.00	1,365.00

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.60	\$195.00	\$117.00
TRACEY A. DECARLO	1.20	195.00	234.00
SHARI C. WALLEN	5.20	195.00	1,014.00

Photocopies	17.15
TOTAL EXPENSES THRU 02/28/2017	17.15

12/14/2016	Parking - TAD	4.00
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adv. Caliendo, Giovanni & Emily (code violation)

Parking -	4.00
TOTAL ADVANCES THRU 02/28/2017	<u>4.00</u>
TOTAL CURRENT WORK	1,386.15
BALANCE DUE	<u>\$1,386.15</u>

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Attn: Lynn Swanson

Page: 1
03/02/2017
ACCOUNT NO: 306-9905186
STATEMENT NO: 14351

adv. Shevlin, Patrick (false arrest)

Billing Category: 18-RLO
Claim #001470-000395-PP-01

			HOURS	
01/30/2017	TAD	Receipt and review correspondence from plaintiff re: motion to dismiss. Telephone conference with Judicial Assistant re: hearing on City's motion to dismiss. Prepare proposed order setting hearing and receipt of executed order from Court. Receipt of interrogatories and request for production to City. Prepare correspondence to plaintiff re: request for production and issues with same. Receipt of amended request for production to City.	1.40	
01/31/2017	DNM	Receipt and reviewed Order for Hearing.	0.30	
02/06/2017	JAC	review case status and settlement option	0.30	
FOR CURRENT SERVICES RENDERED			2.00	369.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
JAMES A. CHEROF	0.30	\$195.00	\$58.50
DANIELLA M. NORMIL	0.30	125.00	37.50
TRACEY A. DECARLO	1.40	195.00	273.00

TOTAL CURRENT WORK 369.00

BALANCE DUE \$369.00

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Attn: Lynn Swanson

Page: 1
03/02/2017
ACCOUNT NO: 306-9905216
STATEMENT NO: 14352

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470-000410-EP-01

			HOURS		
02/01/2017	TAD	Telephone conference with City re: insurance issues. Receipt of correspondence from City re: insurance denial and responses.	0.50		
02/23/2017	TAD	Receipt and review of correspondence from plaintiff re: discovery and prepare response to same.	0.20		
FOR CURRENT SERVICES RENDERED			0.70		136.50
RECAPITULATION					
<u>TIMEKEEPER</u>			<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO			0.70	\$195.00	\$136.50
TOTAL CURRENT WORK			136.50		
BALANCE DUE			<u>\$136.50</u>		

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Page: 1
03/02/2017
ACCOUNT NO: 306-9905218
STATEMENT NO: 14353

Attn: Lynn Swanson

adv. Estime, Robens (Police Deadly Force)

Billing Category: 18-RLO
Claim #001470-000411-PP-01

			HOURS	
01/27/2017	SHB	Check court docket re: status of criminal trial; discuss with TAD.	0.30	
02/03/2017	SHB	Review clerk docket re: status of criminal trial; correspondence to prosecutor Bryan Poulton.	0.30	
02/06/2017	SHB	Discuss case matters with TAD. Review PC and follow up with PD re: criminal trial matters.	0.60	
02/08/2017	SHB	Attend criminal trial at West Palm Beach courthouse. Follow up with TAD and SCW re: case matters.	7.50	
02/09/2017	SCW	Attend criminal trial involving Robens Estime.	8.50	
	SHB	Discuss criminal trial matters with SCW. Telephone conference with Assistant Chief Crawford re: Officer Montoya trial summons.	0.60	
02/10/2017	TAD	Receipt and review of information regarding trial and testimony of City officers.	0.50	
	SHB	Discuss criminal trial matters with TAD and SCW. Review court docket re: criminal trial outcome.	0.60	
02/13/2017	SHB	Follow up re: final criminal sentence imposed upon Estime.	0.30	
02/16/2017	TAD	Receipt and review of information re: criminal trial of claimant. Review report from the State Attorney office re: investigation into officers. Prepare report to City re: trial and information on incident.	2.80	
		FOR CURRENT SERVICES RENDERED	22.00	4,290.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	10.20	\$195.00	\$1,989.00
TRACEY A. DECARLO	3.30	195.00	643.50
SHARI C. WALLEN	8.50	195.00	1,657.50

adv. Estimate, Robens (Police Deadly Force)

02/09/2017	Parking - SCW	10.50
	Parking -	10.50
	TOTAL ADVANCES THRU 02/28/2017	10.50
	TOTAL CURRENT WORK	4,300.50
	BALANCE DUE	<u>\$4,300.50</u>

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Attn: Lynn Swanson

Page: 1
03/02/2017
ACCOUNT NO: 306-9905232
STATEMENT NO: 14354

adv. Barthelmy, Clorena (Vehicle Accident)

Billing Category: 18 - RLO
Claim #001470-000415-AB-01

			HOURS	
02/07/2017	TAD	Receipt of correspondence from City re: status and prepare response to same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	TRACEY A. DECARLO	0.30	\$195.00	\$58.50
TOTAL CURRENT WORK				58.50
BALANCE DUE				<u>\$58.50</u>

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Attn: Lynn Swanson

Page: 1
03/02/2017
ACCOUNT NO: 306-9905233
STATEMENT NO: 14355

adv. Hill, Ashley (Police-excessive force)

Billing Category: 18 - RLO
Claim #001470-000378-PP-02

			HOURS	
02/01/2017	TAD	Receipt and review of mediation summary for claim.	0.30	
02/14/2017	TAD	Receipt and review of correspondence re: mediation impasse	0.10	
02/22/2017	TAD	Receipt and review of correspondence re: settlement demand.	0.10	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

TIMEKEEPER		RECAPITULATION		TOTAL
		HOURS	HOURLY RATE	
TRACEY A. DECARLO		0.50	\$195.00	\$97.50

TOTAL CURRENT WORK 97.50

BALANCE DUE \$97.50

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Page: 1
03/02/2017
ACCOUNT NO: 306-9905237
STATEMENT NO: 14356

adv. Clemens, Jennifer (Personal Injury)

Billing Category: 18 - RLO
Claim #001470-000417-GB-01

			HOURS	
01/30/2017	TAD	Receipt of demand letter and medical information. Review claim notes re: negotiations and investigation into claim. Prepare correspondence to adjuster.	1.20	
02/14/2017	TAD	Receipt and review of correspondence from adjuster re: status of claim.	0.10	
		FOR CURRENT SERVICES RENDERED	1.30	253.50

TIMEKEEPER		RECAPITULATION		TOTAL
		HOURS	HOURLY RATE	
TRACEY A. DECARLO		1.30	\$195.00	\$253.50

TOTAL CURRENT WORK	253.50
BALANCE DUE	<u>\$253.50</u>

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Attn: Lynn Swanson

Page: 1
03/02/2017
ACCOUNT NO: 306-9905253
STATEMENT NO: 14357

adv. Bolt, Barbara Dilger (MVA)

Billing Category: 18 - RLO
Claim #001470-000422-AB-01

			HOURS	
02/22/2017	TAD	Receipt and review of correspondence re: claim letter and accident report.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
TRACEY A. DECARLO		0.20	\$195.00	\$39.00
TOTAL CURRENT WORK				39.00
BALANCE DUE				<u>\$39.00</u>

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Boynton Beach FL 33425

Attn: Lynn Swanson

Page: 1
03/02/2017
ACCOUNT NO: 306-9905256
STATEMENT NO: 14358

adv. Basinski, Donna (MVA garbage truck)

Billing Category: 18 - RLO
Claim #001470-000422-AB-02

02/22/2017	TAD	Receipt and review of claim letter from claimant.	HOURS	
			0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50
		RECAPITULATION		
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>
	TRACEY A. DECARLO		0.10	\$195.00
				<u>TOTAL</u>
				\$19.50
		TOTAL CURRENT WORK		19.50
		BALANCE DUE		<u>\$19.50</u>

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Page: 1
03/02/2017
ACCOUNT NO: 306-9905257
STATEMENT NO: 14359

Attn: Lynn Swanson

adv. Basinski, Tricia (MVA garbage truck)

Billing Category: 18 - RLO
Claim #001470-000422-AB-03

02/22/2017	TAD	Receipt and review of claim letter from claimant. FOR CURRENT SERVICES RENDERED	HOURS		
			0.10		
			0.10		19.50
		RECAPITULATION			
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	TRACEY A. DECARLO		0.10	\$195.00	\$19.50
	TOTAL CURRENT WORK				19.50
	BALANCE DUE				\$19.50

Lewis, Stroud & Deutsch, PL-Feb 2017

Risk-Outside Counsel

Broberg v City, Police

8,817.36

Johnson, Anselmo, Murdoch, Burke, Pipper & Hochman, P.A.

Dunn v City

85.86

Harris v City

46.55

132.41

Roberts, Reynolds, Bedard & Tuzzio, PLLC-Jan 2017

Yesnick v City

210.35

Braswell v City

1,595.10

Boynton Old School v City

577.50

Andrews v Haugh

49.50

Hill v City

1,146.50

Freeman v City

2,179.25

Harris v City

1,081.80

Broberg v City

9,280.83

16,120.83

TOTAL Jan & Feb 2017 Outside Counsel - Risk

25,070.60

Lewis, Stroud & Deutsch, PL
1900 Glades Road
Suite 251
Boca Raton, FL 33431
Tel 561-826-2800 Fax 561-826-2828

March 1, 2017

Invoice

City of Boynton Beach
Director of HR & Risk Management - Julie
Oldbury
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

In Reference To: Leif Broberg v. City of Boynton Beach, Jeffrey Katz & Suzanne
Crawford
Email Invoice to Julie at City of Boynton Beach
oldburyj@bbfl.us

Invoice # 6401
Federal ID #
20-338-5521

For Professional Services Rendered:

		Hours	Amount
2/1/2017	MN	Review and analyze plaintiffs personal file for disciplinary actions and past assignments	2.30 379.50
	MN	Draft Final motion for summary judgment	2.80 462.00
	MN	Review and analyze plaintiffs allegations for damages compared with his personal records and potential for promotion and missed duty assignments	3.40 561.00
2/2/2017	HL	Receipt and review correspondence from Adrian Alvarez, Esq. requesting an additional week to file the Second Amended Complaint and if unopposed she will submit a motion for extension.	0.10 16.50
	HL	Draft correspondence advising opposing counsel I am in agreement to an extension to file their Second Amended Complaint as long as Assistant Chief Crawford's deposition is rescheduled to a later date. This was agreed upon.	0.10 16.50
2/3/2017	HL	Receipt and review Notice of Cancellation of Deposition of Assistant Chief Suzanne Crawford on February 7, 2017.	0.10 16.50
	HL	Receipt and review Plaintiff's Unopposed Motion for Enlargement of Time to File Second Amended Complaint.	0.10 16.50
	HL	Receipt and review correspondence from Adrian Alvarez, Esq. to Judge Gillen with a copy of the Plaintiff's Unopposed Motion for Enlargement of Time to File Second Amended Complaint and proposed Order on same.	0.20 33.00
2/6/2017	MN	Review and analyze police officers expectancy of motion as damages	2.80 462.00
	MN	Review and analyze FBI practices regarding ongoing investigations and specifically the Harris case	5.70 940.50
2/7/2017	HL	Telephone conference with Suzanne Crawford re: stztus report	0.30 49.50
	HL	Receipt and review Defendant, City of Boynton Beach's Response in Opposition to Plaintiff's Motion to Strike Defendant's Affirmative Defenses.	0.30 49.50
	MN	Review and analyze replacement of plaintiff as acting shift commander considered as an element of damages for tortious interference with employment	3.30 544.50
	MN	Review and analyze police officers loss of ability to work additional details and thereby losing income as damages for tortious interference with employment	4.80 792.00
2/8/2017	HL	Receipt and review executed Agreed Order on Plaintiff's Motion for Enlargement of Time to File Second Amended Complaint.	0.10 16.50
	MN	Review and analyze totality of plaintiffs potential damages	3.70 610.50

561-826-2800

			Hours	Amount
2/9/2017	HL	Receipt and review Notice of Cancellation of Deposition of Chief Jeffrey Katz scheduled for Friday, February 10, 2017.	0.10	16.50
	HL	Receipt and review Notice of Compliance and records from Florida Department of Management Services.	0.20	33.00
	HL	Receipt and review Second Amended Complaint.	0.60	99.00
	HL	Draft correspondence to Assistant Chief Crawford advising that Chief Katz's deposition scheduled for February 10, 2017 has been cancelled. We will let her know when a new date has been confirmed.	0.10	16.50
	MN	Research requirement for dismissal of party defendant as opposed to merely deleting claim against the party	2.80	462.00
	MN	Review and analyze plaintiffs second amended complaint	0.70	115.50
	MN	Research interference with a federal criminal investigation	2.40	396.00
	MN	Review and analyze Second amended complaint for distorted accusations against Crawford	2.00	330.00
2/13/2017	HL	Receipt and review Plaintiff's Notice of Cancellation of Hearing scheduled for February 14, 2017.	0.10	16.50
	MN	Research A defendants right to have scandalous material stricken from a complaint	2.80	462.00
	MN	Research elements of damage for interference with employment contract	2.20	363.00
2/14/2017	MN	Draft Motion to strike scandalous and impertinent matter; Motion to dismiss with prejudice and motion for costs	7.60	1,254.00
2/23/2017	MN	Review and analyze answer and affirmative defenses of city	0.20	33.00
2/24/2017	HL	Receipt and review Defendant, City of Boynton Beach's Answer and Affirmative Defenses to Plaintiff's Second Amended Complaint.	0.30	49.50
2/28/2017	MN	Review and analyze email from plaintiffs attorney about resolving our motion to strike scandalous material from the second amended complaint	0.20	33.00
	MN	Draft letter to plaintiffs counsel about resolving our motion to strike scandalous material	0.20	33.00
Total professional services rendered			52.60	\$8,679.00
Disbursements Incurred:				
2/23/2017	HL	Lexis		18.86
	HL	Copying costs.		119.50
Total Disbursements Incurred:				\$138.36
Total amount of this bill				\$8,817.36
Previous balance				\$7,691.88
Accounts receivable transactions				
2/9/2017	Payment - Thank You No. 0134531787			(\$7,691.88)
Total payments and adjustments				(\$7,691.88)

	<u>Amount</u>
<u>Balance due</u>	<u><u>\$8,817.36</u></u>

Invoice Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Harriet Lewis	2.70	165.00	\$445.50
Marvin Nodel	49.90	165.00	\$8,233.50

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Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36349

CLIENT: City of Boynton Beach
MATTER: Braswell v. Boynton Beach

032
16497

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/22/16	Receipt and review of correspondence from Plaintiff's counsel Finney re: settlement demand of Jeffrey Braswell with documentation attached thereto, and review of same.	LHR	0.80
12/23/16	Correspondence to excess carrier representative Christine O'Brien re: demand letter for Jeffrey Braswell, discussing same, and potential joint mediation for Braswell and Hill claims.	LHR	0.60
01/02/17	Receipt and review of e-mail from excess adjuster Christine O'Brien re: her agreement with initial analysis as to evaluation of case not reaching six figures and advising of Brit's agreement to joint pre-suit Mediation of Hill and Braswell claims.	LHR	0.20
01/02/17	Preparation of email response to excess adjuster Christine O'Brien re: status of potential joint mediation of Braswell and Hill claims.	LHR	0.20
01/03/17	Extensive telephone conference with Plaintiff's counsel Linnes Finney re: potential Mediation and his agreement with same (total time .40 split between Hill & Braswell).	LHR	0.20
01/03/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: advising Mr. Finney advised he cannot ethically do a joint Mediation of Hill & Braswell claims, however, can agree to conduct both pre-suit mediations the same date (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: agreement with both Hill & Braswell Mediations on same date and requesting evaluation report for obtaining additional authority (total time .20 split between Hill & Braswell).	LHR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Preparation of second email to excess carrier representative Christine O'Brien re: will immediately provide requested evaluation report for obtaining additional authority and will so comply (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of e-mail from Plaintiff's counsel Linnes Finney re: need for two separate pre-suit Mediations for Hill and Braswell claims, either on same date or separate dates (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Receipt and review of second e-mail from Plaintiff's counsel Linnes Finney re: pre-suit Mediation. (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Preparation of email response to Plaintiff's counsel Linnes Finney re: acknowledging need for two separate pre-suit Mediations for Hill and Braswell claims and client agreement with same. (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Receipt and review of email response from excess carrier adjuster Christine O'Brien re: pre-suit Mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/04/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Preparation of second email to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Correspondence to Plaintiff's counsel Linnes Finney re: pre-suit Mediation (total time .20 split between Hill & Braswell)	LHR	0.10
01/04/17	Two telephone conferences with Plaintiff's counsel Finney re: pre-suit mediation (total time .40 split between Hill & Braswell).	LHR	0.20
01/05/17	Telephone conference with Mediator Kevin O'Brien re: potential pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Telephone conference with Plaintiff's counsel Finney re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of e-mail to Mediator Kevin O'Brien re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of Initial Case Evaluation.	LHR	2.90
01/06/17	Receipt and review of Notice of Pre-Suit Mediation.	LHR	0.40
01/09/17	Correspondence to excess carrier adjuster Christine O'Brien re: Notice of Pre-Suit Mediation.	LHR	0.20
01/26/17	Receipt and review of e-mail from Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.20
01/26/17	Preparation of email response to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.20
01/26/17	Receipt and review of email response from Plaintiff's counsel Finney to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.20

Client: City of Boynton Beach
Matter: 16497 - Braswell v. Boynton Beach

February 22, 2017
Page 3

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/31/17	Preparation of correspondence to Kevin L. O'Brien, Esq. re: mediation summary.	LHR	1.80

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	9.50	165.00	1,567.50
	Total Professional Services	9.50		\$1,567.50

DISBURSEMENTS

Date	Description	Amount
12/22/16	Photocopies	13.80
01/31/17	Photocopies	13.80
	Total Disbursements	\$27.60

CURRENT BILL TOTAL AMOUNT DUE	\$ 1,595.10
Balance Forward:	0.00
Payments & Adjustments:	-0.00
Total Due:	\$ 1,595.10

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36349
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16497
Matter Name: Braswell v. Boynton Beach

Total Professional Services	1,567.50
Total Disbursements	27.60
CURRENT BILL TOTAL AMOUNT DUE	\$ 1,595.10
Balance Forward:	0.00
Payments & Adjustments:	-0.00
Total Due:	\$ 1,595.10
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$1,595.10

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36345

CLIENT: City of Boynton Beach
MATTER: Boynton Old School v. Boynton Beach

032
13214

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/05/17	Receipt and review of Plaintiff's Notice of Appeal of Court's Order Granting Defendant's Motion to Dismiss With Prejudice.	LHR	0.40
01/06/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Notice of Appeal of Court's Order Granting Defendant's Motion to Dismiss With Prejudice.	LHR	0.20
01/06/17	Receipt and review of 4th DCA's Acknowledgment of New Case.	LHR	0.40
01/06/17	Receipt and review of 4th DCA's executed Order for Appellant to Pay Filing Fees.	LHR	0.20
01/06/17	Receipt and review of 4th DCA's executed Order for Appellant to File Amended Notice of Appeal.	LHR	0.20
01/06/17	Receipt and review of Plaintiff/Appellant's Directions to Clerk in State Court for Appeal.	LHR	0.20
01/09/17	Correspondence to City Risk Manager Julie Oldbury re: Court's Order directing Appellant to file Amended Notice of Appeal within 10 days.	LHR	0.20
01/10/17	Receipt and review of Notice of Appearance of David Sales as Counsel for Plaintiff and Designation of Email Addresses.	LHR	0.20
01/10/17	Receipt and review of Plaintiff's Notice of Filing Amended Notice of Appeal (filed with 4th DCA per Court Order).	LHR	0.20
01/10/17	Receipt and review of Plaintiff's Amended Notice of Appeal (filed in State Court).	LHR	0.40
01/12/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Amended Notice of Appeal and Notice of Filing same.	LHR	0.20
01/12/17	Receipt and review of Receipt for payment of Appellant Fees.	LHR	0.10
01/19/17	Receipt and review of Appellant's Docketing Statement.	LHR	0.40

Client: City of Boynton Beach
Matter: 13214 - Boynton Old School v. Boynton Beach

February 22, 2017
Page 2

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/20/17	Preparation of Docketing Statement and Notice of Appearance of Counsel.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	3.50	165.00	577.50
	Total Professional Services	3.50		\$577.50

CURRENT BILL TOTAL AMOUNT DUE **\$ 577.50**

Balance Forward: 561.00

Payments & Adjustments: -561.00

Total Due: **\$ 577.50**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36345
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 13214
Matter Name: Boynton Old School v. Boynton Beach

Total Professional Services	577.50
Total Disbursements	0.00
CURRENT BILL TOTAL AMOUNT DUE	\$ 577.50
Balance Forward:	561.00
Payments & Adjustments:	-561.00
Total Due:	\$ 577.50
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$577.50

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36346

CLIENT: City of Boynton Beach 032
MATTER: Yesnick v. Boynton Beach 13300

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/13/17	Receipt and review of e-mail from Plaintiff's counsel Amezaga re: requesting conference to discuss case.	LHR	0.20
01/13/17	Preparation of email response to Plaintiff's counsel Amezaga re: acknowledging request for conference to discuss case.	LHR	0.20
01/13/17	Telephone conference with Plaintiff's counsel Michael Amezaga re: status of case and potential settlement negotiations.	LHR	0.30
01/17/17	Telephone conference with Julie Oldbury, City Risk Manager, re: settlement overtures by Plaintiff's counsel and authorized response to same.	LHR	0.30

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	1.00	165.00	165.00
	Total Professional Services	1.00		\$165.00

DISBURSEMENTS

Date	Description	Amount
01/23/17	Copies of documents Medical records for Christopher Yesnick - Boca Raton Outpatient Surgery & Laser Center	45.35
	Total Disbursements	\$45.35

Client: City of Boynton Beach
Matter: 13300 - Yesnick v. Boynton Beach

February 22, 2017
Page 2

CURRENT BILL TOTAL AMOUNT DUE	\$ 210.35
Balance Forward:	32.00
Payments & Adjustments:	-32.00
Total Due:	\$ 210.35

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to

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470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36346
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 13300
Matter Name: Yesnick v. Boynton Beach

Total Professional Services	165.00
Total Disbursements	45.35
CURRENT BILL TOTAL AMOUNT DUE	\$ 210.35
Balance Forward:	32.00
Payments & Adjustments:	-32.00
Total Due:	\$ 210.35
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$210.35

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470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 23, 2017
Bill No. 36455

CLIENT: City of Boynton Beach
MATTER: Andrews v. Haugh et al.

032
12152

Claim # N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/17/17	Receipt and review of Docket obtained from Clerk re: filings to date.	DPC	0.30

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
DPC	Danna P. Clement, Partner	0.30	165.00	49.50
Total Professional Services		0.30		\$49.50

CURRENT BILL TOTAL AMOUNT DUE **\$ 49.50**

Balance Forward: 291.00

Payments & Adjustments: -291.00

Total Due: **\$ 49.50**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36455
Bill Date: February 23, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 12152
Matter Name: Andrews v. Haugh et al.

Total Professional Services	49.50
Total Disbursements	0.00
CURRENT BILL TOTAL AMOUNT DUE	\$ 49.50
Balance Forward:	291.00
Payments & Adjustments:	-291.00
Total Due:	\$ 49.50
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$49.50

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 23, 2017
Bill No. 36456

CLIENT: City of Boynton Beach
MATTER: Freeman v. Boynton Beach

032
16133

Claim: 001470-000348-PP-01

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/04/17	Receipt and review of Correspondence to and from Steve Logan re: mediation.	BLB	0.30
01/04/17	Review/Analyze medical records from Bethesda Hospital pursuant to our Subpoena for records.	DPC	0.50
01/05/17	Receipt and review of Correspondence from Steve Logan requesting an extension to respond to Motion for Summary Judgment.	BLB	0.30
01/06/17	Communicate/Other External correspondence to Resivest Realty re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Peter Katz re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Ralph Palumbo re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Gary Schorr re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Steven Mautner, DDS re our Subpoena for records.	KLR	0.10
01/06/17	Preparation of Correspondence to Steve Logan re: how much time do you need to respond to the Motion for Summary Judgment.	BLB	0.10
01/06/17	Communicate/Other External correspondence to Dr. James Milne re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence from Dr. Ralph Palumbo re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence from Dr. Gary Schorr re our Subpoena for records.	KLR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/06/17	Preparation of Correspondence to and from Julie Oldbury re: run all approvals through her.	BLB	0.30
01/06/17	Communicate/Other External correspondence to Dr. Ralph Palumbo re our Subpoena for records and his response to same, asking to check his file again since Walgreens records showed he wrote a prescription to Plaintiff in 2012.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Peter Katz re our Subpoena for records and his response to same, asking to check his file again since Walgreens records showed he wrote several prescriptions to Plaintiff in 2015.	KLR	0.10
01/06/17	Communicate/Other External telephone call from Dr. Ralph Palumbo re our request to check his file again and comply with Subpoena for records, since Walgreens records showed he wrote a prescription to Plaintiff in 2012.	KLR	0.10
01/09/17	Review/Analyze medical records from Dr. James Milne pursuant to our Subpoena for records.	BLB	0.20
01/09/17	Receipt and review of Correspondence from Steve Logan re: issues regarding prescription in Motion for Summary Judgment.	BLB	0.30
01/09/17	Preparation of Correspondence to Steve Logan re: issues regarding prescription for AN 450 as listed in Motion and issues regarding discovery.	BLB	0.30
01/09/17	Receipt and review of Plaintiff's Motion for Extension of Time to Respond to Davis' Motion for Summary Judgment and proposed Order.	BLB	0.30
01/10/17	Preparation of Correspondence to and from Steve Logan re: agree to extension to respond to Motion for Summary Judgment	BLB	0.30
01/11/17	Communicate/Other External telephone call from Resivest Realty re our Subpoena for records.	KLR	0.10
01/11/17	Receipt and review of Court's Order on Plaintiff's Motion for Extension of Time to Respond to Davis' Motion for Summary Judgment.	BLB	0.10
01/11/17	Receipt and review of Notice of Mediation.	BLB	0.10
01/11/17	Preparation of Correspondence to Julie Oldbury re: mediation.	BLB	0.30
01/13/17	Receipt and review of City of Boynton Beach's Motion for Summary Judgment.	BLB	0.50
01/13/17	Receipt and review of City of Boynton Beach's Statement of Facts to Motion for Summary Judgment.	BLB	0.80
01/20/17	Receipt and review of Correspondence from Steve Logan re: his client wants to settle case.	BLB	0.20
01/20/17	Preparation of Correspondence to Steve Logan re: are you going to drop case?	BLB	0.10
01/20/17	Preparation of Correspondence to Julie Oldbury re: Plaintiff's offer to settle case and issues regarding same.	BLB	0.40

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/20/17	Telephone conference with Steve Logan re: settlement.	BLB	0.30
01/23/17	Receipt and review of Correspondence from Steve Logan to Tracey DeCarlo re: Plaintiff's suggested settlement.	BLB	0.50
01/23/17	Receipt and review of Correspondence from Steve Logan re: suggested settlement.	BLB	0.10
01/23/17	Receipt and review of Correspondence from Julie Oldbury to Tracy DeCarlo re: need to discuss possible settlement.	BLB	0.10
01/23/17	Preparation of Correspondence to Julie Oldbury re: discussions with Tracy DeCarlo and Steve Logan re: possible settlement.	BLB	0.20
01/23/17	Preparation of Correspondence to Julie Oldbury re: Plaintiff's offer to settle case for \$6,500.00.	BLB	0.20
01/23/17	Telephone conference with Tracey DeCarlo re: settlement.	BLB	0.30
01/23/17	Telephone conference with Steve Logan re: settlement.	BLB	0.30
01/24/17	Preparation of Correspondence to and from Steve Logan re: status of settlement and waiting to hear back.	BLB	0.20
01/24/17	Receipt and review of Correspondence from Tracey DeCarlo re: discussed settlement with Julie Oldbury and good resolution.	BLB	0.20
01/24/17	Preparation of Correspondence to Steve Logan re: \$4900.00 settlement offer.	BLB	0.20
01/24/17	Preparation of Correspondence to Tracey DeCarlo re: Plaintiff's offer to settle for \$4,999.00	BLB	0.20
01/24/17	Preparation of Correspondence to and from Steve Logan re: clarify amount of settlement.	BLB	0.30
01/24/17	Preparation of Proposed Stipulation for Dismissal.	SWK	0.20
01/24/17	Preparation of Correspondence to Steve Logan re: waiting for adjuster to respond to amount of settlement.	BLB	0.20
01/24/17	Preparation of Correspondence to Julie Oldbury re: confirm settlement and request settlement check.	SWK	0.30
01/24/17	Preparation of Proposed General Release.	SWK	0.20
01/24/17	Preparation of Correspondence to Steve Logan re: confirm settlement.	SWK	0.30
01/24/17	Telephone conference with Steve Logan re: settlement.	BLB	0.30
01/25/17	Receipt and review of Correspondence from Tracey DeCarlo re: confirm settlement of \$4,999.00.	BLB	0.20
01/25/17	Preparation of Correspondence to Steve Logan re: confirm settlement of \$4999.00	BLB	0.10
01/25/17	Preparation of Correspondence to Tracey DeCarlo and Julie Oldbury re: confirm settlement of \$4999.00 and will prepare documents.	BLB	0.30

Client: City of Boynton Beach
Matter: 16133 - Freeman v. Boynton Beach

February 23, 2017
Page 4

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/25/17	Receipt and review of Correspondence from Steve Logan re: W-9	DPC	0.10
01/25/17	Receipt and review of Correspondence from Tracey DeCarlo re: changes to release and signed Stipulation for Dismissal.	BLB	0.20
01/25/17	Preparation of Correspondence to Steven Logan re: settlement documents.	BLB	0.20
01/25/17	Receipt and review of Executed Stipulation for Dismissal.	SWK	0.10
01/26/17	Draft/Revise correspondence to Steven Mautner, DDS, The Learning Experience, Doodle Bugs, National Transmission Services, Royal Palm Golf Club, Bright Beginnings and Resolution Medical Services advising case has settled and the records previously Subpoenaed are not longer needed.	SWK	1.20
01/26/17	Receipt and review of Executed Stipulation for Dismissal.	SWK	0.10
01/26/17	Receipt and review of Executed Release.	SWK	0.10
01/27/17	Receipt and review of Court's Order of Dismissal.	SWK	0.10

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
BLB	Benjamin L. Bedard, Partner	9.50	165.00	1,567.50
DPC	Danna P. Clement, Partner	0.60	165.00	99.00
KLR	Kathryn L. Reeves, Paralegal	1.20	80.00	96.00
SWK	Stephanie W. Kaufer, Associate	2.60	140.00	364.00
Total Professional Services		13.90		\$2,126.50

DISBURSEMENTS

Date	Description	Amount
01/05/17	Subpoena Fees #LAS-2016016756 RC: Bethesda Hospital re: Freeman - Legal Advocate Services, Inc.	25.00
01/05/17	Outside Printing #1612-000412 copies, re: Freeman - Bethesda Hospital East- Health Info. Dept.	27.75
Total Disbursements		\$52.75

Client: City of Boynton Beach
Matter: 16133 - Freeman v. Boynton Beach

February 23, 2017
Page 5

CURRENT BILL TOTAL AMOUNT DUE	\$ 2,179.25
Balance Forward:	11,073.41
Payments & Adjustments:	-11,073.41
Total Due:	\$ 2,179.25

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36456
Bill Date: February 23, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16133
Matter Name: Freeman v. Boynton Beach

Total Professional Services	2,126.50
Total Disbursements	52.75
CURRENT BILL TOTAL AMOUNT DUE	\$ 2,179.25
Balance Forward:	11,073.41
Payments & Adjustments:	-11,073.41
Total Due:	\$ 2,179.25
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$2,179.25

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36347

CLIENT: City of Boynton Beach
MATTER: Broberg v. Boynton Beach et al.

032
15414

Claim #001470-000390-EP-01

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Receipt and review of e-mail from Judge Gillen to Plaintiff's counsel Alvarez re: need for resubmission of documents for upcoming hearing on Plaintiff's Motion to Strike City's Affirmative Defenses for compliance with divisional instructions of Judge.	LHR	0.10
01/03/17	Receipt and review of e-mail from Lynn Swanson re: deposition of Chief Jeffrey Katz.	LHR	0.20
01/03/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
01/03/17	Receipt and review of email response from Plaintiff's counsel Alvarez to Judge Gillen re: resubmission of courtesy copies of documents for upcoming hearing on Plaintiff's Motion to Strike City's Affirmative Defenses for compliance with divisional instructions of Judge.	LHR	0.20
01/03/17	Review 340 pdfs of email files and attachments for privileged information redaction.	ABE	9.20
01/04/17	Preparation of Defendant, City of Boynton Beach's Notice of Compliance to Defendant, Suzanne Crawford's Request for Copies dated November 28, 2016.	LHR	0.40
01/04/17	Preparation of Defendant, City of Boynton Beach's Notice of Compliance to Defendant, Suzanne Crawford's Request for Copies dated November 23, 2016.	LHR	0.40
01/04/17	Preparation of Defendant, City of Boynton Beach's Notice of Compliance to Plaintiff, Leif Broberg's Request for Copies dated November 28, 2016.	LHR	1.00

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/04/17	Preparation of CD enclosing records pursuant to Defendant, City of Boynton Beach's Notices of Compliance to Defendant, Suzanne Crawford's Request for Copies dated April 6, 2016 and November 23, 2016.	RKD	1.00
01/04/17	Preparation of CD enclosing records pursuant to Defendant, City of Boynton Beach's Notice of Compliance to Plaintiff, Leif Broberg's Request for Copies dated November 28, 2016.	RKD	1.00
01/04/17	Telephone conference with Sgt. Picciano re: request access to email attachments in order to redact prior to producing to Plaintiff's counsel pursuant to Court's Order.	RKD	0.20
01/04/17	Review and redact privileged information from incident reports, accident reports, citations, State Attorney filing documents, and photographs related to Byron Harris prior to producing same to counsel for Plaintiff, Leif Broberg, pursuant to Court's Order.	RKD	1.90
01/04/17	Preparation of City's Amended Supplemental Response to Plaintiff, Leif Broberg's Request to Produce.	LHR	1.00
01/04/17	Preparation of final Dropbox link containing finalized documents for producing as City's Amended Supplemental Response to Plaintiff's Request for Production per the Court's Order.	RKD	1.00
01/04/17	Detailed review and analysis of voluminous redacted emails and attachments (approximately 1,000 pages) in preparation of supplemental response to plaintiff's request to produce.	AGA	4.20
01/04/17	Review and revise proposed privilege log in prep of supplemental response to plaintiff's request to produce.	AGA	0.70
01/04/17	Detailed analysis and revisions to proposed amended/supplemental response to request to produce including voluminous records attached to the same.	AGA	1.20
01/05/17	Receipt and review of e-mail from Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
01/05/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: continuation of deposition of Chief Jeffrey Katz.	LHR	0.20
01/05/17	Preparation of e-mail to Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
01/05/17	Receipt and review of e-mail from Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
01/05/17	Preparation of e-mail to Lynn Swanson re: Chief Jeffrey Katz's deposition dates.	LHR	0.20
01/05/17	Preparation of correspondence to Julie Oldbury re: final draft of City's Amended Supplemental Response to Plaintiff's Request to Produce and Dropbox link containing responsive documents.	LHR	0.60
01/05/17	Preparation of final draft of City's Answers to Plaintiff's Interrogatories.	LHR	0.70
01/05/17	Receipt and review of email response from Jim Cherof re: City no longer using Dropbox when confidentiality is a factor.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/05/17	Telephone conference with Ricardo Reyes, Esq. re: delivery of documents pertaining to City's Request for Copies.	RKD	0.30
01/05/17	Preparation of updated Litigation Loss Report.	LHR	4.90
01/05/17	Second telephone conference with Ricardo Reyes, Esq. re: status of documents pertaining to City's Request for Copies.	RKD	0.30
01/05/17	Receipt and review of Plaintiff's Re-Notice of Taking Deposition of Chief Jeffrey Katz.	LHR	0.20
01/05/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Re-Notice of Taking Deposition of Chief Jeffrey Katz.	LHR	0.20
01/06/17	Preparation of final draft of City's Answers to Plaintiff's Interrogatories.	LHR	0.90
01/06/17	Preparation of public records request to Palm Beach County State Attorney's Office.	LHR	0.60
01/06/17	Review Plaintiff's Complaint and attachments thereto and Plaintiff's Answers to Interrogatories along with correspondence to and from City Manager Lori Laverriere in order to prepare for meetings with Captain Deguilio, Lori Laverriere, Sergeant Dugger, and Officer Thomas.	NSM	2.00
01/07/17	Review Plaintiff's Complaint, Plaintiff's Answers and Responses to discovery responses, emails and documents received from City, and other case materials to prepare documents for use at meetings with City employees Captain DeGuilio, City Manager LaVerriere, Detective Dugger, and Officer Thomas to review Plaintiff's allegations and their knowledge concerning same.	RKD	1.50
01/09/17	Receipt and review of records pertaining to Plaintiff received from Social Security Administration.	LHR	0.30
01/09/17	Preparation of e-mail to all counsel re: upcoming deposition of Plaintiff Leif Broberg.	LHR	0.20
01/09/17	Receipt and review of email response from Co-Defendant's counsel Lewis re: upcoming deposition of Plaintiff Leif Broberg.	LHR	0.20
01/09/17	Receipt and review of two email responses from Plaintiff's counsel Alvarez re: deposition of Leif Broberg.	LHR	0.20
01/09/17	Preparation of e-mail to Plaintiff's counsel Alvarez re: deposition of Leif Broberg.	LHR	0.20
01/09/17	Receipt and review of correspondence from Plaintiff's counsel Alvarez to Judge Gillen with courtesy copies of documents for upcoming hearing on Defendant Crawford's Motion to Dismiss and case law cited therein, and review of same.	LHR	0.40
01/09/17	Receipt and review of Plaintiff's Response and Memorandum of Law in Opposition to Defendant Suzanne Crawford's Motion to Dismiss Amended Complaint.	LHR	0.50
01/10/17	Preparation of Re-Notice of Taking Deposition of Plaintiff Leif Broberg (changes as to time).	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/10/17	Receipt and review of email response from Cynthia Dunn re: questions pertaining to City's Response to Plaintiff's Request to Produce.	LHR	0.20
01/10/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Response and Memorandum of Law in Opposition to Defendant Suzanne Crawford's Motion to Dismiss Amended Complaint.	LHR	0.20
01/10/17	Receipt and review of e-mail from State Attorney's Office re: acknowledgement of public records request.	LHR	0.20
01/10/17	Preparation of email response to Cynthia Dunn re: documents on Dropbox are City's served documents to Plaintiff's Request to Produce.	LHR	0.20
01/10/17	Receipt and review of email response from Cynthia Dunn re: thanks for City's served documents to Plaintiff's Request to Produce.	LHR	0.10
01/10/17	Receipt and review of correspondence from Co-Defendant's counsel Lewis to Judge Gillen with courtesy copies of documents for upcoming hearing on Defendant Crawford's Motion to Dismiss and case law cited therein, and review of same.	LHR	0.40
01/10/17	Attendance at meetings with Capt. DeGuilio, Det. Daniel Dugger, and City Manager Lori LaVerriere to discuss their knowledge of Plaintiff's claims at Boynton Beach City Hall.	NSM	4.50
01/11/17	Receipt and review of correspondence from Co-Defendant's counsel Lewis to Judge Gillen re: additional case law in support of Defendant Crawford's Motion to Dismiss.	LHR	0.30
01/12/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Preparation of email response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Preparation of second e-mail response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Receipt and review of third email from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Preparation of third email response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Review of Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint and Plaintiff's Response in Opposition in preparation for attendance at hearing on following day.	KRH	0.50
01/13/17	Attendance at hearing on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint before Judge Jeffery Gillen at the Palm Beach County Courthouse, West Palm Beach, Florida.	KRH	2.50

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/16/17	Correspondence to Ms. Oldbury re: outcome of hearing on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	KRH	0.30
01/16/17	Receipt and review of Court's executed Order on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	LHR	0.20
01/16/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff, Leif Broberg.	AGA	0.20
01/16/17	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff, Leif Broberg.	AGA	0.20
01/16/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff, Leif Broberg and wife, Amy Broberg.	AGA	0.20
01/16/17	Obtain contact information for Florida Retirement System to subpoena Plaintiff's DROP records.	RKD	0.30
01/16/17	Preparation of e-mail to City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	LHR	0.20
01/17/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Preparation of email response to City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Receipt and review of third email from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Preparation of Statement of Assurance (HIPAA) to Florida Department of Management Services pertaining to Plaintiff.	LHR	0.10
01/17/17	Preparation of Notice of Production from Non-Party directed to Florida Department of Management Services pertaining to Plaintiff.	LHR	0.20
01/17/17	Preparation of subpoena duces tecum directed to Florida Department of Management Services pertaining to Plaintiff.	LHR	0.10
01/17/17	Preparation of correspondence to Julie Oldbury re: requested copies of DROP program documents pertaining to Plaintiff, Leif Broberg.	LHR	0.30
01/17/17	Receipt and review of email response from Julie Oldbury re: requested DROP program documents pertaining to Plaintiff.	LHR	0.30
01/17/17	Receipt and review of DROP enrollment form pertaining to Plaintiff received from Julie Oldbury.	LHR	0.10
01/17/17	Receipt and review of City of Boynton Beach's Code of Ordinances pertaining to DROP program received from Julie Oldbury.	LHR	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/17/17	Telephone conference with Julie Odbury, City Risk Manager, re: status of case.	LHR	0.30
01/19/17	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: issues with deposition of Chief Katz and advising will begin deposition on February 10,	LHR	0.20
01/20/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: upcoming deposition of Chief Katz.	LHR	0.10
01/20/17	Preparation of email response to City Paralegal Lynn Swanson re: upcoming deposition of Chief Katz and advising Plaintiff's counsel has canceled the 1st deposition date of January 23 and will start the deposition on February 10 with continuation to follow.	LHR	0.20
01/20/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's cancellation of deposition of Chief Katz on January 23, however, proceeding with same on February 10 which was for continuation of deposition.	LHR	0.20
01/20/17	Receipt and review of Plaintiff's Notice of Cancellation of January 23, 2017 Deposition of Chief Katz.	LHR	0.20
01/20/17	Receipt and review of Defendant Crawford's Request for Copies to Defendant City for records received from FL Dept. of Management Services	LHR	0.20
01/21/17	Review Plaintiff's Complaint, Plaintiff's Answers and Responses to discovery responses, emails and documents received from City, and other case materials to prepare potential exhibits for use at Plaintiff's deposition of Chief Jeffrey Katz.	RKD	1.00
01/23/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re follow up re: depositions of Plaintiffs, Leif Broberg and Amy Broberg.	LHR	0.20
01/23/17	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: depositions of Plaintiffs, Leif and Amy Broberg.	LHR	0.20
01/23/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: depositions of Plaintiffs, Leif and Amy Broberg.	LHR	0.20
01/23/17	Drafting of prepare Fourth re-Notice of Taking Deposition of Plaintiff, Leif Broberg.	LHR	0.30
01/23/17	Drafting of prepare Second re-Notice of Taking Deposition of Plaintiff, Amy Broberg.	LHR	0.30
01/24/17	Receipt and review of correspondence from Ricardo Reyes, Esq. re: payment for CD containing documents pertaining to Plaintiff pursuant to Request for Copies.	LHR	0.20
01/25/17	Preparation of e-mail to Lynn Swanson, City of Boynton Beach, re: meetings with Chief Katz and Assistant Chief Suzanne Crawford.	AGA	0.10
01/25/17	Receipt and review of e-mail from Lynn Swanson, City of Boynton Beach, re: meetings with Chief Katz and Assistant Chief Suzanne Crawford.	AGA	0.10

Client: City of Boynton Beach
 Matter: 15414 - Broberg v. Boynton Beach et al.

February 22, 2017
 Page 7

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/25/17	Preparation of second email to Lynn Swanson, City of Boynton Beach, re: meetings with Chief Katz and Assistant Chief Suzanne Crawford.	AGA	0.10
01/25/17	Receipt and review of second e-mail from Lynn Swanson, City of Boynton Beach, re: Meeting with City Manager.	NSM	0.10
01/25/17	Receipt and review of third email from Lynn Swanson, City of Boynton Beach, re: Meeting with Officer Ray Thomas.	NSM	0.10
01/25/17	Preparation of second email to Lynn Swanson, City of Boynton Beach, re: Meetings with City Manager and Officer Ray Thomas.	NSM	0.10
01/25/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: upcoming meeting with City Manager Lori LaVerriere.	LHR	0.10
01/25/17	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: upcoming meeting with Officer Ray Thomas.	LHR	0.10
01/29/17	Review Plaintiff's Motion to Strike City's Affirmative Defenses as well as City's Answer and Affirmative Defenses in order to prepare Response in Opposition to Plaintiff's Motion to Strike.	NSM	0.50
01/30/17	Research case law concerning the standard for pleading defenses, the standard for striking defenses, and distinctions for sufficiency of pleadings based upon stages of litigation.	NSM	2.50
01/31/17	Preparation of City's Response in Opposition to Plaintiff's Motion to Strike Affirmative Defenses.	NSM	2.40

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
ABE	Alex B. Ershock, Associate	9.20	140.00	1,288.00
AGA	Andrea G. Amigo, Partner	7.00	165.00	1,155.00
KRH	Keith R. Hedrick, Associate	3.30	140.00	462.00
LHR	Lyman H. Reynolds, Jr., Partner	22.50	165.00	3,712.50
NSM	Nicholas S. Madsen, Associate	12.20	140.00	1,708.00
RKD	Rebecca K. Davis, Paralegal	8.50	80.00	680.00
Total Professional Services		62.70		\$9,005.50

DISBURSEMENTS

Date	Description	Amount
01/04/17	Costs CD pertaining to Notice of Compliance to Co-Defendant, Suzanne Crawford.	15.00
01/05/17	Subpoena Fees #LAS-2016016657 service: Florida Dept. re: Broberg - Legal Advocate Services, Inc.	75.00
01/09/17	Photocopies	46.80
01/10/17	Photocopies	45.60

Client: City of Boynton Beach
Matter: 15414 - Broberg v. Boynton Beach et al.

February 22, 2017
Page 8

DISBURSEMENTS

Date	Description	Amount
01/13/17	Costs Advanced WPB: attend hearing on Def's MTD PIfs Amended Complaint. Parking. - Keith Hedrick	2.00
01/17/17	Travel Boynton Beach: attend meetings w/Capt. DeGuilio, City Manager Laverriere and Det. Dugger. - Nicholas Madsen	18.73
01/31/17	Photocopies	0.60
01/31/17	Photocopies Color copies	38.00
01/31/17	Photocopies	33.00
01/31/17	Photocopies @ \$.15 per copy	0.60
	Total Disbursements	\$275.33

CURRENT BILL TOTAL AMOUNT DUE **\$ 9,280.83**

Balance Forward: 18,207.90

Payments & Adjustments: -18,207.90

Total Due: **\$ 9,280.83**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36347
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 15414
Matter Name: Broberg v. Boynton Beach et al.

Total Professional Services	9,005.50
Total Disbursements	275.33
CURRENT BILL TOTAL AMOUNT DUE	\$ 9,280.83
Balance Forward:	18,207.90
Payments & Adjustments:	-18,207.90
Total Due:	\$ 9,280.83
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$9,280.83

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 9916110

FINAL BILL.

CLIENT: City of Boynton Beach 032
MATTER: Harris v. Boynton Beach 16110

Claim #

BILL FOR FEES AND COSTS THROUGH 02/14/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/05/17	Receipt and review of Interested Parties, Casals, Vacciana & Trial Lawyers' Unopposed Motion for Leave to File Reply.	LHR	0.40
01/05/17	Receipt and review of Court's executed paperless Order Granting Interested Parties, Casals, Vacciana & Trial Lawyers' Unopposed Motion for Leave to File Reply.	LHR	0.20
01/09/17	Receipt and review of Court's executed sua sponte Order concerning charging lien and potential jurisdiction issues for same.	LHR	0.20
01/09/17	Correspondence to City Risk Manager Julie Oldbury re: Court's executed sua sponte Order regarding charging lien.	LHR	0.20
01/11/17	Receipt and review of Notice of Settlement by Interested Parties.	LHR	0.40
01/12/17	Correspondence to City Risk Manager Julie Oldbury re: Notice of Settlement by Interested Parties and submitting Stipulation and Order of Dismissal to Court.	LHR	0.20
01/12/17	Telephone conference with Plaintiff's counsel Finney re: requesting confirmation of his agreement to submission of Stipulation and Order of Dismissal to Court as charging lien resolved.	LHR	0.20
01/12/17	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: questions concerning status of case in light of settlement of charging lien.	LHR	0.20
01/12/17	Receipt and review of e-mail from Plaintiff's counsel Finney re: confirmation of agreement for submission of Stipulation for Dismissal with Prejudice to Court.	LHR	0.20

Client: City of Boynton Beach
Matter: 16110 - Harris v. Boynton Beach

February 22, 2017
Page 2

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/13/17	Preparation of email response to City Attorney Tracey DeCarlo re: answering her questions concerning status of case in light of settlement of charging lien and advising Stipulation for Dismissal being submitted to Court today.	LHR	0.20
01/13/17	Receipt and review of Notice of Withdrawal of Charging Lien.	LHR	0.20
01/13/17	Correspondence to City Risk Manager Julie Oldbury re: Notice of Withdrawal of Charging Lien.	LHR	0.20
01/13/17	Preparation of e-mail to Judge Rosenberg with proposed Order of Dismissal with Prejudice pursuant to her requirements.	LHR	0.20
01/13/17	Receipt and review of Court's executed Order denying as Moot Plaintiff's Motion to Strike Notice of Charging Lien and Interested Parties' Motion to Stay Settlement Disbursement & Motion to Compel Arbitration of Fee Issue.	LHR	0.20
01/13/17	Receipt and review of Court's executed Order of Dismissal with Prejudice.	LHR	0.20
01/16/17	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order of Dismissal with Prejudice and Court's executed Order denying as Moot Plaintiff's Motion to Strike Notice of Charging Lien and Interested Parties' Motion to Stay Settlement Disbursement & Motion to Compel Arbitration of Fee Issue.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	3.60	165.00	594.00
	Total Professional Services	3.60		\$594.00

DISBURSEMENTS

Date	Description	Amount
02/02/17	Photocopies	9.30
	Total Disbursements	\$9.30

Client: City of Boynton Beach
Matter: 16110 - Harris v. Boynton Beach

February 22, 2017
Page 3

CURRENT BILL TOTAL AMOUNT DUE

\$ 603.30

Balance Forward:

56,015.77

Payments & Adjustments:

-55,537.27

Total Due:

\$ 1,081.80

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 9916110
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16110
Matter Name: Harris v. Boynton Beach

Total Professional Services	594.00
Total Disbursements	9.30
CURRENT BILL TOTAL AMOUNT DUE	\$ 603.30
Balance Forward:	56,015.77
Payments & Adjustments:	-55,537.27
Total Due:	\$ 1,081.80
Past Due Balance	478.50
TOTAL AMOUNT DUE	\$1,081.80

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36348

CLIENT: City of Boynton Beach
MATTER: Hill v. Boynton Beach et al.

032
16481

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Extensive telephone conference with Plaintiff's counsel Linnes Finney re: potential Mediation and his agreement with same (total time .40 split between Hill & Braswell).	LHR	0.20
01/03/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: advising Mr. Finney advised he cannot ethically do a joint Mediation of Hill & Braswell claims, however, can agree to conduct both pre-suit mediations the same date (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: agreement with both Hill & Braswell Mediations on same date and requesting evaluation report for obtaining additional authority (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Preparation of second email to excess carrier representative Christine O'Brien re: will immediately provide requested evaluation report for obtaining additional authority and will so comply (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of e-mail from Plaintiff's counsel Linnes Finney re: need for two separate pre-suit Mediations for Hill and Braswell claims, either on same date or separate dates (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Receipt and review of second e-mail from Plaintiff's counsel Linnes Finney re: pre-suit Mediation. (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Preparation of email response to Plaintiff's counsel Linnes Finney re: acknowledging need for two separate pre-suit Mediations for Hill and Braswell claims and client agreement with same. (total time .20 split between Hill & Braswell)	LHR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Receipt and review of email response from excess carrier adjuster Christine O'Brien re: pre-suit Mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/04/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Preparation of second email to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Correspondence to Plaintiff's counsel Linnes Finney re: pre-suit Mediation (total time .20 split between Hill & Braswell)	LHR	0.10
01/04/17	Two telephone conferences with Plaintiff's counsel Finney re: pre-suit mediation (total time .40 split between Hill & Braswell).	LHR	0.20
01/05/17	Telephone conference with Mediator Kevin O'Brien re: potential pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Telephone conference with Plaintiff's counsel Finney re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of e-mail to Mediator Kevin O'Brien re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of Initial Case Evaluation.	LHR	2.90
01/05/17	Receipt and review of email response from third email response from Terrill Pyburn, Esq. re: status of requested documents.	RKD	0.10
01/06/17	Receipt and review of Notice of Pre-Suit Mediation.	LHR	0.40
01/09/17	Correspondence to excess carrier adjuster Christine O'Brien re: Notice of Pre-Suit Mediation.	LHR	0.20
01/26/17	Receipt and review of e-mail from Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.10
01/26/17	Preparation of email response to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.10
01/26/17	Receipt and review of email response from Plaintiff's counsel Finney to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.10
01/31/17	Preparation of correspondence to Kevin L. O'Brien, Esq. re: mediation summary.	LHR	1.10
01/31/17	Receipt and review of email response from Christine O'Brien re: acknowledgement of mediation summary and strategy.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	6.90	165.00	1,138.50
RKD	Rebecca K. Davis, Paralegal	0.10	80.00	8.00

Client: City of Boynton Beach
Matter: 16481 - Hill v. Boynton Beach et al.

February 22, 2017
Page 3

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
	Total Professional Services	<u>7.00</u>		<u>\$1,146.50</u>
CURRENT BILL TOTAL AMOUNT DUE				<u>\$ 1,146.50</u>
Balance Forward:				726.00
Payments & Adjustments:				-726.00
Total Due:				<u>\$ 1,146.50</u>

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36348
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16481
Matter Name: Hill v. Boynton Beach et al.

Total Professional Services	1,146.50
Total Disbursements	0.00
CURRENT BILL TOTAL AMOUNT DUE	\$ 1,146.50
Balance Forward:	726.00
Payments & Adjustments:	-726.00
Total Due:	\$ 1,146.50
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$1,146.50

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

February 27, 2017

Billed Through 02/21/2017

Invoice 55891 / MTB 00281 35522

Julie Oldbury, Director
Human Resources and Risk Management
City of Boynton Beach
100 E. Boynton Beach Blvd.
P.O. Box 310
Boynton Beach, FL 33425-031

Regarding:

*** FINAL INVOICE ***

Jonathan Vanguise Dunn vs. City of Boynton Beach and Christopher Munro

FOR PROFESSIONAL SERVICES RENDERED:

02/08/2017	MTB	Receipt and review of Order Granting Motion for Involuntary Dismissal	0.30
02/08/2017	MTB	Preparation of email correspondence to Officer Christopher Munroe concerning status of the case and dismissal of the action	0.30
Total Professional Services:			<hr/> \$84.00
	Burke, Michael T.	0.60	140.00 \$84.00

DISBURSEMENTS

02/21/2017	Printing and Imaging Services	1.40
02/21/2017	Postage Summary	0.46
Total Expenses Advanced:		<hr/> \$1.86
Printing and Imaging Services		\$1.40
Postage		\$0.46

Summary:

Total professional services	\$84.00
Total expenses incurred	+\$1.86

Invoice Number 55891
Page 2

Total Amount Billed	\$85.86
Less Pre-Paid Applied	\$0.00
Please Pay this Amount	\$85.86

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.
Suite #1000
Fort Lauderdale, Florida 33304
Tax I.D.#: 65-0220140

February 27, 2017

Billed Through 02/21/2017

Invoice 55892 / MTB 00281 36024

Julie Oldbury, Director
Human Resources and Risk Management
City of Boynton Beach
100 E. Boynton Beach Blvd.
P.O. Box 310
Boynton Beach, FL 33425-0311

Regarding:

*** FINAL INVOICE ***

Byron L. Harris, Jr. vs. City of Boynton Beach, Michael Brown, Matthew Medeiros,
Stephen Maiorino, Ronald Ryan, Justin Harris and Cory Henry

FOR PROFESSIONAL SERVICES RENDERED:

02/06/2017	MTB	Receipt and review of City's Notice of Non Compliance	0.10
02/21/2017	MTB	Receipt and review of Braswell's Notice of Compliance	0.10
Total Professional Services:			<hr/> \$28.00
	Burke, Michael T.	0.20	140.00
			\$28.00

DISBURSEMENTS

02/21/2017	Printing and Imaging Services	\$18.55
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Total Expenses Advanced:	<hr/> \$18.55
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Printing and Imaging Services	\$18.55
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Summary:

Total professional services	\$28.00
Total expenses incurred	+\$18.55
Total Amount Billed	\$46.55

Invoice Number 55892
Page 2

Less Pre-Paid Applied

\$0.00

Please Pay this Amount

\$46.55

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36348

CLIENT: City of Boynton Beach
MATTER: Hill v. Boynton Beach et al.

032
16481

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Extensive telephone conference with Plaintiff's counsel Linnes Finney re: potential Mediation and his agreement with same (total time .40 split between Hill & Braswell).	LHR	0.20
01/03/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: advising Mr. Finney advised he cannot ethically do a joint Mediation of Hill & Braswell claims, however, can agree to conduct both pre-suit mediations the same date (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: agreement with both Hill & Braswell Mediations on same date and requesting evaluation report for obtaining additional authority (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Preparation of second email to excess carrier representative Christine O'Brien re: will immediately provide requested evaluation report for obtaining additional authority and will so comply (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of e-mail from Plaintiff's counsel Linnes Finney re: need for two separate pre-suit Mediations for Hill and Braswell claims, either on same date or separate dates (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Receipt and review of second e-mail from Plaintiff's counsel Linnes Finney re: pre-suit Mediation. (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Preparation of email response to Plaintiff's counsel Linnes Finney re: acknowledging need for two separate pre-suit Mediations for Hill and Braswell claims and client agreement with same. (total time .20 split between Hill & Braswell)	LHR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Receipt and review of email response from excess carrier adjuster Christine O'Brien re: pre-suit Mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/04/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Preparation of second email to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Correspondence to Plaintiff's counsel Linnes Finney re: pre-suit Mediation (total time .20 split between Hill & Braswell)	LHR	0.10
01/04/17	Two telephone conferences with Plaintiff's counsel Finney re: pre-suit mediation (total time .40 split between Hill & Braswell).	LHR	0.20
01/05/17	Telephone conference with Mediator Kevin O'Brien re: potential pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Telephone conference with Plaintiff's counsel Finney re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of e-mail to Mediator Kevin O'Brien re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of Initial Case Evaluation.	LHR	2.90
01/05/17	Receipt and review of email response from third email response from Terrill Pyburn, Esq. re: status of requested documents.	RKD	0.10
01/06/17	Receipt and review of Notice of Pre-Suit Mediation.	LHR	0.40
01/09/17	Correspondence to excess carrier adjuster Christine O'Brien re: Notice of Pre-Suit Mediation.	LHR	0.20
01/26/17	Receipt and review of e-mail from Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.10
01/26/17	Preparation of email response to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.10
01/26/17	Receipt and review of email response from Plaintiff's counsel Finney to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.10
01/31/17	Preparation of correspondence to Kevin L. O'Brien, Esq. re: mediation summary.	LHR	1.10
01/31/17	Receipt and review of email response from Christine O'Brien re: acknowledgement of mediation summary and strategy.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	6.90	165.00	1,138.50
RKD	Rebecca K. Davis, Paralegal	0.10	80.00	8.00

Client: City of Boynton Beach
Matter: 16481 - Hill v. Boynton Beach et al.

February 22, 2017
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PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
	Total Professional Services	<u>7.00</u>		<u>\$1,146.50</u>
CURRENT BILL TOTAL AMOUNT DUE				<u>\$ 1,146.50</u>
Balance Forward:				726.00
Payments & Adjustments:				-726.00
Total Due:				<u>\$ 1,146.50</u>

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to
Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36348
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16481
Matter Name: Hill v. Boynton Beach et al.

Total Professional Services	1,146.50
Total Disbursements	0.00
CURRENT BILL TOTAL AMOUNT DUE	\$ 1,146.50
Balance Forward:	726.00
Payments & Adjustments:	-726.00
Total Due:	\$ 1,146.50
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$1,146.50

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 9916110

FINAL BILL.

CLIENT: City of Boynton Beach 032
MATTER: Harris v. Boynton Beach 16110

Claim #

BILL FOR FEES AND COSTS THROUGH 02/14/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/05/17	Receipt and review of Interested Parties, Casals, Vacciana & Trial Lawyers' Unopposed Motion for Leave to File Reply.	LHR	0.40
01/05/17	Receipt and review of Court's executed paperless Order Granting Interested Parties, Casals, Vacciana & Trial Lawyers' Unopposed Motion for Leave to File Reply.	LHR	0.20
01/09/17	Receipt and review of Court's executed sua sponte Order concerning charging lien and potential jurisdiction issues for same.	LHR	0.20
01/09/17	Correspondence to City Risk Manager Julie Oldbury re: Court's executed sua sponte Order regarding charging lien.	LHR	0.20
01/11/17	Receipt and review of Notice of Settlement by Interested Parties.	LHR	0.40
01/12/17	Correspondence to City Risk Manager Julie Oldbury re: Notice of Settlement by Interested Parties and submitting Stipulation and Order of Dismissal to Court.	LHR	0.20
01/12/17	Telephone conference with Plaintiff's counsel Finney re: requesting confirmation of his agreement to submission of Stipulation and Order of Dismissal to Court as charging lien resolved.	LHR	0.20
01/12/17	Receipt and review of e-mail from City Attorney Tracey DeCarlo re: questions concerning status of case in light of settlement of charging lien.	LHR	0.20
01/12/17	Receipt and review of e-mail from Plaintiff's counsel Finney re: confirmation of agreement for submission of Stipulation for Dismissal with Prejudice to Court.	LHR	0.20

Client: City of Boynton Beach
Matter: 16110 - Harris v. Boynton Beach

February 22, 2017
Page 2

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/13/17	Preparation of email response to City Attorney Tracey DeCarlo re: answering her questions concerning status of case in light of settlement of charging lien and advising Stipulation for Dismissal being submitted to Court today.	LHR	0.20
01/13/17	Receipt and review of Notice of Withdrawal of Charging Lien.	LHR	0.20
01/13/17	Correspondence to City Risk Manager Julie Oldbury re: Notice of Withdrawal of Charging Lien.	LHR	0.20
01/13/17	Preparation of e-mail to Judge Rosenberg with proposed Order of Dismissal with Prejudice pursuant to her requirements.	LHR	0.20
01/13/17	Receipt and review of Court's executed Order denying as Moot Plaintiff's Motion to Strike Notice of Charging Lien and Interested Parties' Motion to Stay Settlement Disbursement & Motion to Compel Arbitration of Fee Issue.	LHR	0.20
01/13/17	Receipt and review of Court's executed Order of Dismissal with Prejudice.	LHR	0.20
01/16/17	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order of Dismissal with Prejudice and Court's executed Order denying as Moot Plaintiff's Motion to Strike Notice of Charging Lien and Interested Parties' Motion to Stay Settlement Disbursement & Motion to Compel Arbitration of Fee Issue.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	3.60	165.00	594.00
	Total Professional Services	3.60		\$594.00

DISBURSEMENTS

Date	Description	Amount
02/02/17	Photocopies	9.30
	Total Disbursements	\$9.30

Client: City of Boynton Beach
Matter: 16110 - Harris v. Boynton Beach

February 22, 2017
Page 3

CURRENT BILL TOTAL AMOUNT DUE

\$ 603.30

Balance Forward:

56,015.77

Payments & Adjustments:

-55,537.27

Total Due:

\$ 1,081.80

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 9916110
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16110
Matter Name: Harris v. Boynton Beach

Total Professional Services	594.00
Total Disbursements	9.30
CURRENT BILL TOTAL AMOUNT DUE	\$ 603.30
Balance Forward:	56,015.77
Payments & Adjustments:	-55,537.27
Total Due:	\$ 1,081.80
Past Due Balance	478.50
TOTAL AMOUNT DUE	\$1,081.80

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36347

CLIENT: City of Boynton Beach
MATTER: Broberg v. Boynton Beach et al.

032
15414

Claim #001470-000390-EP-01

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Receipt and review of e-mail from Judge Gillen to Plaintiff's counsel Alvarez re: need for resubmission of documents for upcoming hearing on Plaintiff's Motion to Strike City's Affirmative Defenses for compliance with divisional instructions of Judge.	LHR	0.10
01/03/17	Receipt and review of e-mail from Lynn Swanson re: deposition of Chief Jeffrey Katz.	LHR	0.20
01/03/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
01/03/17	Receipt and review of email response from Plaintiff's counsel Alvarez to Judge Gillen re: resubmission of courtesy copies of documents for upcoming hearing on Plaintiff's Motion to Strike City's Affirmative Defenses for compliance with divisional instructions of Judge.	LHR	0.20
01/03/17	Review 340 pdfs of email files and attachments for privileged information redaction.	ABE	9.20
01/04/17	Preparation of Defendant, City of Boynton Beach's Notice of Compliance to Defendant, Suzanne Crawford's Request for Copies dated November 28, 2016.	LHR	0.40
01/04/17	Preparation of Defendant, City of Boynton Beach's Notice of Compliance to Defendant, Suzanne Crawford's Request for Copies dated November 23, 2016.	LHR	0.40
01/04/17	Preparation of Defendant, City of Boynton Beach's Notice of Compliance to Plaintiff, Leif Broberg's Request for Copies dated November 28, 2016.	LHR	1.00

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/04/17	Preparation of CD enclosing records pursuant to Defendant, City of Boynton Beach's Notices of Compliance to Defendant, Suzanne Crawford's Request for Copies dated April 6, 2016 and November 23, 2016.	RKD	1.00
01/04/17	Preparation of CD enclosing records pursuant to Defendant, City of Boynton Beach's Notice of Compliance to Plaintiff, Leif Broberg's Request for Copies dated November 28, 2016.	RKD	1.00
01/04/17	Telephone conference with Sgt. Picciano re: request access to email attachments in order to redact prior to producing to Plaintiff's counsel pursuant to Court's Order.	RKD	0.20
01/04/17	Review and redact privileged information from incident reports, accident reports, citations, State Attorney filing documents, and photographs related to Byron Harris prior to producing same to counsel for Plaintiff, Leif Broberg, pursuant to Court's Order.	RKD	1.90
01/04/17	Preparation of City's Amended Supplemental Response to Plaintiff, Leif Broberg's Request to Produce.	LHR	1.00
01/04/17	Preparation of final Dropbox link containing finalized documents for producing as City's Amended Supplemental Response to Plaintiff's Request for Production per the Court's Order.	RKD	1.00
01/04/17	Detailed review and analysis of voluminous redacted emails and attachments (approximately 1,000 pages) in preparation of supplemental response to plaintiff's request to produce.	AGA	4.20
01/04/17	Review and revise proposed privilege log in prep of supplemental response to plaintiff's request to produce.	AGA	0.70
01/04/17	Detailed analysis and revisions to proposed amended/supplemental response to request to produce including voluminous records attached to the same.	AGA	1.20
01/05/17	Receipt and review of e-mail from Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
01/05/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: continuation of deposition of Chief Jeffrey Katz.	LHR	0.20
01/05/17	Preparation of e-mail to Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
01/05/17	Receipt and review of e-mail from Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
01/05/17	Preparation of e-mail to Lynn Swanson re: Chief Jeffrey Katz's deposition dates.	LHR	0.20
01/05/17	Preparation of correspondence to Julie Oldbury re: final draft of City's Amended Supplemental Response to Plaintiff's Request to Produce and Dropbox link containing responsive documents.	LHR	0.60
01/05/17	Preparation of final draft of City's Answers to Plaintiff's Interrogatories.	LHR	0.70
01/05/17	Receipt and review of email response from Jim Cherof re: City no longer using Dropbox when confidentiality is a factor.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/05/17	Telephone conference with Ricardo Reyes, Esq. re: delivery of documents pertaining to City's Request for Copies.	RKD	0.30
01/05/17	Preparation of updated Litigation Loss Report.	LHR	4.90
01/05/17	Second telephone conference with Ricardo Reyes, Esq. re: status of documents pertaining to City's Request for Copies.	RKD	0.30
01/05/17	Receipt and review of Plaintiff's Re-Notice of Taking Deposition of Chief Jeffrey Katz.	LHR	0.20
01/05/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Re-Notice of Taking Deposition of Chief Jeffrey Katz.	LHR	0.20
01/06/17	Preparation of final draft of City's Answers to Plaintiff's Interrogatories.	LHR	0.90
01/06/17	Preparation of public records request to Palm Beach County State Attorney's Office.	LHR	0.60
01/06/17	Review Plaintiff's Complaint and attachments thereto and Plaintiff's Answers to Interrogatories along with correspondence to and from City Manager Lori Laverriere in order to prepare for meetings with Captain Degulio, Lori Laverriere, Sergeant Dugger, and Officer Thomas.	NSM	2.00
01/07/17	Review Plaintiff's Complaint, Plaintiff's Answers and Responses to discovery responses, emails and documents received from City, and other case materials to prepare documents for use at meetings with City employees Captain DeGuilio, City Manager LaVerriere, Detective Dugger, and Officer Thomas to review Plaintiff's allegations and their knowledge concerning same.	RKD	1.50
01/09/17	Receipt and review of records pertaining to Plaintiff received from Social Security Administration.	LHR	0.30
01/09/17	Preparation of e-mail to all counsel re: upcoming deposition of Plaintiff Leif Broberg.	LHR	0.20
01/09/17	Receipt and review of email response from Co-Defendant's counsel Lewis re: upcoming deposition of Plaintiff Leif Broberg.	LHR	0.20
01/09/17	Receipt and review of two email responses from Plaintiff's counsel Alvarez re: deposition of Leif Broberg.	LHR	0.20
01/09/17	Preparation of e-mail to Plaintiff's counsel Alvarez re: deposition of Leif Broberg.	LHR	0.20
01/09/17	Receipt and review of correspondence from Plaintiff's counsel Alvarez to Judge Gillen with courtesy copies of documents for upcoming hearing on Defendant Crawford's Motion to Dismiss and case law cited therein, and review of same.	LHR	0.40
01/09/17	Receipt and review of Plaintiff's Response and Memorandum of Law in Opposition to Defendant Suzanne Crawford's Motion to Dismiss Amended Complaint.	LHR	0.50
01/10/17	Preparation of Re-Notice of Taking Deposition of Plaintiff Leif Broberg (changes as to time).	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/10/17	Receipt and review of email response from Cynthia Dunn re: questions pertaining to City's Response to Plaintiff's Request to Produce.	LHR	0.20
01/10/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Response and Memorandum of Law in Opposition to Defendant Suzanne Crawford's Motion to Dismiss Amended Complaint.	LHR	0.20
01/10/17	Receipt and review of e-mail from State Attorney's Office re: acknowledgement of public records request.	LHR	0.20
01/10/17	Preparation of email response to Cynthia Dunn re: documents on Dropbox are City's served documents to Plaintiff's Request to Produce.	LHR	0.20
01/10/17	Receipt and review of email response from Cynthia Dunn re: thanks for City's served documents to Plaintiff's Request to Produce.	LHR	0.10
01/10/17	Receipt and review of correspondence from Co-Defendant's counsel Lewis to Judge Gillen with courtesy copies of documents for upcoming hearing on Defendant Crawford's Motion to Dismiss and case law cited therein, and review of same.	LHR	0.40
01/10/17	Attendance at meetings with Capt. DeGuilio, Det. Daniel Dugger, and City Manager Lori LaVerriere to discuss their knowledge of Plaintiff's claims at Boynton Beach City Hall.	NSM	4.50
01/11/17	Receipt and review of correspondence from Co-Defendant's counsel Lewis to Judge Gillen re: additional case law in support of Defendant Crawford's Motion to Dismiss.	LHR	0.30
01/12/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Preparation of email response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Preparation of second e-mail response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Receipt and review of third email from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Preparation of third email response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
01/12/17	Review of Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint and Plaintiff's Response in Opposition in preparation for attendance at hearing on following day.	KRH	0.50
01/13/17	Attendance at hearing on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint before Judge Jeffery Gillen at the Palm Beach County Courthouse, West Palm Beach, Florida.	KRH	2.50

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/16/17	Correspondence to Ms. Oldbury re: outcome of hearing on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	KRH	0.30
01/16/17	Receipt and review of Court's executed Order on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	LHR	0.20
01/16/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff, Leif Broberg.	AGA	0.20
01/16/17	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff, Leif Broberg.	AGA	0.20
01/16/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff, Leif Broberg and wife, Amy Broberg.	AGA	0.20
01/16/17	Obtain contact information for Florida Retirement System to subpoena Plaintiff's DROP records.	RKD	0.30
01/16/17	Preparation of e-mail to City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	LHR	0.20
01/17/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Preparation of email response to City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Receipt and review of third email from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere.	LHR	0.10
01/17/17	Preparation of Statement of Assurance (HIPAA) to Florida Department of Management Services pertaining to Plaintiff.	LHR	0.10
01/17/17	Preparation of Notice of Production from Non-Party directed to Florida Department of Management Services pertaining to Plaintiff.	LHR	0.20
01/17/17	Preparation of subpoena duces tecum directed to Florida Department of Management Services pertaining to Plaintiff.	LHR	0.10
01/17/17	Preparation of correspondence to Julie Oldbury re: requested copies of DROP program documents pertaining to Plaintiff, Leif Broberg.	LHR	0.30
01/17/17	Receipt and review of email response from Julie Oldbury re: requested DROP program documents pertaining to Plaintiff.	LHR	0.30
01/17/17	Receipt and review of DROP enrollment form pertaining to Plaintiff received from Julie Oldbury.	LHR	0.10
01/17/17	Receipt and review of City of Boynton Beach's Code of Ordinances pertaining to DROP program received from Julie Oldbury.	LHR	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/17/17	Telephone conference with Julie Odbury, City Risk Manager, re: status of case.	LHR	0.30
01/19/17	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: issues with deposition of Chief Katz and advising will begin deposition on February 10,	LHR	0.20
01/20/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: upcoming deposition of Chief Katz.	LHR	0.10
01/20/17	Preparation of email response to City Paralegal Lynn Swanson re: upcoming deposition of Chief Katz and advising Plaintiff's counsel has canceled the 1st deposition date of January 23 and will start the deposition on February 10 with continuation to follow.	LHR	0.20
01/20/17	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's cancellation of deposition of Chief Katz on January 23, however, proceeding with same on February 10 which was for continuation of deposition.	LHR	0.20
01/20/17	Receipt and review of Plaintiff's Notice of Cancellation of January 23, 2017 Deposition of Chief Katz.	LHR	0.20
01/20/17	Receipt and review of Defendant Crawford's Request for Copies to Defendant City for records received from FL Dept. of Management Services	LHR	0.20
01/21/17	Review Plaintiff's Complaint, Plaintiff's Answers and Responses to discovery responses, emails and documents received from City, and other case materials to prepare potential exhibits for use at Plaintiff's deposition of Chief Jeffrey Katz.	RKD	1.00
01/23/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re follow up re: depositions of Plaintiffs, Leif Broberg and Amy Broberg.	LHR	0.20
01/23/17	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: depositions of Plaintiffs, Leif and Amy Broberg.	LHR	0.20
01/23/17	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: depositions of Plaintiffs, Leif and Amy Broberg.	LHR	0.20
01/23/17	Drafting of prepare Fourth re-Notice of Taking Deposition of Plaintiff, Leif Broberg.	LHR	0.30
01/23/17	Drafting of prepare Second re-Notice of Taking Deposition of Plaintiff, Amy Broberg.	LHR	0.30
01/24/17	Receipt and review of correspondence from Ricardo Reyes, Esq. re: payment for CD containing documents pertaining to Plaintiff pursuant to Request for Copies.	LHR	0.20
01/25/17	Preparation of e-mail to Lynn Swanson, City of Boynton Beach, re: meetings with Chief Katz and Assistant Chief Suzanne Crawford.	AGA	0.10
01/25/17	Receipt and review of e-mail from Lynn Swanson, City of Boynton Beach, re: meetings with Chief Katz and Assistant Chief Suzanne Crawford.	AGA	0.10

Client: City of Boynton Beach
Matter: 15414 - Broberg v. Boynton Beach et al.

February 22, 2017
Page 7

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/25/17	Preparation of second email to Lynn Swanson, City of Boynton Beach, re: meetings with Chief Katz and Assistant Chief Suzanne Crawford.	AGA	0.10
01/25/17	Receipt and review of second e-mail from Lynn Swanson, City of Boynton Beach, re: Meeting with City Manager.	NSM	0.10
01/25/17	Receipt and review of third email from Lynn Swanson, City of Boynton Beach, re: Meeting with Officer Ray Thomas.	NSM	0.10
01/25/17	Preparation of second email to Lynn Swanson, City of Boynton Beach, re: Meetings with City Manager and Officer Ray Thomas.	NSM	0.10
01/25/17	Receipt and review of e-mail from City Paralegal Lynn Swanson re: upcoming meeting with City Manager Lori LaVerriere.	LHR	0.10
01/25/17	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: upcoming meeting with Officer Ray Thomas.	LHR	0.10
01/29/17	Review Plaintiff's Motion to Strike City's Affirmative Defenses as well as City's Answer and Affirmative Defenses in order to prepare Response in Opposition to Plaintiff's Motion to Strike.	NSM	0.50
01/30/17	Research case law concerning the standard for pleading defenses, the standard for striking defenses, and distinctions for sufficiency of pleadings based upon stages of litigation.	NSM	2.50
01/31/17	Preparation of City's Response in Opposition to Plaintiff's Motion to Strike Affirmative Defenses.	NSM	2.40

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
ABE	Alex B. Ershock, Associate	9.20	140.00	1,288.00
AGA	Andrea G. Amigo, Partner	7.00	165.00	1,155.00
KRH	Keith R. Hedrick, Associate	3.30	140.00	462.00
LHR	Lyman H. Reynolds, Jr., Partner	22.50	165.00	3,712.50
NSM	Nicholas S. Madsen, Associate	12.20	140.00	1,708.00
RKD	Rebecca K. Davis, Paralegal	8.50	80.00	680.00
	Total Professional Services	62.70		\$9,005.50

DISBURSEMENTS

Date	Description	Amount
01/04/17	Costs CD pertaining to Notice of Compliance to Co-Defendant, Suzanne Crawford.	15.00
01/05/17	Subpoena Fees #LAS-2016016657 service: Florida Dept. re: Broberg - Legal Advocate Services, Inc.	75.00
01/09/17	Photocopies	46.80
01/10/17	Photocopies	45.60

Client: City of Boynton Beach
Matter: 15414 - Broberg v. Boynton Beach et al.

February 22, 2017
Page 8

DISBURSEMENTS

Date	Description	Amount
01/13/17	Costs Advanced WPB: attend hearing on Def's MTD Plf's Amended Complaint. Parking. - Keith Hedrick	2.00
01/17/17	Travel Boynton Beach: attend meetings w/Capt. DeGuilio, City Manager Laverriere and Det. Dugger. - Nicholas Madsen	18.73
01/31/17	Photocopies	0.60
01/31/17	Photocopies Color copies	38.00
01/31/17	Photocopies	33.00
01/31/17	Photocopies @ \$.15 per copy	0.60
	Total Disbursements	\$275.33

CURRENT BILL TOTAL AMOUNT DUE **\$ 9,280.83**

Balance Forward: 18,207.90

Payments & Adjustments: -18,207.90

Total Due: **\$ 9,280.83**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36347
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 15414
Matter Name: Broberg v. Boynton Beach et al.

Total Professional Services	9,005.50
Total Disbursements	275.33
CURRENT BILL TOTAL AMOUNT DUE	\$ 9,280.83
Balance Forward:	18,207.90
Payments & Adjustments:	-18,207.90
Total Due:	\$ 9,280.83
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$9,280.83

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 23, 2017
Bill No. 36456

CLIENT: City of Boynton Beach
MATTER: Freeman v. Boynton Beach

032
16133

Claim: 001470-000348-PP-01

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/04/17	Receipt and review of Correspondence to and from Steve Logan re: mediation.	BLB	0.30
01/04/17	Review/Analyze medical records from Bethesda Hospital pursuant to our Subpoena for records.	DPC	0.50
01/05/17	Receipt and review of Correspondence from Steve Logan requesting an extension to respond to Motion for Summary Judgment.	BLB	0.30
01/06/17	Communicate/Other External correspondence to Resinvest Realty re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Peter Katz re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Ralph Palumbo re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Gary Schorr re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Steven Mautner, DDS re our Subpoena for records.	KLR	0.10
01/06/17	Preparation of Correspondence to Steve Logan re: how much time do you need to respond to the Motion for Summary Judgment.	BLB	0.10
01/06/17	Communicate/Other External correspondence to Dr. James Milne re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence from Dr. Ralph Palumbo re our Subpoena for records.	KLR	0.10
01/06/17	Communicate/Other External correspondence from Dr. Gary Schorr re our Subpoena for records.	KLR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/06/17	Preparation of Correspondence to and from Julie Oldbury re: run all approvals through her.	BLB	0.30
01/06/17	Communicate/Other External correspondence to Dr. Ralph Palumbo re our Subpoena for records and his response to same, asking to check his file again since Walgreens records showed he wrote a prescription to Plaintiff in 2012.	KLR	0.10
01/06/17	Communicate/Other External correspondence to Dr. Peter Katz re our Subpoena for records and his response to same, asking to check his file again since Walgreens records showed he wrote several prescriptions to Plaintiff in 2015.	KLR	0.10
01/06/17	Communicate/Other External telephone call from Dr. Ralph Palumbo re our request to check his file again and comply with Subpoena for records, since Walgreens records showed he wrote a prescription to Plaintiff in 2012.	KLR	0.10
01/09/17	Review/Analyze medical records from Dr. James Milne pursuant to our Subpoena for records.	BLB	0.20
01/09/17	Receipt and review of Correspondence from Steve Logan re: issues regarding prescription in Motion for Summary Judgment.	BLB	0.30
01/09/17	Preparation of Correspondence to Steve Logan re: issues regarding prescription for AN 450 as listed in Motion and issues regarding discovery.	BLB	0.30
01/09/17	Receipt and review of Plaintiff's Motion for Extension of Time to Respond to Davis' Motion for Summary Judgment and proposed Order.	BLB	0.30
01/10/17	Preparation of Correspondence to and from Steve Logan re: agree to extension to respond to Motion for Summary Judgment	BLB	0.30
01/11/17	Communicate/Other External telephone call from Resinvest Realty re our Subpoena for records.	KLR	0.10
01/11/17	Receipt and review of Court's Order on Plaintiff's Motion for Extension of Time to Respond to Davis' Motion for Summary Judgment.	BLB	0.10
01/11/17	Receipt and review of Notice of Mediation.	BLB	0.10
01/11/17	Preparation of Correspondence to Julie Oldbury re: mediation.	BLB	0.30
01/13/17	Receipt and review of City of Boynton Beach's Motion for Summary Judgment.	BLB	0.50
01/13/17	Receipt and review of City of Boynton Beach's Statement of Facts to Motion for Summary Judgment.	BLB	0.80
01/20/17	Receipt and review of Correspondence from Steve Logan re: his client wants to settle case.	BLB	0.20
01/20/17	Preparation of Correspondence to Steve Logan re: are you going to drop case?	BLB	0.10
01/20/17	Preparation of Correspondence to Julie Oldbury re: Plaintiff's offer to settle case and issues regarding same.	BLB	0.40

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/20/17	Telephone conference with Steve Logan re: settlement.	BLB	0.30
01/23/17	Receipt and review of Correspondence from Steve Logan to Tracey DeCarlo re: Plaintiff's suggested settlement.	BLB	0.50
01/23/17	Receipt and review of Correspondence from Steve Logan re: suggested settlement.	BLB	0.10
01/23/17	Receipt and review of Correspondence from Julie Oldbury to Tracy DeCarlo re: need to discuss possible settlement.	BLB	0.10
01/23/17	Preparation of Correspondence to Julie Oldbury re: discussions with Tracy DeCarlo and Steve Logan re: possible settlement.	BLB	0.20
01/23/17	Preparation of Correspondence to Julie Oldbury re: Plaintiff's offer to settle case for \$6,500.00.	BLB	0.20
01/23/17	Telephone conference with Tracey DeCarlo re: settlement.	BLB	0.30
01/23/17	Telephone conference with Steve Logan re: settlement.	BLB	0.30
01/24/17	Preparation of Correspondence to and from Steve Logan re: status of settlement and waiting to hear back.	BLB	0.20
01/24/17	Receipt and review of Correspondence from Tracey DeCarlo re: discussed settlement with Julie Oldbury and good resolution.	BLB	0.20
01/24/17	Preparation of Correspondence to Steve Logan re: \$4900.00 settlement offer.	BLB	0.20
01/24/17	Preparation of Correspondence to Tracey DeCarlo re: Plaintiff's offer to settle for \$4,999.00	BLB	0.20
01/24/17	Preparation of Correspondence to and from Steve Logan re: clarify amount of settlement.	BLB	0.30
01/24/17	Preparation of Proposed Stipulation for Dismissal.	SWK	0.20
01/24/17	Preparation of Correspondence to Steve Logan re: waiting for adjuster to respond to amount of settlement.	BLB	0.20
01/24/17	Preparation of Correspondence to Julie Oldbury re: confirm settlement and request settlement check.	SWK	0.30
01/24/17	Preparation of Proposed General Release.	SWK	0.20
01/24/17	Preparation of Correspondence to Steve Logan re: confirm settlement.	SWK	0.30
01/24/17	Telephone conference with Steve Logan re: settlement.	BLB	0.30
01/25/17	Receipt and review of Correspondence from Tracey DeCarlo re: confirm settlement of \$4,999.00.	BLB	0.20
01/25/17	Preparation of Correspondence to Steve Logan re: confirm settlement of \$4999.00	BLB	0.10
01/25/17	Preparation of Correspondence to Tracey DeCarlo and Julie Oldbury re: confirm settlement of \$4999.00 and will prepare documents.	BLB	0.30

Client: City of Boynton Beach
Matter: 16133 - Freeman v. Boynton Beach

February 23, 2017
Page 4

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/25/17	Receipt and review of Correspondence from Steve Logan re: W-9	DPC	0.10
01/25/17	Receipt and review of Correspondence from Tracey DeCarlo re: changes to release and signed Stipulation for Dismissal.	BLB	0.20
01/25/17	Preparation of Correspondence to Steven Logan re: settlement documents.	BLB	0.20
01/25/17	Receipt and review of Executed Stipulation for Dismissal.	SWK	0.10
01/26/17	Draft/Revise correspondence to Steven Mautner, DDS, The Learning Experience, Doodle Bugs, National Transmission Services, Royal Palm Golf Club, Bright Beginnings and Resolution Medical Services advising case has settled and the records previously Subpoenaed are not longer needed.	SWK	1.20
01/26/17	Receipt and review of Executed Stipulation for Dismissal.	SWK	0.10
01/26/17	Receipt and review of Executed Release.	SWK	0.10
01/27/17	Receipt and review of Court's Order of Dismissal.	SWK	0.10

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
BLB	Benjamin L. Bedard, Partner	9.50	165.00	1,567.50
DPC	Danna P. Clement, Partner	0.60	165.00	99.00
KLR	Kathryn L. Reeves, Paralegal	1.20	80.00	96.00
SWK	Stephanie W. Kaufer, Associate	2.60	140.00	364.00
	Total Professional Services	13.90		\$2,126.50

DISBURSEMENTS

Date	Description	Amount
01/05/17	Subpoena Fees #LAS-2016016756 RC: Bethesda Hospital re: Freeman - Legal Advocate Services, Inc.	25.00
01/05/17	Outside Printing #1612-000412 copies, re: Freeman - Bethesda Hospital East- Health Info. Dept.	27.75
	Total Disbursements	\$52.75

Client: City of Boynton Beach
Matter: 16133 - Freeman v. Boynton Beach

February 23, 2017
Page 5

CURRENT BILL TOTAL AMOUNT DUE

\$ 2,179.25

Balance Forward:

11,073.41

Payments & Adjustments:

-11,073.41

Total Due:

\$ 2,179.25

Please return this page with remittance

to
Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36456
Bill Date: February 23, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16133
Matter Name: Freeman v. Boynton Beach

Total Professional Services 2,126.50

Total Disbursements 52.75

CURRENT BILL TOTAL AMOUNT DUE \$ 2,179.25

Balance Forward: 11,073.41

Payments & Adjustments: -11,073.41

Total Due: \$ 2,179.25

Past Due Balance 0.00

TOTAL AMOUNT DUE \$2,179.25

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
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Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

February 22, 2017
Bill No. 36349

CLIENT: City of Boynton Beach
MATTER: Braswell v. Boynton Beach

032
16497

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 01/31/17

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/22/16	Receipt and review of correspondence from Plaintiff's counsel Finney re: settlement demand of Jeffrey Braswell with documentation attached thereto, and review of same.	LHR	0.80
12/23/16	Correspondence to excess carrier representative Christine O'Brien re: demand letter for Jeffrey Braswell, discussing same, and potential joint mediation for Braswell and Hill claims.	LHR	0.60
01/02/17	Receipt and review of e-mail from excess adjuster Christine O'Brien re: her agreement with initial analysis as to evaluation of case not reaching six figures and advising of Brit's agreement to joint pre-suit Mediation of Hill and Braswell claims.	LHR	0.20
01/02/17	Preparation of email response to excess adjuster Christine O'Brien re: status of potential joint mediation of Braswell and Hill claims.	LHR	0.20
01/03/17	Extensive telephone conference with Plaintiff's counsel Linnes Finney re: potential Mediation and his agreement with same (total time .40 split between Hill & Braswell).	LHR	0.20
01/03/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: advising Mr. Finney advised he cannot ethically do a joint Mediation of Hill & Braswell claims, however, can agree to conduct both pre-suit mediations the same date (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: agreement with both Hill & Braswell Mediations on same date and requesting evaluation report for obtaining additional authority (total time .20 split between Hill & Braswell).	LHR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/03/17	Preparation of second email to excess carrier representative Christine O'Brien re: will immediately provide requested evaluation report for obtaining additional authority and will so comply (total time .20 split between Hill & Braswell).	LHR	0.10
01/03/17	Receipt and review of e-mail from Plaintiff's counsel Linnes Finney re: need for two separate pre-suit Mediations for Hill and Braswell claims, either on same date or separate dates (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Receipt and review of second e-mail from Plaintiff's counsel Linnes Finney re: pre-suit Mediation. (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Preparation of email response to Plaintiff's counsel Linnes Finney re: acknowledging need for two separate pre-suit Mediations for Hill and Braswell claims and client agreement with same. (total time .20 split between Hill & Braswell)	LHR	0.10
01/03/17	Receipt and review of email response from excess carrier adjuster Christine O'Brien re: pre-suit Mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/04/17	Preparation of e-mail to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Receipt and review of email response from excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Preparation of second email to excess carrier representative Christine O'Brien re: pre-suit mediation.	LHR	0.10
01/04/17	Correspondence to Plaintiff's counsel Linnes Finney re: pre-suit Mediation (total time .20 split between Hill & Braswell)	LHR	0.10
01/04/17	Two telephone conferences with Plaintiff's counsel Finney re: pre-suit mediation (total time .40 split between Hill & Braswell).	LHR	0.20
01/05/17	Telephone conference with Mediator Kevin O'Brien re: potential pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Telephone conference with Plaintiff's counsel Finney re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of e-mail to Mediator Kevin O'Brien re: pre-suit mediation (total time .20 split between Hill & Braswell).	LHR	0.10
01/05/17	Preparation of Initial Case Evaluation.	LHR	2.90
01/06/17	Receipt and review of Notice of Pre-Suit Mediation.	LHR	0.40
01/09/17	Correspondence to excess carrier adjuster Christine O'Brien re: Notice of Pre-Suit Mediation.	LHR	0.20
01/26/17	Receipt and review of e-mail from Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.20
01/26/17	Preparation of email response to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.20
01/26/17	Receipt and review of email response from Plaintiff's counsel Finney to Mediator O'Brien re: upcoming Pre-Suit Mediation.	LHR	0.20

Client: City of Boynton Beach
Matter: 16497 - Braswell v. Boynton Beach

February 22, 2017
Page 3

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
01/31/17	Preparation of correspondence to Kevin L. O'Brien, Esq. re: mediation summary.	LHR	1.80

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	9.50	165.00	1,567.50
	Total Professional Services	9.50		\$1,567.50

DISBURSEMENTS

Date	Description	Amount
12/22/16	Photocopies	13.80
01/31/17	Photocopies	13.80
	Total Disbursements	\$27.60

CURRENT BILL TOTAL AMOUNT DUE	\$ 1,595.10
Balance Forward:	0.00
Payments & Adjustments:	-0.00
Total Due:	\$ 1,595.10

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: 36349
Bill Date: February 22, 2017
Client Code: 032
Client Name: City of Boynton Beach
Matter Code: 16497
Matter Name: Braswell v. Boynton Beach

Total Professional Services	1,567.50
Total Disbursements	27.60
CURRENT BILL TOTAL AMOUNT DUE	\$ 1,595.10
Balance Forward:	0.00
Payments & Adjustments:	-0.00
Total Due:	\$ 1,595.10
Past Due Balance	0.00
TOTAL AMOUNT DUE	\$1,595.10



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the four (4) month period ended January 31, 2017.

EXPLANATION OF REQUEST:

This report summarizes the estimated funding sources and the adopted expenditure budgets for the City's General Fund and Utility Fund for the four (4) month period ended January 31, 2017 (33% 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 2016-17			FY 2015-16			FY 2017 vs. 2016	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues & Transfers	\$ 79,401	\$ 46,393	58%	\$ 76,518	\$ 43,280	57%	3.8%	7.2%
Expenditures	\$(79,401)	\$(35,218)	44%	\$(76,518)	\$(35,081)	39%	3.8%	0.4%
Excess (Deficit)	\$ -	\$ 11,175		\$ -	\$ 8,199			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a \$11M surplus for the period ending January 31, 2017.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of \$64.6M or 81% of our total \$79.4M General Fund budget estimate for FY 2016-17. Transfers from other funds (non-revenues) provide \$14.8M or 19% of the total funding sources to balance our \$79.4M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:

1. 40% - \$ 31.6M – Property taxes less Tax Increment Financing to the CRA
 2. 41% - \$ 33.0M – All other revenues plus General Fund Balance
 3. 19% - \$ 14.8M – Transfers from other funds
- 100% - \$ 79.4M – Total funding sources

The property tax rate for FY 2016-17 is 7.9000 mills, no change from the prior year; the net property taxes of \$31.6M in FY 2016-17 represent an 7.48% increase in property tax revenue or an increase of \$2.2M from FY 2015-16.

To balance the budget in FY 2016-17, it required transfers from other funds of \$14.8M representing 19% of all funding sources.

Actual Funding Sources Realized: At the end of the fourth month in FY 2016-17, revenues and transfers realized are approximately \$46.39M of the budget estimate compared to \$43.28M realized to date in FY 2015-16.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was \$26.2M as compared to \$24.7M for FY 2015-16, as noted on Exhibit A.

Other Revenues: The five major revenue sources (other than property taxes):

1. **Franchise Fees** realized was \$1.6M or 32% actually collected compared to a similar amount of \$1.7M or 35% in FY 2015-16.

2. **Business Taxes** are due at the beginning of the fiscal year. For FY 2016-17, approximately \$1.5M or 90% have been collected compared to the FY 2015-16 amount of \$1.4M or 93%.

3. **State Shared revenues** of \$2.64M or 30% have been collected in FY2016-17 as compared to \$1.28M or 16% received in FY 2015-16.

4. **Public Safety revenues** at this point collected are \$2.5M or 49% received compared to \$1.8M or 38% for FY 2015-16.

5. **Special Assessment revenues**, related to Fire and Rescue, in the amount of \$4.77M or 86% have been collected compared to \$4.79M or 87% in FY 2015-16.

Transfers from Other Funds: Current practice is to transfer 1/12 of the budgeted transfers from other funds each month. This will result in 100% realization of this funding source for the year. Note: if a surplus will be realized in FY2016-17 the Fund Balance transfer amounts will not be required.

Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 3.8% from \$76.5M to \$79.4M. The budget increase was due to the cost of doing business, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the fourth month period ending January 31 (33% of the fiscal year) are \$35.2M which is 44% of the \$79.4M expenditure appropriation for FY 2016-17. 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 \$35.2M or 44% of the FY 2016-17 budget. At this point in the fiscal year, FY2016-17 spending levels are \$.2M ahead of the \$35.0M or 46% expended in FY 2015-16 for this same period.

UTILITY FUND

The FY 2016-17 annual expenditure budget of \$42.24M represents a \$27K increase from the FY 2015-16 budget of \$42.21M. The operational forecast reflects an estimated increase of \$1.2M of the fund balance for FY 2016-17.

FY 2016-17	FY 2015-16	FY 2017 vs. 2016	
Actual to Date	Actual to Date	Budget	Actual

	Annual Budget	Amount	%	Annual Budget	Amount	%	%	%
Revenues &Transfers	\$ 42,245	\$ 14,688	35%	\$ 42,218	\$ 14,672	35%	0.1%	0.1%
Expenditures	\$(42,245)	\$(11,612)	35%	\$(42,218)	\$(14,663)	35%	0.1%	-0.3%
Excess (Deficit)	\$ -	\$ 76		\$ -	\$ 9			

For the four month period in FY 2016-17,

- Revenues realized are \$14.7M (35%) of the annual budget estimate.
- Expenditures incurred are \$14.6M (35%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately \$76K.

The following provides brief comments on the Utility Fund revenues and expenditures to date.

Revenues (Exhibit C) - The \$14.69M in FY 2016-17 actual revenues and fund balance reflect an increase compared to the \$14.67M in FY 2015-16, because of the following factors:

- Water Sales - \$7.2M equivalent to 36% of the annual estimate, compared to \$6.8M or 35% at this point in FY 2015-16.
- Water Service Charge - \$329K equivalent to 44% of the annual estimate, compared to \$275K or 37% at this point in FY 2015-16.
- Sewer Service - \$6.2M equivalent to 34% of the annual estimate, compared to \$6.1M or 34% at this point in FY 2015-16.

Expenditures (Exhibit D) – Utility Fund FY 2016-17 expenditures to date are \$14.61M or 35% of the annual appropriation compared to expenditures of \$14.66M or 35% for the prior fiscal year (which excludes depreciation and the joint ventures expenditures).

ALTERNATIVES:

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

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type

Description

- ▢ Addendum
- ▢ Addendum
- ▢ Addendum
- ▢ Addendum

GF Revenue Financial Report thru Jan 2017
 GF Expenditures Financial Report thru Jan 2017
 UF Revenue Financial Report thru Jan 2017
 UF Expenditures Financial Report thru Jan 2017

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/14/2017 - 8:42 AM
Finance	Howard, Tim	Approved	3/14/2017 - 8:42 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:56 AM

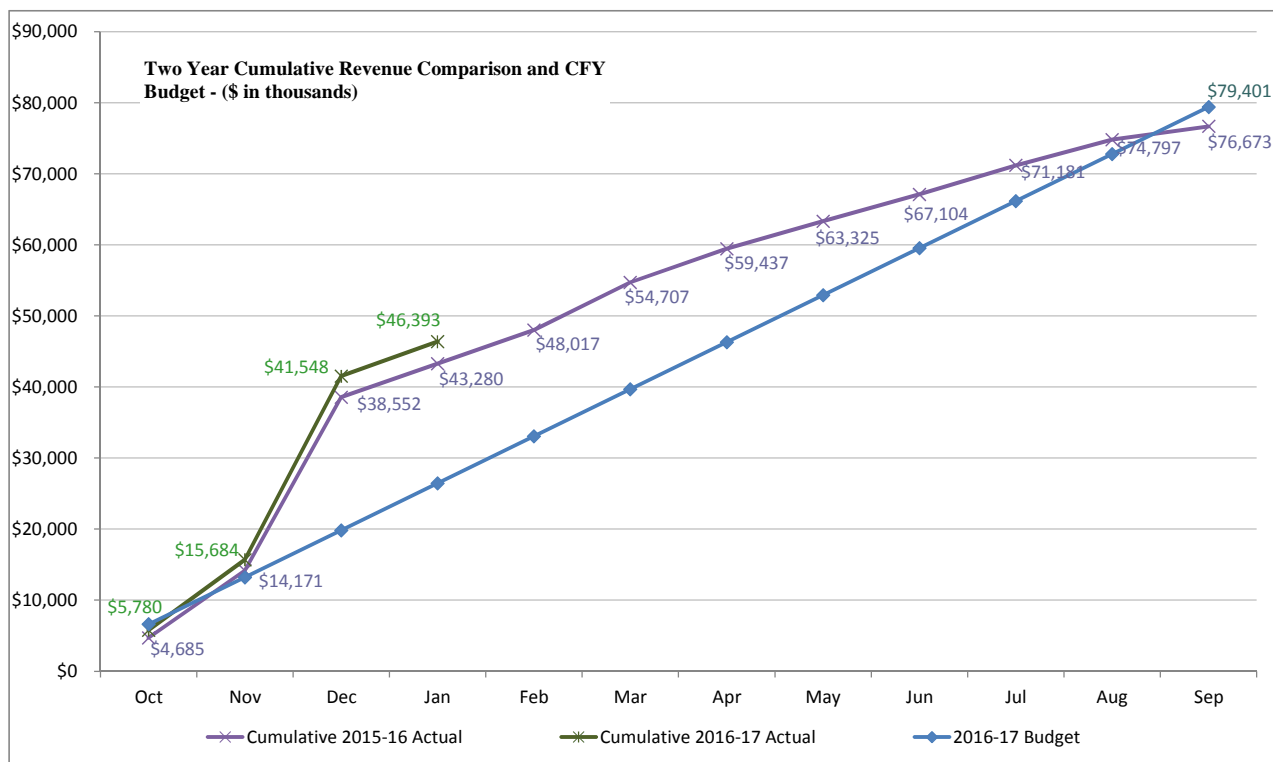
CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

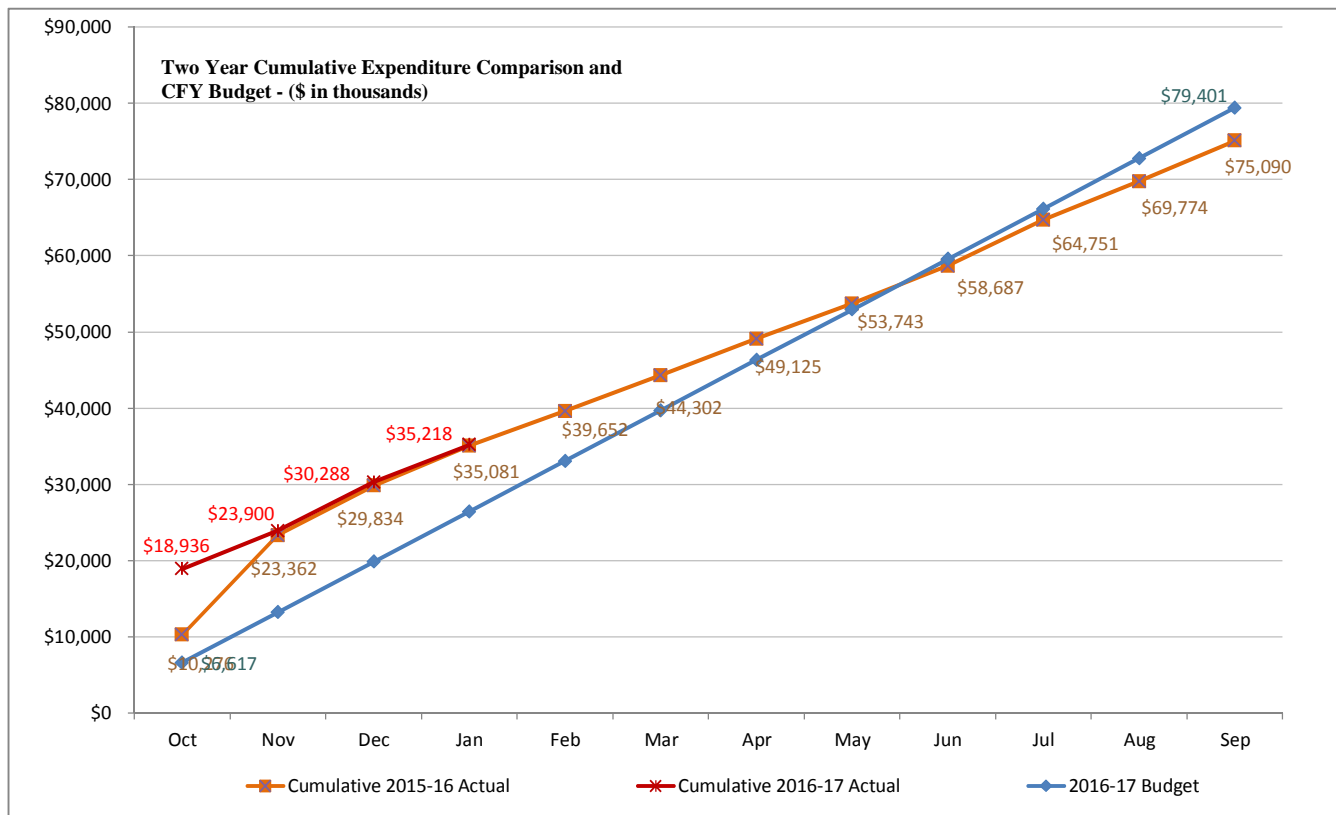
Fiscal Year Period Ended January 31, 2017 (33% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	\$ 38,322,309	\$ 32,886,287	86%	\$ 35,437,711	30,696,194	87%
LESS TIF TAXES TO CRA	(6,682,137)	(6,682,137)	100%	(5,985,241)	(5,985,241)	100%
NET TAXES TO THE CITY	31,640,172	26,204,150	83%	29,452,470	24,710,953	84%
LICENSES AND PERMITS						
BUSINESS TAXES	1,656,000	1,493,621	90%	1,545,000	1,437,105	93%
BUILDING PERMITS	2,417,000	707,447	29%	2,154,000	712,755	33%
FRANCHISE FEES	5,065,000	1,602,084	32%	4,830,000	1,697,860	35%
OTHR LICENSES, FEES & PER	218,000	166,310	76%	180,000	169,810	94%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	85,000	2,364	3%	130,000	8,654	7%
STATE SHARED REVENUES	8,674,000	2,638,655	30%	8,239,000	1,284,791	16%
SHRD REV FROM OTHR LCL	310,000	38,432	12%	395,000	59,076	15%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	121,300	134,833	111%	121,300	115,727	95%
CHRGs-GENERAL GOVT	459,500	141,898	31%	459,000	193,544	42%
PUBLIC SAFETY	5,133,816	2,522,855	49%	4,870,949	1,843,606	38%
PHYSICAL ENVIRONMENT	20,000	(1,802)	-9%	20,000	10,976	55%
CULTURE/RECREATION	415,500	143,898	35%	410,500	145,401	35%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	5,416	18%	30,000	5,357	18%
VIOLATIONS LOCAL ORD.	720,000	232,209	32%	595,000	255,902	43%
INTEREST EARNINGS	50,000	27,464	55%	50,000	(9,101)	-18%
RENTS AND ROYALTIES	368,800	151,867	41%	367,200	125,352	34%
SPECIAL ASSESSMENTS	5,541,500	4,771,914	86%	5,541,500	4,794,185	87%
SALE OF SURPLUS MATERIAL	2,000	639	32%	2,000	520	26%
OTHER MISC. REVENUE	625,000	126,017	20%	233,000	86,373	37%
INTERNAL FUND TRANSFERS						
TRANSFERS	14,842,000	4,947,333	33%	16,442,000	5,480,667	33%
FUND BALANCE APPROPRIATED	1,006,726	335,575	33%	450,645	150,215	33%
Total Revenues	\$ 79,401,314	\$ 46,393,179	58%	\$ 76,518,564	43,279,728	57%



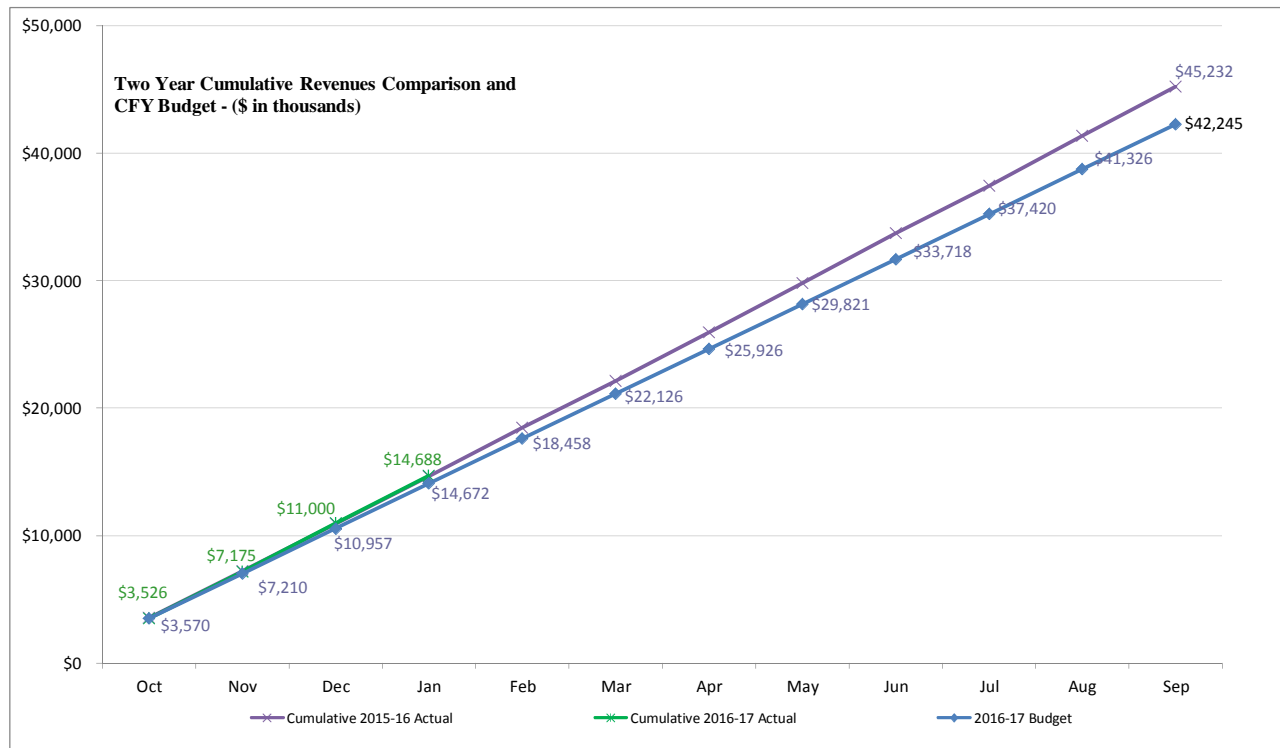
CITY OF BOYNTON BEACH, FLORIDA
GENERAL FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended January 31, 2017 (33% of Fiscal Year)

ACCOUNTS	EXPENDITURES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	\$ 231,706	\$ 102,955	44%	\$ 260,692	\$ 84,099	32%
CITY MANAGER	696,119	340,110	49%	675,310	320,273	47%
CITY HALL/GEN. ADMIN.	4,039,726	713,746	18%	2,441,639	654,941	27%
MARKETING/COMMUNICATIONS	314,841	122,794	39%	234,811	126,136	0%
CITY CLERK	605,165	189,841	31%	611,709	232,387	38%
CITY ATTORNEY	615,411	173,967	28%	645,944	164,358	25%
FINANCIAL SERVICES	1,186,767	470,444	40%	1,175,704	566,195	48%
ITS	2,247,432	942,450	42%	1,921,828	853,994	44%
HUMAN RESOURCES	806,830	313,171	39%	720,200	290,941	40%
PUBLIC SAFETY						
UNIFORM SERVICES	16,197,211	8,047,990	50%	15,809,178	7,194,895	46%
ADMINISTRATIVE SERVICES	3,715,348	1,601,533	43%	5,269,636	2,889,661	0%
SUPPORT SERVICES	9,151,124	4,568,318	50%	8,782,483	4,386,691	0%
FIRE	21,789,868	10,922,529	50%	22,767,587	11,025,204	48%
COMMUNITY STANDARDS	2,191,683	755,689	34%	0	0	0%
EMERGENCY MANAGEMENT	22,870	2,071	9%	81,914	5,790	7%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,091,800	508,598	47%	1,013,150	470,906	46%
BUILDING	1,200,588	514,547	43%	1,184,195	488,579	41%
ENGINEERING	693,132	278,275	40%	716,777	334,504	47%
PLANNING & ZONING	733,234	364,407	50%	757,498	371,957	49%
ECONOMIC DEVELOPMENT	231,749	42,702	18%	245,731	86,305	35%
PUBLIC WORKS						
PUBLIC WORKS	223,397	104,896	47%	235,695	105,789	45%
FACILITIES MANAGEMENT	1,851,035	565,236	31%	1,541,462	529,131	34%
STREETS MAINTENANCE	1,128,602	321,876	29%	1,100,307	420,609	38%
LEISURE SERVICES						
LIBRARY	2,253,461	979,339	43%	2,261,401	1,008,913	45%
SCHOOLHOUSE MUSEUM SERV	269,372	117,391	44%	301,653	135,480	45%
RECREATION	2,960,081	1,203,412	41%	2,990,094	1,291,773	43%
PARKS & GROUNDS	2,952,762	935,124	32%	2,771,966	1,029,263	37%
CRA REIMBURSABLE & RESERVES	-	14,708	0%	-	11,844	0%
Total Expenditures	\$ 79,401,314	\$ 35,218,119	44%	\$ 76,518,564	\$ 35,080,618	46%



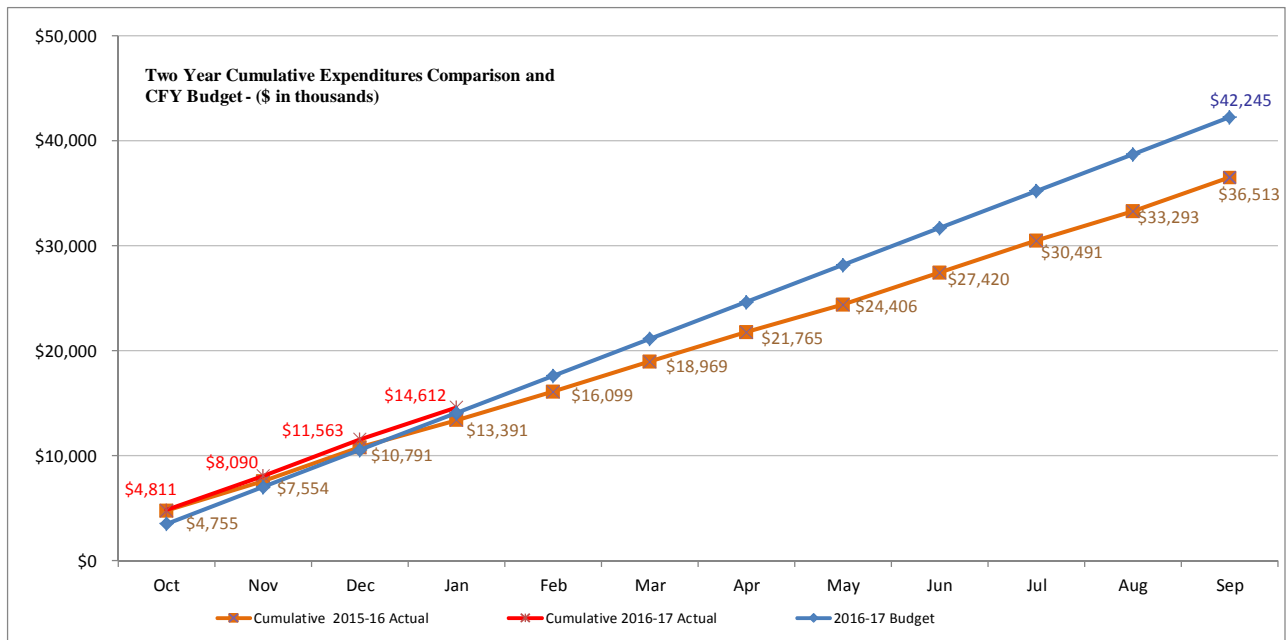
CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended January 31, 2017 (33% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
WATER SALES	\$ 20,250,000	\$ 7,223,869	36%	\$ 19,490,000	\$ 6,868,136	35%
WATER CONNECTION FEE	25,000	7,160	29%	25,000	15,730	63%
WATER SERVICE CHARGE	750,000	329,224	44%	750,000	275,125	37%
WTR-BACKFLOW PREVNTR TEST	10,000	7,500	75%	5,000	7,100	142%
RECLAIMED WATER SALES	60,000	22,780	38%	60,000	19,210	32%
SEWER SERVICE	18,500,000	6,228,406	34%	17,988,000	6,180,244	34%
STORMWATER UTILITY FEE	3,800,000	1,273,799	34%	3,790,000	1,267,323	33%
TELEWISE SEWER LINES	3,500	-	0%	2,500	2,051	82%
FEES	15,000	-	0%	10,000	9,368	94%
INTEREST INCOME	35,000	(4,222)	-12%	40,000	(19,695)	-49%
SALE OF SURPLUS EQUIP.	-	734	0%	-	532	0%
OCEAN RGE UT TAX ADM CHG	800	158	20%	800	267	33%
BAD DEBT RECOVERIES	-	-	0%	500	-	0%
MISCELLANEOUS INCOME	-	399	0%	-	28,252	0%
TRANSFER FROM SANITATION FUND	-	-	0%	-	-	0%
FUND BALANCE DECREASE (INCREASE)	(1,204,004)	(401,335)	33%	56,108	18,703	33%
TOTAL REVENUES	\$ 42,245,296	\$ 14,688,472	35%	\$ 42,217,908	\$ 14,672,346	35%



CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended January 31, 2017 (33% of Fiscal Year)

EXPENDITURES						
ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
WATER DISTRIBUTION	\$ 1,778,837	\$ 738,551	42%	\$ 1,659,754	\$ 714,786	43%
PUBLIC WATER TREATMENT	5,402,432	1,980,965	37%	5,691,571	2,064,460	36%
METER READING & SERVICES	1,055,863	503,636	48%	1,208,362	467,831	39%
WASTEWATER COLLECTION	1,576,241	594,938	38%	1,720,597	664,631	39%
WASTEWATER PUMPING STATIONS	2,540,321	885,762	35%	2,622,842	965,710	37%
SEWAGE TREATMENT	4,405,000	952,017	22%	4,405,000	999,681	23%
WATER QUALITY	622,451	228,356	37%	662,894	274,471	41%
UTILITY ADMINISTRATION	15,049,432	5,076,060	34%	14,472,294	4,885,283	34%
UTILITIES ENGINEERING	1,332,692	632,842	47%	1,150,746	539,615	47%
STORMWATER MAINTENANCE	957,018	424,672	44%	978,291	386,274	39%
CUSTOMER RELATIONS	1,446,521	535,642	37%	1,562,822	640,114	41%
DEBT SERVICE	6,078,488	2,058,333	34%	6,082,735	2,059,699	34%
Total Expenditures	\$ 42,245,296	\$ 14,611,774	35%	\$ 42,217,908	\$ 14,662,555	35%





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over \$10,000 for the month of February 2017.

EXPLANATION OF REQUEST:

Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: "Further, the City Manager, or in the City Manager's absence, the Acting City Manager is authorized to execute a purchase order on behalf of the City for such purchases under the \$25,000 bid threshold for personal property, commodities, and services, or \$75,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or Acting City Manager. Below is a list of the purchases for February 2017:

<u>Purchase Order</u>	<u>Vendor</u>	<u>Amount</u>
170421	Ed Morse Cadillac Delray	\$ 16,695.82
170747	Ferrin Signs, Inc.	\$ 23,402.50
170749	Martin Fence Co.	\$ 12,373.00
170761 & 170762	Anzco, Inc.	\$ 24,950.00
170772	C4 Rents, Inc.	\$ 13,994.00
170780 & 170781	Mignano Tree Care, Inc.	\$ 15,410.00
170790	Evoqua Water Technologies LLC	\$ 19,675.00
170794 (change order)	Layne Christensen Company	\$ 13,650.00
170843	B & H Photo Video Pro Audio	\$ 11,811.68
170844	Cues, Inc.	\$ 14,720.00
170845	Neobits, Inc.	\$ 10,640.12

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over \$10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager.

FISCAL IMPACT: Budgeted This Ordinance provides the impact of reducing paperwork by streamlining processes within the organization. This allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	10,000 Backup - Feb 2017

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/7/2017 - 4:40 PM
Finance	Howard, Tim	Approved	3/7/2017 - 4:40 PM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 10:02 AM



**CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER \$10,000
FOR FEBRUARY 2017**

1. Vendor: Ed Morse Cadillac Delray	Purchase Amount: \$16,695.82
Requesting Department: Public Works	Contact Person: Bill Darty
	Date: 2/3/17
Brief Description of Purchase: Original purchase order was in the amount of \$6,245.41 and a change order was issued in the amount of \$10,450.41 bringing the total purchase order to \$16,695.82. This is for repairs made due to an accident involving one of our Fire rescue vehicles, unit 892.	
Source for Purchase: Three Written Quotes	Fund Source: 501-5000-590-09-85
2. Vendor: Ferrin Signs, Inc.	Purchase Amount: \$23,402.50
Requesting Department: Public Works	Contact Person: Glenda Hall
	Date: 2/1/17
Brief Description of Purchase: Replace welcome sign on S. Federal Highway. It was destroyed in an accident.	
Source for Purchase: Three Written Quotes	Fund Source: 001-2512-541-63-06
3. Vendor: Martin Fence Co.	Purchase Amount: \$12,373.00
Requesting Department: Utilities	Contact Person: Jim Hart
	Date: 2/1/17
Brief Description of Purchase: The fences at Lift Stations #410, 201, 319, and 604 need to be repaired and reinstalled. The fences need to be done due to having to put new gates up. Also one of the gates was hit and needs repair.	
Source for Purchase: Piggyback Town of Davie #B-12-76	Fund Source: 401-2816-536-62-01
4. Vendor: Anzco, Inc.	Purchase Amount: \$24,950.00
Requesting Department: Public Works	Contact Person: Gail Mootz
	Date: 2/3/17
Brief Description of Purchase: PO #170761 - \$21,130.00: Oceanfront Park - Restroom Refurbishment PO #170762 - \$3,820.00: Oceanfront Park - ADA Refurbishment.	
Source for Purchase: Three Written Quotes	Fund Source: 302-4210-572-62-01 - \$21,130.00 RP1706 302-4210-572-62-03 - \$3,820.00 RP1706

5. Vendor: C4 Rents, Inc. Requesting Department: Public Arts Brief Description of Purchase: Tent rental for Kinetic Art Event on February 3rd through February 5th. Source for Purchase: Three Written Quotes	Purchase Amount: \$13,994.00 Contact Person: Debby Coles-Dobay Date: 2/8/17 Fund Source: 151-2611-579-49-17
6. Vendor: Mignano Tree Care, Inc. Requesting Department: Public Works Brief Description of Purchase: PO #170780 - \$1,980.00: Tree pruning at Laurel Hills Park. PO #170781 - \$13,430.00: Tree pruning at Ocean Front Park. Source for Purchase: Three Written Quotes	Purchase Amount: \$15,410.00 Contact Person: Glenda Hall Date: 2/8/17 Fund Source: 001-2730-572-46-98
7. Vendor: Evoqua Water Technologies LLC Requesting Department: Utilities Brief Description of Purchase: Install and replace the media and carbon in ZABOCS odor control system at Master Station #317. We have an increase in odor complaints from that Master Station. Source for Purchase: Sole Source	Purchase Amount: \$19,675.00 Contact Person: Jim Hart Date: 2/10/17 Fund Source: 401-2816-536-46-51
8. Vendor: Layne Christensen Company Requesting Department: Utilities Brief Description of Purchase: Layne Christensen Company has discovered scale buildup inside the deep injection well as part of their work. The scale was unforeseen and not part of the original scope of work that was <u>Commission approved on 2/7/17</u> . Layne Christensen recommends that we brush the well to remove the scale and perform a video survey after brushing is completed to document that the scale has been removed. The total cost for this additional work is \$13,650 per the attached quote. our consultant, Gerrit Bulman of CH2M Hill, recommends proceeding with this work while Layne Christensen is on site. Source for Purchase: Change Order No. 1	Purchase Amount: \$13,650.00 Contact Person: Chris Roschek Date: 2/13/17 Fund Source: 401-2811-536-49-17
9. Vendor: B & H Photo Video Pro Audio Requesting Department: Police Brief Description of Purchase: This is for the purchase of various nightvision/thermal/optical sensors, networking components, and storage devices. These items were in the approved budget to help modernize and bring our surveillance equipment into legal compliance. These will be used in new and existing platforms for major investigations. Source for Purchase: Three Written Quotes	Purchase Amount: \$11,811.68 Contact Person: Capt. Zeller Date: 2/27/17 Fund Source: 001-2112-521-52-51 - \$9,997.68 001-2112-521-64-15 - \$1,814.00

10. Vendor: Cues, Inc.		Purchase Amount:	\$14,720.00
Requesting Department:	Utilities	Contact Person:	Pat Franklin
		Date:	2/27/17
Brief Description of Purchase:			
This machine will be used to TV service laterals. This is a second unit so that we can do twice the amount of work with multiple crews. This system is compatible with the current TV equipment that we currently have. The sewer system is getting older and needs more work which this machine will help us to locate the issues.			
Source for Purchase:	Sole Source	Fund Source:	401-2815-536-64-02
11. Vendor: Neobits, Inc.		Purchase Amount:	\$10,640.12
Requesting Department:	Police	Contact Person:	Capt. Zeller
		Date:	2/27/17
Brief Description of Purchase:			
This is for the purchase of 5 new computer based cameras. These cameras will replace old outdated models for multiple investigative surveillance platforms.			
Source for Purchase:	Three Written Quotes	Fund Source:	001-2112-521-64-15

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170421
DATE: 10/20/16

VENDOR 16061

C.O. 2/3/17

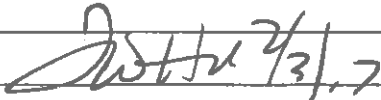
TO: ED MORSE CADILLAC DELRAY
MORSE OPERATIONS, INC.
2300 S. FEDERAL HWY
DELRAY BEACH, FL 33483

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

REQUISITION NO. 67546	ORDERING DEPARTMENT: FLEET/BA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			***** * CHANGE #: 1 * * CHANGE ORDER * * DATE CHG: 02/03/17 * *****		
2	2716.29	DL	CHANGE ORDER 1 - SUPPLEMENT 1	1.0000	2716.29
3	6868.08	DL	CHANGE ORDER 1 - SUPPLEMENT 2	1.0000	6868.08
4	523.49	DL	CHANGE ORDER 1 - SUPPLEMENT 3	1.0000	523.49
5	342.55	DL	CHANGE ORDER 1 - SUPPLEMENT 4	1.0000	342.55

REMARKS:
ACCIDENT REPAIR TO RIGHT SIDE OF FIRE VEH #892
2016 CHEV C1500 4X2 SILVERADO CREW
VIN #1GNSKFKC1GR120934
QUOTE #22A7F648
2/3/17: CHANGE ORDER 1 - INCREASE PO \$10,450.41

PROCUREMENT SERVICES:		P.O. TOTAL: 10450.41
ACCOUNT NO. 501-5000-590.09-85	PROJECT	+ 10245.41 <u>Total = \$ 11,695.82</u>



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

Date: 2/2/2017

Requesting Department: Public Works/Fleet

Contact Person: Bill Darty

Explanation for Purchase:

This is for repairs made due to an accident involving one of our Fire rescue vehicles, unit 892, work order 82480 job 1.

Original PO = \$6245.41
Change Order = \$10450.41
Total PO = \$16695.82

Recommended Vendor Ed Morse Cadillac

Dollar Amount of Purchase \$16,695.82

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒ XXX

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

501-2543-519.46-31

5000-590-09-85

Approvals:

Department Head

Christie Roberts

Date 02/06/17

Purchasing Agent

[Signature]

Date 2/16/17

Asst City Manager

[Signature]

Date _____

City Manager

[Signature]

Date 2/6/17

Krasnoff, Leah

From: Roberts, Christine
Sent: Tuesday, January 31, 2017 8:51 AM
To: Krasnoff, Leah
Cc: Greco-Arencibia, Adrianna; Darty, Bill
Subject: FW: PO #170421 Increase

Importance: High

Good Morning,

Please approve the increase to PO#170421 as indicated below.



Christine Roberts
Assistant Public Works Director
Public Works, Administration
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435

☎ 561-742-6203 |

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



APPROVALS

City Manager	Date
Finance Dept.	Date 1/31/17
Risk Manager	Date
City Attorney	Date

America's Gateway to the Gulfstream

4 Supplements →
$$\begin{array}{r} 6245.41 \\ + 10450.41 \\ \hline 16695.82 \end{array}$$

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Greco-Arencibia, Adrianna
Sent: Tuesday, January 31, 2017 7:02 AM
To: Roberts, Christine
Subject: PO #170421 Increase
Importance: High

Chris,

Please approve an increase in the amount of \$10,450.41 to the above PO per Bill's request below. The original amount of the PO was \$6,245.41 for a total of \$16,695.82.

Thank you



Adrianna Greco-Arencibia
Administrative Assistant
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
☎ 561-742-6596 📠 561-742-6211
✉ Greco-ArencibiaA@bbfl.us | 🌐 <http://www.boynton-beach.org/>



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From: Darty, Bill
Sent: Tuesday, January 31, 2017 6:56 AM
To: Greco-Arencibia, Adrianna
Subject: RE: PO increase

Sorry, more damage found as vehicle was tore down and then again after repairs were made and vehicle was road tested.



William Darty
Fleet Administrator CAFM
Public Works, Fleet Maintenance
City of Boynton Beach
| Boynton Beach, Florida 33435
☎ 561-742-6215
✉ DartyW@bbfl.us | 🌐 <http://www.boynton-beach.org/>



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From: Greco-Arencibia, Adrianna
Sent: Monday, January 30, 2017 3:42 PM
To: Darty, Bill
Subject: RE: PO increase

Bill,

Need to know what the supplement's are for?



Adrianna Greco-Arencibia
Administrative Assistant
Public Works / Solid Waste
City of Boynton Beach
222 N.E. 9th Ave. | Boynton Beach, Florida 33435
o: 561-742-6596 | f: 561-742-6211
Greco-ArencibiaA@bbfl.us | www.boynton-beach.org

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From: Darty, Bill
Sent: Monday, January 30, 2017 12:21 PM
To: Greco-Arencibia, Adrianna
Subject: PO increase

Pleas increase P.O. 170421 from \$6,245.41 to \$16,695.82 based on the following supplements;

Initial quote- \$6,245.41
Supplement 1- \$2,716.29
Supplement 2- \$6,868.08
Supplement 3- \$523.49
Supplement 4- \$342.55

New total- \$16,695.82

Thank you,

Bill



William Darty
Fleet Administrator CAFM
Public Works, Fleet Maintenance
City of Boynton Beach
| Boynton Beach, Florida 33435
o: 561-742-6215
DartyW@bbfl.us | www.boynton-beach.org

Like us on Facebook

Follow us on twitter

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110421
ED MORSE CADILLAC

2300 S FEDERAL HWY, DELRAY BEACH, FL 33483
Phone: (561) 276-2441

G.M. Peter
Workfile ID: 65b9ebc1
Federal ID: 590558323

Chris Evans
Body Shop Manager
561-414-3833

Supplement of Record 1 Summary

Customer: CITY OF BOYNTON BEACH

Written By: Dennis Ruggiero

Insured: CITY OF BOYNTON BEACH
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF BOYNTON BEACH
222 NE 9TH STREET
BOYNTON BEACH, FL
(561) 742-6208 Day

Inspection Location:
ED MORSE CADILLAC
2300 S FEDERAL HWY
DELRAY BEACH, FL 33483
Repair Facility
(561) 276-2441 Business

Insurance Company:
CITY OF BOYNTON BEACH

VEHICLE

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

VIN: 1GNSKFKC1GR120934
License:
State:

Interior Color:
Exterior Color: RED
Production Date:

Mileage In: 8,237
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera w/Parking Sensors

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Metallic Paint
Three Stage Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Get live updates at www.carwise.com/e/36Ehyye

Supplement of Record 1 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
2	*	<> Repl Bumper cover w/o park asst	23320625	1	<u>-649.95</u>	Incl.	-2.6
3		<> S01 Repl Bumper cover w/o park asst	23320625	1	603.93	Incl.	2.8
20	*	Repl RT Headlamp assy w/o HID lamps	23490006	1	<u>-1,079.00</u>	-0.5	-1.0
15	*	S01 Repl RT Headlamp assy w/o HID lamps	23490006	1	<u>714.33</u>	Incl.	1.0
25	*	Blnd Hood					-1.5
21		S01 Blnd Hood					1.7
31	*	R&I RT R&I mirror				-0.3	
27		S01 R&I RT R&I mirror				0.4	
32	*	R&I RT Handle, outside paint to match w/o passive				-0.3	
28		S01 R&I RT Handle, outside paint to match w/o passive				0.4	
36	*	Repl RT Fender liner Tahoe w/o Z71 pkg	22806317	1	<u>-83.05</u>	Incl.	
42		S01 Repl RT Fender liner Tahoe w/o Z71 pkg	22806317	1	99.97	Incl.	
37	*	Repl RT Fender Tahoe	22756424	1	<u>-603.93</u>	-2.4	-2.0
43	*	S01 Repl RT Fender Tahoe	22756424	1	<u>499.95</u>	2.4	2.2
38		Overlap Major Non-Adj. Panel					0.2
44		S01 Overlap Major Adj. Panel					-0.4
45	*	Repl RT Lower cntrl arm w/o Police pkg	22853474	1	<u>-175.44</u> m	-1.5 M	
58		S01 Repl RT Lower cntrl arm w/o Police pkg	22853474	1	228.70 m	1.5 M	
50	*	Rpr RT Uniside assy			s	-1.0	-6.8
72	*	S01 Rpr RT Uniside assy			s	1.0	5.4
51		Overlap Major Non-Adj. Panel					0.2
73		S01 Overlap Major Adj. Panel					-0.4
53	#	Refn BASE COAT DEDUCTION					5.2
75	#	S01 Refn BASE COAT DEDUCTION					-4.0
58	#	Repl RT FRONT TIRE BRIDGESTONE DUELER 225-70-17 S110		1			
80	#	S01 Repl RT FRONT TIRE BRIDGESTONE DUELER 225-70-17 S110		1	181.12		
Deleted Items							
4		Add for Clear Coat					-1.0
5	#	Repl RT INNER BRACKET PART 84029774		1	-76.92	Incl.	
6	*	Repl RT Bumper cover guide	22806323	1	<u>-15.53</u>		
7	#	Repl RT OUTER BRACKET PART		1	-63.48	Incl.	

Supplement of Record 1 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

#84029811								
8	#	Repl	RT BRACKET PART #22757264		1	-35.33	-0.3	
9	*	Repl	Air deflector w/o Police pkg	22936501	1	<u>-74.00</u>	Incl.	
10	*	Repl	RT Filler panel	22936500	1	<u>-52.03</u>	Incl.	-0.3
11	#		ADD FOR CLEAR		1			-0.1
12	#	Repl	RT SUPPORT BRACE PART #22757268		1	-45.40	-0.2	
13	#	R&I	SKID PLATE				-0.2	
14	#	Repl	BUMPRER FILLER W/O SKID PLATE PART #840029800		1	-295.00	-0.4	
15	#	R&I	FILLER PANEL				-0.2	
16	#	Repl	GRILLE W/O BODY COLOR PART# 84103228		1	-695.00		
17	#	Repl	INNER GRILLE PART # 84025050		1	-72.22	<u>Incl.</u>	
19	#		OVERLAP MAJOR ADJ. PANEL		1			0.2
20	#		ADD CLEAR COAT		1			-0.2
34	#	Repl	RT NAMEPLATE SILVERADO		1	-42.90	-0.3	
40	*		Add for Clear Coat					<u>-0.3</u>
42	#	Repl	RT FENDER LINER BRACKET 23343215		1	-83.73		
43	#	R&I	RT DIAGONAL BRACE REAR				-0.1	
44	#	Repl	RT PROTECTOR PART # 22801019		1	-13.75	<u>Incl.</u>	
47	#	Subl	Four wheel alignment		1	-69.95		
53	*		Add for Clear Coat					-1.3
Added Items								
4		S01	Add for Clear Coat					1.1
5		S01	Repl Lower molding w/o adaptive cruise w/o tow hook	22936495	1	82.13	Incl.	
6		S01	Repl Air deflector w/o Police pkg	22936501	1	109.97	Incl.	
7		S01	Repl RT Outer molding black	22936487	1	27.90	Incl.	
8		S01	R&I LT Filler panel				Incl.	
9		S01	R&I LT Outer molding black				Incl.	
10		S01	Repl RT Filler panel	22936500	1	36.70	Incl.	
11		S01	Repl RT Bumper cover guide	22806323	1	12.48		
12		S01	Repl RT Bumper cover brace	22829664	1	16.93		
13		S01	Repl Impact bar	23195058	1	436.85	0.3	
19		S01	Repl Grille assy w/o Z71 pkg w/o chrome inserts	23320679	1	612.85	Incl.	
29	*	S01	Rpr RT Door shell Tahoe & Yukon				<u>3.0</u>	2.1
30		S01	Overlap Major Non-Adj. Panel					-0.2
31		S01	Add for Clear Coat					0.4
33	RADIATOR SUPPORT							
34		S01	Repl Radiator support	84008400	1	434.32	6.0	
35		S01	Aim distance sensor			m	0.5	
36		S01	Evacuate & recharge			m	1.4	
37		S01	Add for trans cooler			m	0.3	

Supplement of Record 1 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

38	S01	R&I	Sight shield						
39	S01	Repl	Mount panel	23266739	1	560.33	Incl.		
40	S01		Add for shutter			m	0.3		
45	S01		Add for Clear Coat						0.4
47	S01	Repl	RT Fender reinforcement	22814873	1	6.33	0.1		
48	*	S01	Repl RT Fender brace	23115310	1	29.28			
49	ELECTRICAL								
50	S01	Repl	Front brace	22829070	1	13.40			
51	S01	R&I	Battery			m	Incl.		
52	S01	Repl	Battery tray	23327400	1	91.68	Incl.		
53	#	S01	Rpr wire repair				2.0 M		
54	#	S01	R&I rt running board strobe lighting				2.0		
55	REAR SUSPENSION								
56	S01	R&I	R&I axle housing as an assy			m	2.2		
59	S01	Repl	RT Knuckle w/o Police pkg	22842315	1	121.95 m	2.0 M		
60	S01		Wheel alignment check rear alignment			m	0.5		
61	S01		Deduct for Overlap				-0.6 M		
62	S01	Repl	RT Caliper	23290150	1	94.99 m	0.8 M		
63	S01		Bleed brake system			m	0.5 M		
64	S01		Deduct for Overlap				-0.2 M		
67	COOLING								
68	S01	Repl	Reservoir tank	22856231	1	51.97	0.4		
69	S01	R&I	Radiator all			m	Incl.		
70	S01	R&I	R&I shroud as an assy			m	Incl.		
74	*	S01	Add for Clear Coat						1.0
85	ENGINE								
86	S01	Repl	Air cleaner assy plate	23114339	1	42.62			
87	S01	Repl	Air cleaner assy bracket	22738662	1	15.42			
88	AIR CONDITIONER & HEATER								
89	S01	R&I	Condenser assy			m	Incl.		
90	COWL								
91	*	S01	Rpr Dash panel				8.0		
92	*	S01	R&I Insulator cabin				0.5		
93	*	S01	R&I Insulator engine room Tahoe & Yukon				0.5		
94	S01	R&I	Cowl grille Tahoe				0.5		
95	STEERING GEAR & LINKAGE								
96	S01	R&I	R&I gear assy			m	1.7		
97	S01		Deduct for Overlap				-0.2		
98	EXHAUST SYSTEM								
99	*	S01	R&I Muffler & pipe all			m	0.7 M		
100	#	S01	Subl Hazardous waste removal		1	3.00			
101	#	S01	Repl Corrosion protection		1	15.00			
102	#	S01	Repl Flex additive		1	5.00			
103	#	S01	Subl TOW		1	115.00 T			

Supplement of Record 1 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

SUBTOTALS	1,037.49	31.2	1.8
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TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			922.49
Body Labor	26.0 hrs @	\$ 42.00 /hr	1,092.00
Paint Labor	1.8 hrs @	\$ 42.00 /hr	75.60
Mechanical Labor	5.2 hrs @	\$ 90.00 /hr	468.00
Paint Supplies	1.8 hrs @	\$ 24.00 /hr	43.20
Miscellaneous			115.00
Subtotal			2,716.29
Total Supplement Amount			2,716.29
NET COST OF SUPPLEMENT			2,716.29

MyPriceLink Estimate ID: 253513084411363328

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	6,245.41	Dennis Ruggiero
Supplement S01	2,716.29	Dennis Ruggiero
Job Total:	\$ 8,961.70	
INSURANCE PAY:	\$ 8,961.70	

THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED, AND ARE FOR IMMEDIATE ACCEPTANCE ONLY. PROMISE TIMES ARE ESTIMATED ONLY AND ARE NOT GUARANTEED.

 *****NO WARRANTY ON RUST REPAIRS*****

**ED MORSE CADILLAC**

2300 S FEDERAL HWY, DELRAY BEACH, FL 33483
Phone: (561) 276-2441

Workfile ID: 65b9ebc1
Federal ID: 590558323

Supplement of Record 2 Summary**Customer: CITY OF BOYNTON BEACH**

Written By: Dennis Ruggiero

Insured: CITY OF BOYNTON BEACH
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF BOYNTON BEACH
222 NE 9TH STREET
BOYNTON BEACH, FL
(561) 742-6208 Day

Inspection Location:
ED MORSE CADILLAC
2300 S FEDERAL HWY
DELRAY BEACH, FL 33483
Repair Facility
(561) 276-2441 Business

Insurance Company:
CITY OF BOYNTON BEACH

VEHICLE

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

VIN: 1GNSKFKC1GR120934
License:
State:

Interior Color:
Exterior Color: RED
Production Date:

Mileage In: 8,237
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera w/Parking Sensors

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Metallic Paint
Three Stage Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Get live updates at www.carwise.com/e/36Ehyye

Supplement of Record 2 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
55	S01	R&I R&I axle housing as an assy			m	-2.2	
58	S02	R&I R&I axle housing as an assy			m	Incl.	
58	S01	Repl RT Knuckle w/o Police pkg	22842315	1	-121.95 m	-2.0 M	
62	S02	Repl RT Knuckle w/o Police pkg	22842315	1	121.95 m	Incl. M	
59	S01	Wheel alignment check rear alignment			m	-0.5	
63	*	S02 Wheel alignment check rear alignment			m	0.0	
95	S01	R&I R&I gear assy			m	-1.7	
103	S02	R&I R&I gear assy			m	Incl.	
Deleted Items							
65	FRAME						
66	*	Rpr Frame assy				-8.0	
Added Items							
14	S02	Repl RT Blank cover fog lamp	22936498	1	31.82	Incl.	
18	#	S02 Rpr modify lamp for strobe light				0.5	
61	*	S02 O/H front suspension both sides			m	6.5	
68	S02	Repl RT Hub & bearing	23356814	1	287.38 m	Incl.	
69	FRAME						
70	S02	Repl Frame assy	23363059	1	2,963.15	33.0 M	
71	S02	Refrigerant recovery			m	0.4	
72	S02	Add for trans cooler			m	0.4	
94	*	S02 Repl Air cleaner assy	23192713	1	124.98 m	Incl.	
105	S02	Repl RT Outer tie rod	22868912	1	103.05 m	0.5	
106	S02	Deduct for Overlap				-0.2	
113	WHEELS						
114	S02	Repl RT/Front Wheel, alloy 17" code: RD6	20942019	1	245.00 m	0.3	
115	#	S02 Subl mount and balance rt front wheel and tire		1	15.00 T		
116	S02	Repl TPMS sensor valve	15263240	1	10.37		
117	#	S02 Repl coolant		1	15.90		
118	#	S02 Repl BRAKE FLUID		1	9.74		
119	#	S02 Repl TRANS FLUID		1	9.74		
120	#	S02 R&I EXTERIOR LIGHTING				4.0 M	
121	#	S02 Subl Four wheel alignment		1	69.95		
SUBTOTALS					3,886.08	31.0	0.0

Supplement of Record 2 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			3,871.08
Body Labor	-4.0 hrs @	\$ 42.00 /hr	-168.00
Mechanical Labor	35.0 hrs @	\$ 90.00 /hr	3,150.00
Miscellaneous			15.00
Subtotal			6,868.08
Total Supplement Amount			6,868.08
NET COST OF SUPPLEMENT			6,868.08

MyPriceLink Estimate ID: 253513084411363328

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	6,245.41	Dennis Ruggiero
Supplement S01	2,716.29	Dennis Ruggiero
Supplement S02	6,868.08	Dennis Ruggiero
Job Total:	\$ 15,829.78	
INSURANCE PAY:	\$ 15,829.78	

THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED, AND ARE FOR IMMEDIATE ACCEPTANCE ONLY. PROMISE TIMES ARE ESTIMATED ONLY AND ARE NOT GUARANTEED.

*****NO WARRANTY ON RUST REPAIRS*****

**ED MORSE CADILLAC**

2300 S FEDERAL HWY, DELRAY BEACH, FL 33483
Phone: (561) 276-2441

Workfile ID:
Federal ID:

65b9ebc1
590558323

Supplement of Record 3 Summary**Customer: CITY OF BOYNTON BEACH**

Written By: Dennis Ruggiero

Insured: CITY OF BOYNTON BEACH
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF BOYNTON BEACH
222 NE 9TH STREET
BOYNTON BEACH, FL
(561) 742-6208 Day

Inspection Location:
ED MORSE CADILLAC
2300 S FEDERAL HWY
DELRAY BEACH, FL 33483
Repair Facility
(561) 276-2441 Business

Insurance Company:
CITY OF BOYNTON BEACH

VEHICLE

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

VIN: 1GNSKFKC1GR120934
License:
State:

Interior Color:
Exterior Color: RED
Production Date:

Mileage In: 8,237
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera w/Parking Sensors

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Metallic Paint
Three Stage Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Get live updates at www.carwise.com/e/36Ehye

Supplement of Record 3 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
22	S01	Blnd Hood					-1.7
23	S03	Blnd Hood					2.3
Deleted Items							
4	S01	Add for Clear Coat					-1.1
33	S01	Add for Clear Coat					-0.4
47	S01	Add for Clear Coat					-0.4
80	*	S01 Add for Clear Coat					-1.0
Added Items							
4	S03	Add for Three Stage					2.0
33	S03	Add for Three Stage					0.8
47	S03	Add for Three Stage					0.7
57	S03	Repl Fuse box cover	23190335	1	9.46	0.2	
74	S03	Repl RT Mount cushion position 1	23248394	1	82.13		
75	S03	Repl LT Mount cushion position 1	23248394	1	82.13		
76	S03	Repl RT Mount cushion front	22825456	1	78.48		
84	S03	Add for Three Stage					2.0
106	S03	Repl RT End cap Tahoe	22799550	1	20.52	Incl.	
118	S03	Repl RT Converter & pipe seal	15077362	1	16.70		
128	#	S03 Repl FRAME BOLTS PART # 11612148		2	9.70		
129	#	S03 Repl FRAME BOLT PART # 11546680		1	4.77		
SUBTOTALS					303.89	0.2	3.2

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			303.89
Body Labor	0.2 hrs @	\$ 42.00 /hr	8.40
Paint Labor	3.2 hrs @	\$ 42.00 /hr	134.40
Paint Supplies	3.2 hrs @	\$ 24.00 /hr	76.80
Subtotal			523.49
Total Supplement Amount			523.49
NET COST OF SUPPLEMENT			523.49

MyPriceLink Estimate ID: 253513084411363328

Supplement of Record 3 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	6,245.41	Dennis Ruggiero
Supplement S01	2,716.29	Dennis Ruggiero
Supplement S02	6,868.08	Dennis Ruggiero
Supplement S03	523.49	Dennis Ruggiero
Job Total:	\$ 16,353.27	
INSURANCE PAY:	\$ 16,353.27	

THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED, AND ARE FOR IMMEDIATE ACCEPTANCE ONLY. PROMISE TIMES ARE ESTIMATED ONLY AND ARE NOT GUARANTEED.

*****NO WARRANTY ON RUST REPAIRS*****

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE (FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT, IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A \$1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A \$1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

**ED MORSE CADILLAC**

2300 S FEDERAL HWY, DELRAY BEACH, FL 33483

Phone: (561) 276-2441

Workfile ID:
Federal ID:65b9ebc1
590558323**Preliminary Supplement 4 Summary****Customer: CITY OF BOYNTON BEACH**

Written By: Dennis Ruggiero

Insured: CITY OF BOYNTON BEACH
Type of Loss:
Point of Impact: 01 Right FrontPolicy #:
Date of Loss:Claim #:
Days to Repair: 0Owner:
CITY OF BOYNTON BEACH
222 NE 9TH STREET
BOYNTON BEACH, FL
(561) 742-6208 DayInspection Location:
ED MORSE CADILLAC
2300 S FEDERAL HWY
DELRAY BEACH, FL 33483
Repair Facility
(561) 276-2441 BusinessInsurance Company:
CITY OF BOYNTON BEACH**VEHICLE**

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

VIN: 1GNSKFKC1GR120934
License:
State:Interior Color:
Exterior Color: RED
Production Date:Mileage In: 8,237
Mileage Out:
Condition:Vehicle Out:
Job #:**TRANSMISSION**Automatic Transmission
Overdrive
4 Wheel Drive**POWER**Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat**DECOR**Dual Mirrors
Privacy Glass**CONVENIENCE**Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera w/Parking Sensors**RADIO**AM Radio
FM Radio**Stereo**Search/Seek
CD Player
Auxiliary Audio Connection**SAFETY**Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Positraction**SEATS**Cloth Seats
Reclining/Lounge Seats
3rd Row Seat**WHEELS**

Styled Steel Wheels

PAINTMetallic Paint
Three Stage Paint**TRUCK**Trailer Hitch
Trailer Package
Running Boards/Side StepsGet live updates at www.carwise.com/e/36Ehye

Preliminary Supplement 4 Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
130	S04 Repl	LT/Front Wheel, alloy 17" code: RD6	20942019	1	245.00 m	0.3	
131 #	S04 Subl	MOUNT AND BALANCE		1	15.00 T		
132 #	S04 Subl	Four wheel alignment		1	69.95		
NOTE: 2ND ALIGNMENT IS TO DUE TO FINDING LT FRONT WHEEL BENT AFTER TRUCK WAS ALIGNED. CUASING TRUCK TO DRIFT TO RT							
SUBTOTALS					329.95	0.3	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			314.95
Body Labor	0.3 hrs @	\$ 42.00 /hr	12.60
Miscellaneous			15.00
Subtotal			342.55
Total Supplement Amount			342.55
NET COST OF SUPPLEMENT			342.55

MyPriceLink Estimate ID: 253513084411363328

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	6,245.41	Dennis Ruggiero
Supplement S01	2,716.29	Dennis Ruggiero
Supplement S02	6,868.08	Dennis Ruggiero
Supplement S03	523.49	Dennis Ruggiero
Supplement S04	342.55	Dennis Ruggiero

Job Total:	\$ 16,695.82
INSURANCE PAY:	\$ 16,695.82

THE ABOVE IS AN ESTIMATE BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. BECAUSE OF THIS THE ABOVE PRICES ARE NOT GUARANTEED, AND ARE FOR IMMEDIATE ACCEPTANCE ONLY. PROMISE TIMES ARE ESTIMATED ONLY AND ARE NOT GUARANTEED.

 *****NO WARRANTY ON RUST REPAIRS*****

**ED MORSE CADILLAC**

2300 S FEDERAL HWY, DELRAY BEACH, FL 33483

Phone: (561) 276-2441

Workfile ID:

65b9ebc1

Federal ID:

590558323

Preliminary Supplement 4 with Summary**Customer: CITY OF BOYNTON BEACH**

Written By: Dennis Ruggiero

Insured: CITY OF BOYNTON BEACH

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 01 Right Front

Owner:

CITY OF BOYNTON BEACH

222 NE 9TH STREET

BOYNTON BEACH, FL

(561) 742-6208 Day

Inspection Location:

ED MORSE CADILLAC

2300 S FEDERAL HWY

DELRAY BEACH, FL 33483

Repair Facility

(561) 276-2441 Business

Insurance Company:

CITY OF BOYNTON BEACH

VEHICLE

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

VIN: 1GNSKFKC1GR120934

Interior Color:

Mileage In: 8,237

Vehicle Out:

License:

Exterior Color: RED

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

Overdrive

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

Privacy Glass

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Rear Window Wiper

Climate Control

Dual Air Condition

Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Positraction

SEATS

Cloth Seats

Reclining/Lounge Seats

3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Metallic Paint

Three Stage Paint

TRUCK

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Get live updates at www.carwise.com/e/36Ehye

Preliminary Supplement 4 with Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				2.5	
3	<> S01	Repl Bumper cover w/o park asst	23320625	1	603.93	Incl.	2.8
4	S03	Add for Three Stage					2.0
5	S01	Repl Lower molding w/o adaptive cruise w/o tow hook	22936495	1	82.13	Incl.	
6	S01	Repl Air deflector w/o Police pkg	22936501	1	109.97	Incl.	
7	S01	Repl RT Outer molding black	22936487	1	27.90	Incl.	
8	S01	R&I LT Filler panel				Incl.	
9	S01	R&I LT Outer molding black				Incl.	
10	S01	Repl RT Filler panel	22936500	1	36.70	Incl.	
11	S01	Repl RT Bumper cover guide	22806323	1	12.48		
12	S01	Repl RT Bumper cover brace	22829664	1	16.93		
13	S01	Repl Impact bar	23195058	1	436.85	0.3	
14	S02	Repl RT Blank cover fog lamp	22936498	1	31.82	Incl.	
15		FRONT LAMPS					
16	* S01	Repl RT Headlamp assy w/o HID lamps	23490006	1	714.33	Incl.	1.0
17		Aim headlamps				0.5	
18	# S02	Rpr modify lamp for strobe light				0.5	
19		GRILLE					
20	*	R&I Emblem				Incl.	
21	S01	Repl Grille assy w/o Z71 pkg w/o chrome inserts	23320679	1	612.85	Incl.	
22		HOOD					
23	S01	Blnd Hood					2.3
24	R&I	Insulator				0.3	
25		FRONT DOOR					
26		R&I RT Belt molding				0.3	
27	*	R&I RT Body side mldg Tahoe & Yukon paintable				0.3	
28	#	Clean & re-tape mldg(s)		1		0.5	
29	S01	R&I RT R&I mirror				0.4	
30	S01	R&I RT Handle, outside paint to match w/o passive				0.4	
31	* S01	Rpr RT Door shell Tahoe & Yukon				3.0	2.1
32	S01	Overlap Major Non-Adj. Panel					-0.2
33	S03	Add for Three Stage					0.8
34	R&I	RT R&I trim panel				0.4	
35		RADIATOR SUPPORT					
36	S01	Repl Radiator support	84008400	1	434.32	6.0	
37	S01	Aim distance sensor			m	0.5	
38	S01	Evacuate & recharge			m	1.4	
39	S01	Add for trans cooler			m	0.3	

Preliminary Supplement 4 with Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

40		S01	R&I	Sight shield						
41		S01	Repl	Mount panel	23266739	1	560.33	Incl.		
42		S01		Add for shutter			m	0.3		
43		FENDER								
44		S01	Repl	RT Fender liner Tahoe w/o Z71 pkg	22806317	1	99.97	Incl.		
45	*	S01	Repl	RT Fender Tahoe	22756424	1	499.95	2.4		2.2
46				Overlap Major Adj. Panel						-0.4
47		S03		Add for Three Stage						0.7
48				Add for Edging						0.5
49		S01	Repl	RT Fender reinforcement	22814873	1	6.33	0.1		
50	*	S01	Repl	RT Fender brace	23115310	1	29.28			
51		ELECTRICAL								
52		S01	Repl	Front brace	22829070	1	13.40			
53		S01	R&I	Battery			m	Incl.		
54		S01	Repl	Battery tray	23327400	1	91.68	Incl.		
55	#	S01	Rpr	wire repair				2.0	M	
56	#	S01	R&I	rt running board strobe lighting				2.0		
57		S03	Repl	Fuse box cover	23190335	1	9.46	0.2		
58		REAR SUSPENSION								
59		S01	R&I	R&I axle housing as an assy			m	Incl.		
60		FRONT SUSPENSION								
61		S01	Repl	RT Lower cntrl arm w/o Police pkg	22853474	1	228.70	m	1.5	M
62	*	S02		O/H front suspension both sides			m	6.5		
63		S01	Repl	RT Knuckle w/o Police pkg	22842315	1	121.95	m	Incl.	M
64	*	S01		Wheel alignment check rear alignment			m	0.0		
65		S01		Deduct for Overlap				-0.6	M	
66		S01	Repl	RT Caliper	23290150	1	94.99	m	0.8	M
67		S01		Bleed brake system			m	0.5	M	
68		S01		Deduct for Overlap				-0.2	M	
69		S02	Repl	RT Hub & bearing	23356814	1	287.38	m	Incl.	
70		FRAME								
71		S02	Repl	Frame assy	23363059	1	2,963.15		33.0	M
72		S02		Refrigerant recovery			m	0.4		
73		S02		Add for trans cooler			m	0.4		
74		S03	Repl	RT Mount cushion position 1	23248394	1	82.13			
75		S03	Repl	LT Mount cushion position 1	23248394	1	82.13			
76		S03	Repl	RT Mount cushion front	22825456	1	78.48			
77		COOLING								
78		S01	Repl	Reservoir tank	22856231	1	51.97		0.4	
79		S01	R&I	Radiator all			m	Incl.		
80		S01	R&I	R&I shroud as an assy			m	Incl.		
81		PILLARS, ROCKER & FLOOR								
82	*	S01	Rpr	RT Uniside assy			s	1.0		5.4

Preliminary Supplement 4 with Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

83			Overlap Major Adj. Panel					-0.4
84		S03	Add for Three Stage					2.0
85	#	S01	Refrn BASE COAT DEDUCTION					-4.0
86		R&I	RT Running board				1.0	
87	#		Setup & measure		1		2.0 F	
88	#		PULL		1		3.0	
89	#		Repl Undercoating		1	10.00		
90	#	S01	Repl RT FRONT TIRE BRIDGESTONE DUELER 225-70-17 S110		1	181.12		
91	#		Subl TIRE MOUNT BAL		1	15.00		
92	#		Subl Hazardous waste removal		1	3.00		
93	#		Repl Flex additive		1	5.00		
94	#		Repl Cover car		1	10.00		
95	ENGINE							
96		S01	Repl Air cleaner assy plate	23114339	1	42.62		
97		S01	Repl Air cleaner assy bracket	22738662	1	15.42		
98	*	S02	Repl Air cleaner assy	23192713	1	124.98 m	Incl.	
99	AIR CONDITIONER & HEATER							
100		S01	R&I Condenser assy				m	Incl.
101	COWL							
102	*	S01	Rpr Dash panel					8.0
103	*	S01	R&I Insulator cabin					0.5
104	*	S01	R&I Insulator engine room Tahoe & Yukon					0.5
105		S01	R&I Cowl grille Tahoe					0.5
106		S03	Repl RT End cap Tahoe	22799550	1	20.52	Incl.	
107	STEERING GEAR & LINKAGE							
108		S01	R&I R&I gear assy				m	Incl.
109		S01	Deduct for Overlap					-0.2
110		S02	Repl RT Outer tie rod	22868912	1	103.05 m	0.5	
111		S02	Deduct for Overlap					-0.2
112	EXHAUST SYSTEM							
113	*	S01	R&I Muffler & pipe all				m	0.7 M
114	#	S01	Subl Hazardous waste removal		1	3.00		
115	#	S01	Repl Corrosion protection		1	15.00		
116	#	S01	Repl Flex additive		1	5.00		
117	#	S01	Subl TOW		1	115.00 T		
118		S03	Repl RT Converter & pipe seal	15077362	1	16.70		
119	WHEELS							
120		S02	Repl RT/Front Wheel, alloy 17" code: RD6	20942019	1	245.00 m	0.3	
121	#	S02	Subl mount and balance rt front wheel and tire		1	15.00 T		
122		S02	Repl TPMS sensor valve	15263240	1	10.37		
123	#	S02	Repl coolant		1	15.90		
124	#	S02	Repl BRAKE FLUID		1	9.74		

Preliminary Supplement 4 with Summary

Customer: CITY OF BOYNTON BEACH

2016 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Flex Fuel Direct Injection RED

125	#	S02	Repl	TRANS FLUID	1	9.74		
126	#	S02	R&I	EXTERIOR LIGHTING			4.0	M
127	#	S02	Subl	Four wheel alignment	1	69.95		
128	#	S03	Repl	FRAME BOLTS PART # 11612148	2	9.70		
129	#	S03	Repl	FRAME BOLT PART # 11546680	1	4.77		
130		S04	Repl	LT/Front Wheel, alloy 17" code: RD6	20942019	1	245.00	m 0.3
131	#	S04	Subl	MOUNT AND BALANCE	1	15.00	T	
132	#	S04	Subl	Four wheel alignment	1	69.95		
Note: 2ND ALIGNMENT IS TO DUE TO FINDING LT FRONT WHEEL BENT AFTER TRUCK WAS ALIGNED. CAUSING TRUCK TO DRIFT TO RT								

SUBTOTALS	9,827.02	89.2	16.8
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ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			9,682.02
Body Labor	45.5 hrs @	\$ 42.00 /hr	1,911.00
Paint Labor	16.8 hrs @	\$ 42.00 /hr	705.60
Mechanical Labor	41.7 hrs @	\$ 90.00 /hr	3,753.00
Frame Labor	2.0 hrs @	\$ 48.00 /hr	96.00
Paint Supplies	16.8 hrs @	\$ 24.00 /hr	403.20
Miscellaneous			145.00
Subtotal			16,695.82
Grand Total			16,695.82
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			16,695.82

MyPriceLink Estimate ID: 253513084411363328

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170747
DATE: 02/01/17


VENDOR 2631

TO: FERRIN SIGNS INC
945 26TH STREET
WEST PALM BEACH, FL 33407

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

REQUISITION NO. 68208	ORDERING DEPARTMENT: B&G/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	23402.50 DL	FURNISH AND INSTALL ONE (1) SINGLE FACE NON ILLUMINATED FREESTANDING SIGN AND AS PER FERRIN SIGN DESIGN #1216018. THE CABINET WILL BE FABRICATED FROM HEAVY GAUGE ALUMINUM, CHEMICALLY CLEANED, PRIMED AND FINISHED IN A HIGH QUALITY AUTOMOTIVE ENAMEL. LETTERS TO BE 1/2 FLAT CUT ALUMINUM, PRIMED AND PAINTED. LOGO TO BE 2" DEEP REVERSE CHANNEL, PRIMED AND PAINTED. WE HAVE SURVEYED THE AREA WHERE THE SIGN WAS TAKEN OUT AND BELIEVE THIS IS WHAT IS NEEDED IN ORDER TO FIX THE ELECTRICAL BOX. PULL ELECTRICAL PERMIT AND SET UP INSPECTIONS-BUILD A NEW RACK TO SUPPORT THE ELECTRICAL EQUIPMENT-FURNISH WIRE AND INSTALL A NEW WEATHERPROOF PANEL WITH THE NECESSARY CIRCUIT BREAKERS- FURNISH WIRE AND INSTALL A CONTACTOR BOX WITH PHOTO CELL TO CONTROL THE EXISTING CIRCUITS-FURNISH WIRE AND INSTALL A MULTI CIRCUIT LED DRIVER BOX- PULL 1600 FEET OF #6 THHN WIRE FOR POWER SUPPLIED TO SIGN ** TEST FOR PROPER OPERATION **NO ALLOWANCE FOR REPLACEMENT OF CONDUIT, JUNCTION BOXES ETC. WE ARE	1.0000	23402.50

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 001-2512-541.63-06	PROJECT	

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170747
DATE: 02/01/17

VENDOR 2631

TO: FERRIN SIGNS INC
945 26TH STREET
WEST PALM BEACH, FL 33407

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


REQUISITION NO. 68208	ORDERING DEPARTMENT: B&G/GJ		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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ASSUMING 350' PULL WILL
BE A STRAIGHT PULL AND PVC IS IN
GOOD CONDITION
*10% CONTINGENCY

**COORDINATE WORK WITH GLENDA HALL
(330)437-5966
**CALL IN FOR LOCATIONS
** USE PROPER MOT

REMARKS:
REPLACE WELCOME SIGN - SOUTH FEDERAL HWY

PROCUREMENT SERVICES:		P.O. TOTAL:	23402.50
ACCOUNT NO. 001-2512-541.63-06	PROJECT		

REQUISITION BY: B&G/CJ
SHIP TO LOCATION: PUBLIC WORKS

PURCHASE REQUISITION NBR: 0000068208
STATUS: DEPT APPROVAL
REASON: WELCOME SIGN REPLACEMENT - SOUTH FEDERAL HWY
SUGGESTED VENDOR: 2631 FERRIN SIGNS INC

DATE: 1/23/17
DELIVER BY DATE: 1/24/17

LINE
NBR DESCRIPTION

QUANTITY UOM

UNIT
COST

EXTEND
COST

VENDOR PART NUMBER

1 FURNISH AND INSTALL ONE (1) SINGLE FACE NON
ILLUMINATED FREESTANDING SIGN AND AS PER PERRIN
SIGN DESIGN #1216018. THE CABINET WILL BE
FABRICATED FROM HEAVY GAGE ALUMINUM, CHEMICALLY
CLEANED, PRIME AND FINISHED IN A HIGH QUALITY
AUTOMOTIVE ENAMEL. LETTERS TO BE 1/2" FLAT CUT
ALUMINUM, PRIME AND PAINTED. LOGO TO BE 2" DEEP
REVERSE CHANNEL, PRIME AND PAINTED.
WE HAVE SURVEYED THE AREA WHERE THE SIGN WAS TAKEN
OUT AND BELIEVE THIS IS WHAT IS NEEDED IN ORDER TO
SET UP INSPECTIONS-BUILD A NEW RACK TO SUPPORT THE
ELECTRICAL EQUIPMENT-FURNISH WIRE AND INSTALL A
NEW WEATHERPROOF PANEL WITH THE NECESSARY CIRCUIT
BREAKERS- FURNISH WIRE AND INSTALL A CONTACTOR BOX
WITH PHOTO CELL TO CONTROL THE EXISTING
CIRCUITS-FURNISH WIRE AND INSTALL A MULTI CIRCUIT
LED DRIVER BOX- PULL 1600 FEET OF #6 THIN WIRE FOR
POWER SUPPLIED TO SIGN ** TEST FOR PROPER
OPERATION
**NO ALLOWANCE FOR REPLACEMENT OF CONDUIT,
JUNCTION BOXES ETC. WE ARE ASSUMING 350' PULL WILL
BE A STRAIGHT PULL AND PVC IS IN GOOD CONDITION
*10% CONTINGENCY

**COORDINATE WORK WITH GLENDA HALL (330) 437-5966
**CALL IN FOR LOCATIONS
** USE PROPER NOT
COMMODITY: MARKERS, PLAQUES, SIGNS
SUBCOMMOD: SIGN MAKING EQUIPMENT

REQUISITION TOTAL: 23402.50

REQUISITION QUOTES

23402.5000
76000.0000
VENDOR NAME
2631 FERRIN SIGNS INC
3832 COLLEGIATE PACIFIC

LINE # ACCOUNT
1 00125125416306

IMPTS OTHER THAN BLDGS.
SIGNS

ACCOUNT INFORMATION
PROJECT

100.00

AMOUNT
23402.50
23402.50

Temp transfer
Bldg. request

201102
2011
MM
1/24/17
1-2-17

EXP 4/17



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

Date: 1/31/17

Requesting Department: PW Contact Person: Grenda Hall

Explanation for Purchase:

Replace Welcome Sign
S. FEDERAL DESTROYED IN ACCIDENT

Recommended Vendor FERRIN SIGNS

Dollar Amount of Purchase \$23402.50

Source for Purchase (check and attach backup materials):

<input checked="" type="checkbox"/> Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	RESPECT	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

001-2512-541-6306

SP

Approvals:

Department Head [Signature]

Date 1/31/17

Purchasing Agent [Signature]

Date 1/31/17

Asst City Manager [Signature]

Date _____

City Manager [Signature]

Date 1/31/17

REQUEST FOR OFFICE ASSISTANCE

FROM: GIENDA HALL

Date: 11/20/17

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: _____

Account Number: _____ - _____ - _____ - _____ Project No.: _____

Request for Requisition - WELCOME SIGN REPLACEMENT - S. FEDERAL

Vendor:

FERRIN SIGNS

Account Number: 001-2730-572-49-11 Project No.: _____

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: FERRIN SIGNS Cost: 23,402.50
Vendor: COLLAGE Cost: 76,000
Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) – Attached.

☒ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions:

CALL IN FOR LOCATES
USE PROPER MOT
COORDINATE WORK WITH GIENDA HALL
330-437-5966

Request completed by: _____ Date completed: _____

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

Hall, Glenda

From: LaVerriere, Lori
Sent: Thursday, January 19, 2017 8:22 AM
To: Groff, Colin; Livergood, Jeffrey
Cc: Howard, Tim; Hall, Glenda; Simon, Michael
Subject: RE: S. Federal Hwy sign

Sounds good. Go with it. Thank you for your work on this Glenda.



Lori LaVerriere
City Manager
City Manager's Office
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6010 | f: 561-742-6011
LaVerriereL@bbfl.us | www.boynton-beach.org

Like us on Facebook 

Follow us on  twitter

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Groff, Colin
Sent: Wednesday, January 18, 2017 11:03 AM
To: Livergood, Jeffrey; LaVerriere, Lori
Cc: Howard, Tim; Hall, Glenda
Subject: RE: S. Federal Hwy sign

Sounds like a good plan. Put the information in a backup memo to Lori and it will meet the requirements of the procurement code.


Thanks

Colin Groff



Colin Groff, P.E., Assistant City Manager
Public Services
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6401
GroffC@bbfl.us | www.boynton-beach.org

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From: Livergood, Jeffrey
Sent: Wednesday, January 18, 2017 10:43 AM
To: LaVerriere, Lori
Cc: Groff, Colin; Howard, Tim; Hall, Glenda
Subject: RE: S. Federal Hwy sign

Lori,

We have a firm quote from Ferrin signs in the amount of \$21,275 to fabricate and install the sign. This includes electrical. We also have a probable cost estimate from the original installer (Collage-USA) in the amount of \$76,000. It took several months to get these quotes because this is not an "off the shelf" product. We can get more quotes but that will cause even more delay. Plus this takes a large amount of staff time running this down.

With your approval I would like to initiate a purchase order in the amount of \$21,275 plus a 10% contingency thereby totaling \$23,402.50 to Ferrin Signs. I believe the price is excellent and Glenda is fairly certain that Ferrin Signs will provide a product that is a reasonably close match to the original product, at least based upon a 40 mph drive by view. Please advise.

Jeff



Jeffrey Livergood, P.E.
Director of Public Works and Engineering
Public Works and Engineering
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6201
LivergoodJ@bbfl.us | www.boynton-beach.org

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From: LaVerriere, Lori
Sent: Friday, January 13, 2017 5:09 PM
To: Grant, Steven; Casello, Joseph; McCray, Mack; Romelus, Christina; Katz, Justin
Cc: Livergood, Jeffrey; Simon, Michael; Groff, Colin
Subject: S. Federal Hwy sign

Mayor and Commissioners:

As a follow up to your inquiry at Tuesday's CRA meeting, I wanted to give you an update...

The original contractor/installer gave a quote of \$76,000 to replace it (keep in mind this was custom built). This cost level would require a formal bid procedure.

We sought additional quotes from other sign companies. We are still awaiting some final electrical cost quotes. We think we found a vendor to refabricate the sign at a much lower cost. We anticipate having what we need to order the work in the next couple of weeks, then it will likely take a couple of months to actually fabricate and install it. Staff is indicating another 90 days before we see a new sign.

I'll keep you apprised as we make progress.



Lori LaVerriere
City Manager
City Manager's Office
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6010 | f: 561-742-6011
LaVerriereL@bbfl.us | www.boynton-beach.org

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Hall, Glenda

From: David Trindade <dtrindade@collage-usa.com>
Sent: Tuesday, November 08, 2016 8:23 AM
To: Hall, Glenda
Subject: Boynton Beach So. Welcome Replacement

Glenda:

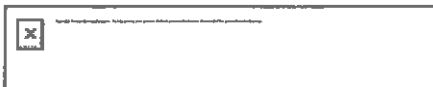
The probably cost estimate for the complete replace of the So. Sign is \$ 76,000.00 which includes signed and sealed drawings, maintenance of traffic, new sign, electrical, labor, material, equipment and supervision.

We have not included permits or permit fees.

If you have any questions, please do not hesitate to call me.

Thank you,

DAVID M. TRINDADE
Senior Project Manager



585 Technology Park | Lake Mary, FL 32746

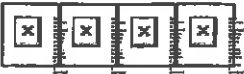
E dtrindade@collage-usa.com

C 561.262.2773 | **D** 407.915.6185

P 407.829.2257 | **F** 407.829.2258

W collage-usa.com

THE MOST *INFORMED* CONSTRUCTION SERVICES COMPANY TM





City of Boynton Beach
100 E Boynton Bch Blvd
Boynton Bch, FL 33435

December 28, 2016

Attn: Glenda Hall

Account Executive: Tim Lewzader

REFERENCE: Signage

In response to your request, we are pleased to submit the following proposal:

Furnish and install one (1) single face non illuminated freestanding sign as per Ferrin Signs design # 1216018.

The cabinet will be fabricated from heavy gauge aluminum, chemically cleaned, primed and finished in a high quality automotive enamel.

Letters to be 1/2" flat cut aluminum, primed and painted.

Logo to be 2" deep, reverse channel, primed and painted.

PRICE: \$ 11,118.00

Includes Tax

Permit costs and engineering (if required) are not included in the price above. These costs will be reflected on the final invoice. These costs will consist of permit fees at actual cost, an engineering fee of \$250.00 for each free standing sign and a final inspection fee of \$100.00.

We sincerely hope this proposal meets with your approval and that we may be favored with your order.

TERMS:

The above total price shall be paid as follows:

50% with purchaser's acceptance of contract..... \$ 5,559.00

.....
50% upon completion of installation..... \$ 5,559.00

TOTAL: \$ 11,118.00

945 26TH STREET WEST PALM BEACH, FL 33407

TOLL FREE
1-844-885-8712

FAX
(561) 802-4340

A FINANCE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%, WILL BE ADDED TO ALL PAST DUE ACCOUNTS



City of Boynton Beach
100 E Boynton Bch Blvd
Boynton Bch, FL 33435

January 17, 2017

Attn: Glenda Hall

Account Executive: Tim Lewzader

REFERENCE: Signage

In response to your request, we are pleased to submit the following proposal:

We have surveyed the area where the sign was taken out and believe this is what is needed in order to fix the electrical box.

Pull electrical permit and set up inspections
Build a new rack to support the electrical equipment
Furnish wire and install a new weatherproof panel with the necessary circuit breakers
Furnish wire and install a contactor box with photo cell to control the existing circuits
Furnish wire and install a multi circuit LED driver box
Pull 1600 feet of #6 THHN wire for power supplied to sign**
Test for proper operation

Clarification:

**No allowance for replacement of conduit, junction boxes etc.

We are assuming 350' pull will be a straight pull and PVC is in good condition.

PRICE: \$ 10,157.00

Includes Tax

We sincerely hope this proposal meets with your approval and that we may be favored with your order.

TERMS:

The above total price shall be paid as follows:

50% with purchaser's acceptance of contract..... \$ 5,078.50

.....
50% upon completion of installation..... \$ 5,078.50

TOTAL: \$ 10,157.00

ADDITIONAL TERMS AND CONDITIONS

1. THIS PROPOSAL BECOMES A CONTRACT ONLY WHEN DULY SIGNED BY THE PRESIDENT OR VICE PRESIDENT OF FERRIN SIGNS, INC., WHEN DULY SIGNED BY PURCHASER AND WHEN ANY PAYMENT DUE WITH PURCHASERS ACCEPTANCE HAS BEEN MADE. THE FRONT AND BACK OF THIS AGREEMENT AND THE SPECIFICATIONS OR PLANS IF ANY, ATTACHED, COMPOSE THE ENTIRE AGREEMENT OF THE PARTIES. NO REPRESENTATIONS, UNDERSTANDINGS, PROMISES, OPTIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, HAVE BEEN MADE BY EITHER PARTY UNLESS ENDORSED HEREON IN WRITING.
2. THIS PROPOSAL IS PREPARED AND SUBMITTED BY FERRIN SIGNS, INC., PURSUANT TO PURCHASERS REQUIREMENTS INCLUDING AND CONSISTING OF PLANS, DESIGNS, SPECIFICATIONS, DRAWINGS, SHOP DRAWINGS, OR OTHER REQUIREMENTS FURNISHED OR APPROVED BY PURCHASER. FERRIN SIGNS, INC. SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER (PARTICULARLY INCLUDING RESPONSIBILITY OR LIABILITY TO PURCHASER OR THIRD PERSONS FOR ERRORS, OMISSIONS, DEFECTS OR DAMAGES TO PERSONAL PROPERTY) CONCERNING, ARISING OUT OF, OR RESULTING FROM USE OF PLANS, DESIGNS, SPECIFICATIONS, DRAWINGS, SHOP DRAWINGS, CHANGES OR OTHER REQUIREMENTS FURNISHED AND/OR APPROVED BY PURCHASER AND PURCHASER HEREBY INDEMNIFIES AND AGREES TO HOLD FERRIN SIGNS, INC., HARMLESS OF, FROM AND AGAINST ALL SUCH RESPONSIBILITY.
3. FERRIN SIGNS, INC. IS NOT RESPONSIBLE FOR PENETRATION REPAIRS IN ANY BONDED ROOF AREA. FERRIN SIGNS, INC. WILL PROVIDE TEMPORARY SEALING BUT FINAL PATCHING IS TO BE DONE BY ROOFER AT CUSTOMER'S SOLE EXPENSE.
4. THE COST OF PERMITS AND ENGINEERING REQUIRED FOR INSTALLATION AND FINAL INSPECTIONS ARE NOT INCLUDED IN THE PROPOSAL PRICE. PURCHASER WILL BE INVOICED FOR THESE ITEMS ON THE FINAL INVOICE FOR THE JOB. IF SURVEYS OF LAND ARE REQUIRED FOR ANY REASON TO DETERMINE PROPERTY LINES, SET BACKS, SIGN LOCATIONS OR FOR ANY OTHER REASON, SAID SURVEYS ARE TO BE PROVIDED BY PURCHASER.
5. IN THE EVENT THAT LOCAL CODES PROHIBIT INSTALLATION OF THIS SIGN OR IF PERMIT SUBMISSION IS DENIED FOR ANY REASON, ALL DEPOSITS WILL BE RETURNED LESS AMOUNTS NEEDED FOR DESIGN COSTS, ENGINEERING COSTS, AND PERMIT APPLICATION COSTS, WHICH WILL BE RETAINED BY FERRIN SIGNS, INC.
6. AT PURCHASERS SOLE EXPENSE, PURCHASER SHALL FURNISH SUITABLE ELECTRIC SERVICE (INCLUDING ALL NECESSARY ELECTRICAL WIRING, OUTLETS AND CONNECTIONS, PROPERLY FUSED AND INSTALLED) FOR THE INSTALLATION WITHIN THREE FEET OF LOCATION, EXACT LOCATION AS SPECIFIED BY FERRIN SIGNS, INC. FERRIN SIGNS WILL NOT BE RESPONSIBLE FOR VOLTAGE OR AMPERAGE OF WIRING TO SIGN LOCATION, BUT WILL CONNECT TO SUCH WIRING AS PROVIDED.
7. WHERE EXCAVATION IS REQUIRED, FERRIN SIGNS INC. REQUIRES COMPLETE UNOBSTRUCTED ACCESS TO EXCAVATION SITE. UNFORSEEN UNDERGROUND OBSTRUCTIONS INCLUDING ROCK, WATER OR IRRIGATION LINES, ABNORMAL MATERIAL, INCLUDING EXCESSIVE WATER WHICH REQUIRES SPECIAL REMOVALS, FORMING OR PUMPING, SHALL RESULT IN ADDITIONAL CHARGES TO CUSTOMER.
8. AFTER THIS PROPOSAL BECOMES A CONTRACT, PURCHASER MAY MAKE NO CHANGES UNLESS REQUESTED IN WRITING AND THE PRICE THEREFORE, IF ANY HAS BEEN AGREED UPON IN WRITING AND PAID. FERRIN SIGNS, INC. MAY SUSPEND OR DELAY FABRICATION AND/OR INSTALLATION PENDING AGREEMENT ON THE REQUESTED CHANGE AND PAYMENT OF ANY PRICE THEREFORE.
9. FERRIN SIGNS, INC. WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSS, DAMAGE OR DELAY DUE TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS SOLE CONTROL.
10. UNTIL ALL SUMS DUE HAVE BEEN PAID IN FULL, TITLE TO AND OWNERSHIP OF ALL GOODS, MATERIALS, EQUIPMENT AND PROPERTY TO BE INSTALLED OR INSTALLED BY FERRIN SIGNS, INC. SHALL REMAIN WITH FERRIN SIGNS, INC. PURCHASER AGREES THAT THE INSTALLATION CONTEMPLATED IS READILY REMOVABLE WITHOUT DAMAGE; THEREFORE, AFTER INSTALLATION HAS BEGUN, IF ANY SUM DUE IS NOT PAID PROMPTLY WHEN DUE, FERRIN SIGNS, INC. MAY AT ONCE (AND WITHOUT PROCESS OF LAW) TAKE POSSESSION OF AND REMOVE AS AND WHEN IT SEES FIT AND WHEREVER FOUND, ALL GOODS, MATERIALS, EQUIPMENT, AND PROPERTY USED OR INTENDED FOR USE IN THE INSTALLATION, ALL WITHOUT BEING DEEMED GUILTY OF TRESPASS. FERRIN SIGNS, INC. WILL RE-INSTALL ANY SUCH REMOVED INSTALLATION ONLY AFTER ALL SUMS DUE HAVE BEEN PAID IN FULL AND THE COST OF THE RE-INSTALLATION HAS BEEN PAID IN FULL. NOTWITHSTANDING REMOVAL, ALL SUMS DUE UNDER THIS CONTRACT ARE DUE UPON COMPLETION OF INSTALLATION. PURCHASER FURTHER AGREES TO PAY 1 1/2 % PER MONTH INTEREST ON THE UNPAID BALANCE UNTIL PAID IN FULL.
11. IF EITHER PARTY TO THIS AGREEMENT IS FORCED TO SUBMIT A DISPUTE HEREAFTER TO A COURT OF LAW OR TO ARBITRATION, THEN THE PREVAILING PARTY IN SUCH LITIGATION OR ARBITRATION SHALL BE ENTITLED TO RECOVER THE COST OF SUCH ACTION INCLUDING A REASONABLE ATTORNEY'S FEE (THROUGH APPELLATE COURT), FROM THE OTHER PARTY. IT IS HERBY AGREED THAT THIS CONTRACT WAS NEGOTIATED AND FINALIZED IN PALM BEACH COUNTY, FLORIDA. ANY LITIGATION CONCERNING THIS CONTRACT SHALL BE GOVERNED BY THE LAW OF THE STATE OF FLORIDA, WITH PROPER VENUE IN PALM BEACH COUNTY.
12. IF PURCHASER TERMINATES THIS CONTRACT BEFORE FABRICATION STARTS, ALL MONIES PAID BY PURCHASER SHALL BE RETAINED BY FERRIN SIGNS, INC. AS LIQUIDATED DAMAGES, CONSIDERATION FOR THE EXECUTION OF THIS CONTRACT AND IN FULL SETTLEMENT OF ANY CLAIMS, WHERE UPON THE PARTIES SHALL BE RELIEVED OF ALL FURTHER OBLIGATIONS UNDER THIS CONTRACT. IF PURCHASER TERMINATES, BREACHES OR DEFAULTS UNDER THIS CONTRACT AFTER FABRICATION STARTS BUT BEFORE INSTALLATION HAS BEGUN, THEN FERRIN SIGNS, INC. IS RELIEVED OF ALL OBLIGATIONS TO FURTHER PERFORM AND ALL MONIES PAID BY PURCHASER SHALL BE RETAINED BY FERRIN SIGNS, INC. AND ALL MONIES DUE PRIOR TO COMPLETION OF INSTALLATION SHALL BE PAID AS LIQUIDATED DAMAGES, CONSIDERATION FOR THE EXECUTION AND PARTIAL PERFORMANCE OF THIS CONTRACT AND SHALL IN FULL SETTLEMENT OF ANY CLAIMS, AND UPON PAYMENT THEREOF, PURCHASER SHALL BE RELIEVED OF ALL FURTHER OBLIGATIONS UNDER THIS CONTRACT. IF PURCHASER TERMINATES, BREACHES OR DEFAULTS UNDER THIS CONTRACT AFTER INSTALLATION STARTS, THEN FERRIN SIGNS, INC. IS RELIEVED OF ALL OBLIGATIONS TO FURTHER PERFORM (INCLUDING ANY WARRANTY PERFORMANCE), AND ALL MONIES PAID BY PURCHASER SHALL BE RETAINED BY FERRIN SIGNS, INC. AND THE BALANCE OF THE TOTAL PRICE SHALL BE PAID AS LIQUIDATED DAMAGES, CONSIDERATION FOR THE EXECUTION AND PERFORMANCE OF THIS CONTRACT AND IN FULL SETTLEMENT OF ANY CLAIMS, AND UPON PAYMENT THEREOF, PURCHASER SHALL BE RELIEVED OF ALL FURTHER OBLIGATIONS UNDER THIS CONTRACT.
13. NO WARRANTY IS MADE UNLESS AND UNTIL FERRIN SIGNS, INC. IS PAID IN FULL ALL SUMS. ONCE PAID IN FULL ALL SUMS DUE, FERRIN SIGNS, INC. WARRANTS ALL SIGNS MANUFACTURED BY FERRIN SIGNS, INC. FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP. WARRANTY IS BASED ON NORMAL USAGE-WARRANTY IS INVALID FOR INCIDENTS INVOLVING ACTS OF GOD, VANDALISM, IMPROPER MAINTENANCE OR WORK DONE ON SIGN BY OTHERS. THIS WARRANTY DOES NOT APPLY TO LABOR INCURRED BEYOND 60 DAYS AFTER INSTALLATION TO FLUORESCENT LAMPS, INCANDESCENT BULBS OR NEON GLASS. IN NO EVENT SHALL FERRIN SIGNS, INC. BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY OTHER DAMAGES OR LOSSES WHATSOEVER.

SALESMAN _____

APPROVED: FERRIN SIGNS, INC.

BY _____

TITLE _____

THIS PROPOSAL WHICH INCLUDES THE PROVISIONS ON THE REVERSE SIDE HEREOF AND THE SPECIFICATIONS, IF ANY, ATTACHED, IS ACCEPTED

THIS _____ DAY OF _____, 20____

PURCHASER _____

BY _____

TITLE _____

PAGE _____ OF _____

FOR VALUE RECEIVED THE UNDERSIGNED GUARANTOR IRREVOCABLE GUARANTEES THE FAITHFUL AND COMPLETE PERFORMANCE OF THIS WRITTEN CONTRACT BY THE SIGNATURE SET FORTH HEREINAFTER, INCLUDING THE TIMELY PAYMENT OF ALL MONIES DUE AND THE GUARANTEE OF ALL DAMAGES, COSTS AND EXPENSES FOR WHICH THE CONTRACTING PARTY MAY BECOME LIABLE WITH RESPECT TO THE CONTRACT.



DESIGN PROPOSAL

**ALL FINANCIAL STATEMENTS TO BE
FORBIDDEN FROM CREDITORS' ATTENTION**

PLEASE PRINT YOUR NAME
AND ADDRESS IN FULL
AND MAIL TO: 4001 S. UNIVERSITY
AVENUE, SUITE 100, DENVER, COLORADO
80202-1500. YOUR REQUEST WILL BE HANDLED
EXPEDITIOUSLY.

CLIENT APPROVED BY:

DATE:

Logo fish to be .202" illuminated 2" deep
reverse channel prime coat and paint Matthews
#MP41342SP Brushed Aluminum high gloss
finish.

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170749
DATE: 02/01/17

VENDOR 1863


TO: MARTIN FENCE CO.
862 13TH STREET
LAKE PARK, FL 33403-2383

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 68201	ORDERING DEPARTMENT: UTIL PUMPING HS	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	6624.00	DL	REPAIR AND INSTALL FENCE AT LIFT STATION 410	1.0000	6624.00
2	2056.00	DL	REPAIR AND INSTALL FENCE AT LIFT STATION 201	1.0000	2056.00
3	957.00	DL	REPAIR AND INSTALL FENCE AT LIFT STATION 319	1.0000	957.00
4	2736.00	DL	REPAIR AND INSTALL FENCE AT LIFT STATION 604	1.0000	2736.00

REMARKS:
REPAIR & INSTALL FENCES AT LS 410, 201, 319 & 604.
PIGGYBACK TOWN OF DAVIE #B-12-76
10/17/15 - 10/16/18
SEE ATTACHED QUOTES

PROCUREMENT SERVICES:		P.O. TOTAL: 12373.00
ACCOUNT NO. 401-2816-536.62-01	PROJECT	

PURCHASE REQUISITION NBR: 0000068201

REQUISITION BY: UTIL PUMPING HS
 STATUS: DEPT APPROVAL
 REASON: REPAIR AND INSTALL FENCES AT LS 410 201 319 604
 SUGGESTED VENDOR: 1863 MARTIN FENCE CO.
 DATE: 1/23/17
 DELIVER BY DATE: 2/06/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPAIR AND INSTALL FENCE AT LIFT STATION 410 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	5624.00	DL	1.0000	6624.00	
2	REPAIR AND INSTALL FENCE AT LIFT STATION 201 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	2056.00	DL	1.0000	2056.00	
3	REPAIR AND INSTALL FENCE AT LIFT STATION 319 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	957.00	DL	1.0000	957.00	
4	REPAIR AND INSTALL FENCE AT LIFT STATION 604 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	2736.00	DL	1.0000	2736.00	
REQUISITION TOTAL:					12373.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	40128165366201	BUILDINGS IMPROVEMENTS	6624.00
2	40128165366201	BUILDINGS IMPROVEMENTS	2056.00
3	40128165366201	BUILDINGS IMPROVEMENTS	957.00
4	40128165366201	BUILDINGS IMPROVEMENTS	2736.00
			12373.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Piggy back town of Davie #B-12-76
 10/17/15 - 10/16/18

APPROVED 1/31/17
 Manager Date 1/31/17
 Finance Dept Date 1/31/17
 Risk Manager Date 1-26-17
 Date

PURCHASE REQUISITION NBR: 0000068201

REQUISITION BY: UTIL PUMPING HS
SHIP TO LOCATION: EAST UTILITY ADMIN

STATUS: DEPT APPROVAL
REASON: REPAIR AND INSTALL FENCES AT LS 410 201 319 604
SUGGESTED VENDOR: 1863 MARTIN FENCE CO.

DATE: 1/23/17
DELIVER BY DATE: 2/06/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPAIR AND INSTALL FENCE AT LIFT STATION 410 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	6624.0000	6624.00	
2	REPAIR AND INSTALL FENCE AT LIFT STATION 201 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	2056.0000	2056.00	
3	REPAIR AND INSTALL FENCE AT LIFT STATION 319 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	957.0000	957.00	
4	REPAIR AND INSTALL FENCE AT LIFT STATION 604 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	2736.0000	2736.00	
REQUISITION TOTAL:					12373.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	40128165364551	REPAIR/MAINTENANCE SRVS. LIFT STATION REPAIRS	100.00
2	40128165364551	REPAIR/MAINTENANCE SRVS. LIFT STATION REPAIRS	100.00
3	40128165364551	REPAIR/MAINTENANCE SRVS. LIFT STATION REPAIRS	100.00
4	40128165364551	REPAIR/MAINTENANCE SRVS. LIFT STATION REPAIRS	100.00
62-01 Building Improv			12373.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Piggy back town of Davie #B-12-76

APPROVALS

City Manager _____ Date _____
Finance Dept _____ Date _____
Risk Manager _____ Date _____
City Attorney _____ Date _____

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	1/23/2017
H.T.E. REQUISITION #	68201
Administrative Clerk:	H.Sagel
Director:	
City Manager (non budgeted capital and/or \$5000+):	

REASON FOR PURCHASE: Repair and install fences at Lift Stations # 410, 201, 319 and 604..					
Piggy back Town of Davie Contract # B-12-76					
VENDOR INFORMATION:		DIVISION:		OTHER INFORMATION:	
Name:	Martin Fence Co.	Admin.	<input type="checkbox"/>	Date:	1/23/2017 ASAP <input checked="" type="checkbox"/>
Address:	862 13 th Street	Construction	<input type="checkbox"/>	Date Needed:	02/06/2017 Confirm. <input type="checkbox"/>
	Lake Park, FL 33403	Cust. Rel.	<input type="checkbox"/>		ASAP/Conf. <input type="checkbox"/>
		Distribution	<input type="checkbox"/>	BACKUP DOCS. SUBMITTED:	
Contact:	Rob Greene <i>RG</i>	Lab	<input type="checkbox"/>	Quotes/Verbal (over \$500)	<input type="checkbox"/> E. Admin 40 <input checked="" type="checkbox"/>
Phone:	561-848-2666	Pumping	<input checked="" type="checkbox"/>	Quotes/Written (over \$2000)	<input checked="" type="checkbox"/> E. WTP 41 <input type="checkbox"/>
FAX:		PWMaint.	<input type="checkbox"/>	Bid Docs.	<input checked="" type="checkbox"/> W. WTP 42 <input type="checkbox"/>
Vendor No.:	1863	PWOps.	<input type="checkbox"/>	Sole Source Ltr.	<input type="checkbox"/> P/U 99 <input type="checkbox"/>
INITIATOR: Jim Hart		Sewage	<input type="checkbox"/>	Insurance Requirements:	<input type="checkbox"/> Special Instructions:
APPROVED: <i>[Signature]</i> 1-23-17		Strmwtr.	<input type="checkbox"/>	Projects:	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	6624.00 ea	Fence repair and installation at Lift Station # 410						6624.00
1	2056.00 ea	Fence repair and installation at Lift Station # 201						2056.00
1	957.00 ea	Fence repair and installation at Lift Station # 319						957.00
1	2736.00 ea	Fence repair and installation at Lift Station # 604						2736.00
		TOTAL	401	2816	536	46 62	51 01	12,373.00

1/23/17

The City of Boynton Beach



*Utilities Department
124 E. Woolbright Road
Boynton Beach, Florida 33435
Phone (561) 742-6400
FAX: (561) 742-6298*

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED: Fence repairs and installation at LS # 410, 201, 319 and 604

VENDOR #1: Martin Fence Co.

DATE: 1/14/2017

CONTACT PERSON: Bob Greene

PHONE NUMBER: 561-848-2688

QUOTE: \$12,373.00

VENDOR#2:

DATE:

CONTACT PERSON:

PHONE NUMBER:

QUOTE:

VENDOR #3:

DATE:

CONTACT PERSON:

PHONE NUMBER:

QUOTE:

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO
PURCHASING DEPT.



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 23-Jan-17

Requesting Department: Utilities/Wastewater Pur Contact Person: Jim Hart

Explanation for Purchase:

The fences at Lift Stations # 410, 201, 319 and 604 need to be repaired and reinstalled. The fences need to be done due to having to put new gates up. Also one of the gates was hit and needs repair.

Recommended Vendor Martin Fence Co.

Dollar Amount of Purchase \$12,373.00

Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☒

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: Town of Davie B-12-76

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

Fund Source for Purchase:

401-2816-536-46-51

Approvals:

Department Head

Date

1-23-2017

Purchasing Agent

Date

1/30/17

Asst City Manager

Date

City Manager

Date

1/31/17



PHONE: 561-848-2688 • FAX: 561-848-4466
TOLL FREE: 1-877-777-3212
862 13TH STREET, LAKE PARK, FLORIDA 33403-2383
LIC. # U10591

SOLD TO: Name CITY OF BOUNTON BEACH SHIP TO: BETTY THOMAS PARK
Address 124 E. WOODBRIGHT RD. LS 410
City BOUNTON BEACH 33435 2882 SE 2nd St. BB
Phone 742-6422 Business 742 6299 Total Footage _____
Contact TIM HART Cell _____ Pager _____

Fence 6' BLACK VINYL ☐ Top Rail Level ☐ Follow Contour ☐ Barb Up ☐ Knuckle L
Top Rail 1 1/2" x 4" BLACK
Line Posts 1 1/2" x 9" x 40' BL.
Cor. Posts 3 1/2" x 9" x 40' BL.
Gate Posts 3 1/2" x 9" x 40' BL.
Gates 2ea 6' x 14' DD.

14' DD
GATE

6' BLACK VINYL CLF W/ 6' BLACK PDS SLATS
REMOVE EXIST. L.S. FENCE.

TOWN OF JADIE # B-12-76

Tension Wire 6' BOTTOM
Core Drills _____
Panelweave 6' BLACK PDS

#82 6' BLACK VINYL CLF 94' @ 34. = 3196.
#88 Corner Post Assemblies 4ea. @ 352. = 1408.
#96 12' DD GATES 2ea. @ 440. = 880.
#89 BRACE & TRUSS Assemblies 4ea. @ 120. = 480.
#223 REMOVE 6' CLF. 74 L.F. @ 10. = 740.
6624-

Customer authorizes the installation of the fence in accordance with the sketch and any attached specifications and agrees to assume all liability and responsibility for accuracy of sketches.

All fence lines must be cleared by customer or a fee will be charged - \$75 per hour/minimum of 1 hour.

Total Price \$6624.- Approx. Delivery Date _____

Less Deposit _____ Week of: JULY 15, 2017

C.O.D. on Completion \$6624.-

This contract subject to Terms and Conditions on reverse side. Our representation's cannot be relied on. No modifications to this contract will be honored unless in writing and signed by both parties.

Customer _____

I hereby acknowledge the satisfactory completion of the above described work.

Salesman [Signature]

Customer _____

Per _____



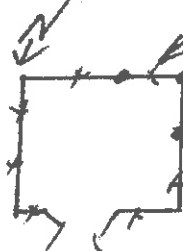
**MARTIN
FENCE CO.**

PHONE: 561-848-2688 • FAX: 561-848-4466
TOLL FREE: 1-877-777-3212
862 13TH STREET, LAKE PARK, FLORIDA 33403-2383
LIC. # U10591

SOLD TO: Name CITY OF BOYNTON BEACH SHIP TO: TALENT HARBOR
Address 120 E. UNIVERSITY RD. LA 201
City BOYNTON BEACH 33435
Phone 742-6622 Business 742-6299 Total Footage _____
Contact TALENT HARBOR Cell _____ Pager _____

Fence 6' GREEN CLF.
Top Rail _____
Line Posts _____
Cor. Posts _____
Gate Posts 3x9 54x40 GREEN
Gates 2x6x10 DD GREEN

☐ Top Rail Level ☐ Follow Contour ☐ Barb Up ☐ Knuckle Up



REMOVE EXISTING CLF REPLACE
w/ 10' DD GATE EACH SIDE
REUSE GREEN WIRE W/ SLATS

Tension Wire _____
Core Drills _____
Panelweave 6' GREEN PDS.

TOUCH UP DRIVE CONTRACT # B-12-76
ITEM # 88 CORNER POST ASSEMBLY 3EA @ 352. = 1056.
#196 2EA 10' DD GATES 2EA @ 400. = 800.
#223 REMOVAL 6' CLF 20LF @ 10. = 200
TOTAL 2056.

Customer authorizes the installation of the fence in accordance with the sketch and any attached specifications and agrees to assume all liability and responsibility for accuracy of sketches.

All fence lines must be cleared by customer or a fee will be charged - \$75 per hour/ minimum of 1 hour.

Total Price \$2056.- Approx. Delivery Date _____

Less Deposit _____ Week of: 2 WKS A.D.

C.O.D. on Completion \$2056.-

This contract subject to Terms and Conditions on reverse side. Oral representation's cannot be relied on. No modifications to this contract will be honored unless in writing and signed by both parties.

Customer _____

I hereby acknowledge the satisfactory completion of the above described work.

Salesman [Signature]

Customer _____

Per _____



**MARTIN
FENCE CO.**

PHONE: 561-848-2688 • FAX: 561-848-4466

TOLL FREE: 1-877-777-3212

862 13TH STREET, LAKE PARK, FLORIDA 33403-2383

LIC. # U10591

SOLD TO: Name CITY OF BRYANTON Bch. SHIP TO: LAURENCE + MINDER Rd.
Address 124 E WOODBRIGHT Rd. US 319
City BRYANTON Bch. 33435
Phone 72-6222 Business 72-6299 Total Footage _____
Contact JIM HART Cell _____ Pager _____

Fence 6' GALV. CLF. ☐ Top Rail Level ☐ Follow Contour ☐ Barb Up ☐ Knuckle Up
Top Rail 1518 SMD
Line Posts _____
Cor. Posts _____
Gate Posts 319 SMD
Gates 1EA. 6' x 8' DD
LEAF.

Tension Wire _____

Core Drills _____

Panelweave 6' GALV. SLATS.

TOWN OF DAVIE CONTRACT # B-12-76

# 77	6' GALV. CLF	3025.	75.
# 98	CORNER POST. GALV. 1EA.	282.	282.
# 100	12' DD GATE 1EA.	400.	400.
# 223	REMOVAL. 20' @ 10.	200	200
			<u>8957.-</u>

Customer authorizes the installation of the fence in accordance with the sketch and any attached specifications and agrees to assume all liability and responsibility for accuracy of sketches.

All fence lines must be cleared by customer or a fee will be charged - \$75 per hour/minimum of 1 hour.

Total Price 957.- Approx. Delivery Date _____

Less Deposit _____ Week of: JAN 5.

C.O.D. on Completion 4957.-

This contract subject to Terms and Conditions on reverse side. Oral representation's cannot be relied on. No modifications to this contract will be honored unless in writing and signed by both parties.

Customer _____

I hereby acknowledge the satisfactory completion of the above described work.

Salesman [Signature]

Customer _____

Per _____



**MARTIN
FENCE CO.**

PHONE: 561-848-2688 • FAX: 561-848-4466
TOLL FREE: 1-877-777-3212
862 13TH STREET, LAKE PARK, FLORIDA 33403-2383
LIC. # U10591

SOLD TO: Name CITY OF BAYTOWN BAY. SHIP TO: VENUEVILLE
Address 124 E. WOODBURN RD. US 604
City BAYTOWN BAY. 33435
Phone 712 6222 Business 712-6299 Total Footage _____
Contact TIM HART Cell _____ Pager _____

Fence 1' GREEN CLF ☐ Top Rail Level ☐ Follow Contour ☐ Barb Up ☐ Knuckle Up
Top Rail 158.504006
Line Posts 2 1/2" X 9 5/8" 4062
Cor. Posts 3" X 9 5/8" 4062
Gate Posts 7" X 9 5/8" 4062
Gates _____



NEW 3X9 6' GREN REPLACES 2 1/2" CLF.
10' 6" X 10' DD
10' 6" X 80 1/2" OPEN DD GATE.
REMOVE WIRE & SLATS.

Tension Wire _____
Core Drills _____
Panelweave 1' GREEN PDS
SLATS.

PER TOWN OF DADIE CONTRACT # B-12-76
#82 6' GREEN CLF. 20 @ 34. = 680.
#88 GREN ASSEMBLY 3ea. @ 352. = 1056.
#96 12' DD GATE 2ea. @ 400. = 800.
#223 1' FENCE REMOVAL 20 @ 10. = 200
TOTAL. 2736.

Customer authorizes the installation of the fence in accordance with the sketch and any attached specifications and agrees to assume all liability and responsibility for accuracy of sketches.

All fence lines must be cleared by customer or a fee will be charged - \$75 per hour/minimum of 1 hour.

Total Price \$2736. Approx. Delivery Date _____

Less Deposit _____ Week of: JUNE 2000

C.O.D. on Completion \$2736.

This contract subject to Terms and Conditions on reverse side. Oral representation's cannot be relied on. No modifications to this contract will be honored unless in writing and signed by both parties.

Customer _____

I hereby acknowledge the satisfactory completion of the above described work.

Salesman [Signature]

Customer _____

Per _____

UNFORESEEN CONDITIONS

The price quoted does not contemplate the encountering of rock, swampy conditions, boulders larger than the holes to be dug or other atypical soil features. If these conditions are encountered and additional labor, equipment or material is necessary for the setting of the post, a charge for labor, equipment and material will be agreed upon prior to resumption of work.

FENCE LINES

In consideration of the price herein quoted, the purchaser agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by him by stakes or otherwise. If contractor is required to remove any obstructions in the fence line or any excess soil excavated from post holes, a charge for extra labor will be made on the basis of \$75 per hour - minimum of 1 hour. It is further understood that customer is responsible for any damage to underground cables, sprinkler systems and all public and private utilities including underground installations such as electric conduits, cables, tanks, water lines sewer lines, etc. If it becomes necessary to work around or remove any of these obstructions, the customer agrees to pay extra expense of same on the basis of costs plus 15%. The customer agrees to assume responsibility for any damage caused by drilling and lagging into cement walks, seawalls or any poured concrete structures or buildings.

MEASUREMENT

Martin Fence Co. does not assume responsibility for lot lines or layout. It is purchaser's responsibility to mark all corners and lot lines for purposes of construction of the fence. Martin Fence Co. will make a charge for moving of any fence that is later found not to be on the lot line if customer has staked the lot lines improperly or has not furnished a correct and accurate survey with all lot lines delineated and corners marked.

DELAYS

Any delays which are caused by the customer will be subject to an additional charge by MARTIN FENCE CO. If any additional trips are required because of changes or delays by the customer, the additional charge will be agreed upon prior to the resumption of work. If delay is caused by any theft of materials or damage to work in progress, the customer agrees to be responsible for all costs of repair and replacement and any delay damages.

GENERAL CONDITIONS

All agreements are contingent upon strikes, lock-out, riots, fires, accidents, acts of God, floods, war, insurrection, embargo restrictions, carrier delay or failure to receive raw material deliveries or by other causes whether or like or of a different nature beyond our control. All prices quoted herein are subject to change without notice prior to the execution of this agreement. Unless otherwise specified, material/s purchased hereon are not warranted to comply with ASTM F761 Standard Specification for strength required of steel posts and rails for chain link fence.

CANCELLATIONS

No cancellations will be accepted unless in writing within 72 hours after signing the contract. If purchaser decides to cancel this contract within 72 hours purchaser must notify MARTIN FENCE CO. By registered mail or telegram. No deposit will be refunded after a 72 hour period. If order is cancelled after 72 hours, purchaser agrees to pay the costs of materials, permitting fees, and expenses incurred in preparation of work.

ITEMS FOR CASH SALES

The customer agrees to pay 1/3 deposit upon execution of this agreement; 1/3 of the principal balance when the posts are set. Customer agrees to pay the balance upon completion of the job. Customer may deposit 50% upon execution and balance on completion if desired. This contract is binding on heirs, executors, assigns and successors in interest, until paid for in full. The Title to and ownership and right of possession of the material covered by this contract shall remain to the seller, MARTIN FENCE CO. until fully paid for. In case the purchaser shall become insolvent or refuse or neglect to pay for work herein provided, the seller may, at its option, without process of law, retake possession of any or all materials wherever the same may be found. The purchaser further agrees to pay a reasonable attorney's fee incurred in any collection process including any appellate proceedings. Purchaser agrees that the venue for any and all legal proceedings shall be Palm Beach County, Florida regardless of where actual work was performed. After 30 days, a 1-1/2% interest charge per month on any unpaid sums will be charged. Customer agrees to pay \$50 or 5% of face value, whichever is greater, on any returned check.

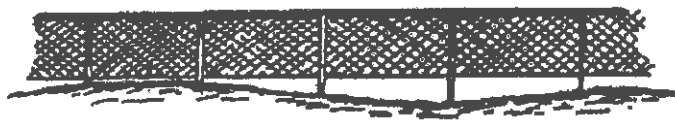
SKETCHES

The approved sketch as noted on the other side is for placement of fence. Customer agrees to assume all liability for encroachments and accuracy of lot lines and corners.

GROUND PLAN OF JOB



Follows contour of ground. Fence top will be curved.



TOP RAIL STRAIGHT — Leaves spaces beneath fence if ground is not straight.



Barb Up



Knuckle Up

DESCRIPTION	GALVANIZED			VINYL COATED		
	Quantities	Unit/Price	TOTAL	Quantities	Unit/Price	TOTAL
GATES DOUBLE SWING:						
16 12 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
17 16 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
18 20 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
19 24 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
20 32 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
GATES SINGLE ROLL:						
01 16 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
02 20 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
03 24 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
04 30 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
GATES SINGLE CANTILEVER:						
05 16 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
06 20 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
07 24 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
08 30 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
GATES DOUBLE ROLL:						
09 24 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
10 32 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
11 40 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
12 60 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
GATES DOUBLE CANTILEVER:						
13 24 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -
14 32 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -
15 40 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -
16 60 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -

DESCRIPTION		GALVANIZED			VINYL COATED		
ITEM	9 GAUGE FENCING FABRIC	Quantities	Unit Price	TOTAL	Quantities	Unit Price	TOTAL
77	Up to 100 L.F.	50	25	1250 -	50	26	1300 -
78	101 LF to 1,000 L.F.	110	25	2750 -	110	26	2860 -
79	1,001 L.F. to 2,500 L.F.	1010	22	22200 -	1010	23	23210 -
80	2,501 L.F. to 5,000 L.F.	2510	13	32630 -	2510	13	32630 -
81	Over 5,000 L.F.	5010	13	65130 -	5010	13	65130 -
6 GAUGE FENCING FABRIC							
82	Up to 100 L.F.	50	32	1600 -	50	34	1700 -
83	101 LF to 1,000 L.F.	110	32	3520 -	110	34	3740 -
84	1,001 L.F. to 2,500 L.F.	1010	26	26260 -	1010	27	27270 -
85	2,501 L.F. to 5,000 L.F.	2510	16	40160 -	2510	17	42670 -
86	Over 5,000 L.F.	5010	16	80160 -	5010	17	85170 -
TERMINAL POSTS:							
87	End Post with Hookup	10	242	2420 -	10	249	2490 -
88	Corner Post with Hookup	10	282	2820 -	10	352	3520 -
89	Brace and Truss Assembly	10	100	1000 -	10	120	1200 -
GATES SINGLE SWING:							
90	4 Ft. Wide Gate Opening	2	242	480 -	2	242	480 -
91	5 Ft. Wide Gate Opening	2	242	480 -	2	240	480 -
92	6 Ft. Wide Gate Opening	2	242	480 -	2	240	480 -
93	8 Ft. Wide Gate Opening	2	260	520 -	2	260	520 -
94	10 Ft. Wide Gate Opening	2	260	520 -	2	260	520 -
95	12 Ft. Wide Gate Opening	2	260	520 -	2	260	520 -

	DESCRIPTION	GALVANIZED			VINYL COATED		
		Quantities	Unit Price	TOTAL	Quantities	Unit Price	TOTAL
	GATES DOUBLE SWING:						
96	12 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
97	16 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
98	20 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
99	24 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
100	32 Ft. Wide Gate Opening	2	400	800 -	2	400	800 -
	GATES SINGLE ROLL:						
101	16 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
102	20 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
103	24 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
104	30 Ft. Wide Gate Opening	2	500	1000 -	2	500	1000 -
	GATES SINGLE CANTILEVER:						
105	16 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
106	20 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
107	24 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
108	30 Ft. Wide Gate Opening	2	600	1200 -	2	600	1200 -
	GATES DOUBLE ROLL:						
109	24 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
110	32 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
111	40 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
112	60 Ft. Wide Gate Opening	2	550	1100 -	2	550	1100 -
	GATES DOUBLE CANTILEVER:						
113	24 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -
114	32 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -
115	40 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -
116	60 Ft. Wide Gate Opening	2	650	1300 -	2	650	1300 -

DESCRIPTION				
EM	REMOVE FENCING FABRIC	Quantities	Unit Price	TOTAL
18	Up to 100 L.F.	50	8	400 -
19	101 LF to 1,000 L.F.	110	8	880 -
20	1,001 L.F. to 2,500 L.F.	1010	4	4040 -
21	2,501 L.F. to 5,000 L.F.	2510	1	2510 -
22	Over 5,000 L.F.	5010	1	5010 -
23	Up to 100 L.F.	50	12	600 -
24	101 LF to 1,000 L.F.	110	10	1110 -
25	1,001 L.F. to 2,500 L.F.	1010	8	8080 -
26	2,501 L.F. to 5,000 L.F.	2510	1	2510 -
27	Over 5,000 L.F.	5010	1	5010 -
28	Up to 100 L.F.	50	12	600 -
29	101 LF to 1,000 L.F.	110	12	1320 -
30	1,001 L.F. to 2,500 L.F.	1010	8	8080 -
31	2,501 L.F. to 5,000 L.F.	2510	1	2510 -
32	Over 5,000 L.F.	5010	1	5010 -
233	Up to 100 L.F.	50	15	750 -
234	101 LF to 1,000 L.F.	110	15	1650 -
235	1,001 L.F. to 2,500 L.F.	1010	10	10100 -
236	2,501 L.F. to 5,000 L.F.	2510	1	2510 -
237	Over 5,000 L.F.	5010	1	5010 -



**MARTIN
FENCE CO.**



862 13th STREET, LAKE PARK, FLORIDA 33403-2383

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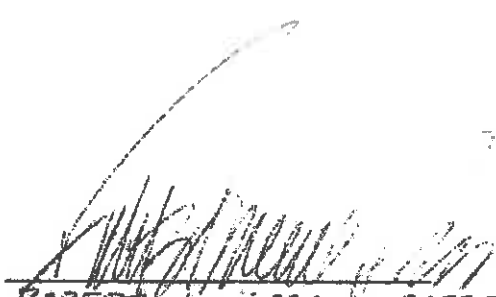
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August 10, 2015

Town of Davie
6901 Orange Ave.
Davie, FL 33314

Mr. Scott,

This letter constitutes acceptance by Martin Fence Co. of offer to extend fencing services bid approved by R-2012-237. The extension of term is for a three year period from October 17, 2015 current bid expiration date.


ROBERT L. GREENE, PRESIDENT
Printed name and title

Date: 8-10-15



PALM BEACH: 561.848.2688 • TOLL FREE: 1.877.777.3212 • FAX: 561.848.4466

Residential - Commercial - Industrial

Martin Fence

From: Mike Scott <Mike_Scott@davie-fl.gov>
Sent: Thursday, August 06, 2015 2:34 PM
To: mfence@martinfence.com
Subject: Town of Davie Fencing Services Extension
Attachments: R2012-237.pdf

Good afternoon,

The Town wishes to extend the fencing services bid approved by R-2012-237. The current bid expires 10/17/2015. There is an option to extend the term for an additional three-year period. Please indicate if your company would like to extend this service by sending written correspondence either to the address or email below.

If you have any questions, please feel free to contact me. Thanks.

Mike Scott
Operations & Management Professional
Public Works & Capital Projects
6901 Orange Drive
Davie, FL 33314
(954) 797-1243 - Office
(954) 257-9759 - Cell
(954) 797-1246 - Fax

mike_scott@davie-fl.gov



CERTIFICATE OF LIABILITY INSURANCE

MARTINF

OP ID: JT

DATE (MM/DD/YYYY)
01/13/2017

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 SLATON INSURANCE P.O. Box 220637 West Palm Beach, FL 33422 Casey Cunhiff, CPCU		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:	
INSURED Martin Fence Company Rob Greene 862 13th Street Lake Park, FL 33403		INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Ins.Co. NAIC # 10701 INSURER B: Owners Insurance Co 32700 INSURER C: Auto-Owners Insurance Company 18988 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	ADDITIONAL SUBS INSR. WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		7258242916	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4128478803	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4128478802	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		83041150	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CITYOFB

City of Boynton Beach
124 East Woolbright Road
Boynton Beach, FL 33435**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170761
DATE: 02/03/17

VENDOR 14283


TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

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

REQUISITION NO. 68120	ORDERING DEPARTMENT: FACILITIES/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	19380.00 DL	ANZCO - PROPOSE TO FURNISH SUPERVISION, LABOR, EQUIPMENT, AND MATERIALS TO PERFORM THE FOLLOWING SCOPE OF WORK. RESTROOM REFURBISHMENT *REPLACE FAUCETS, SINKS, PAINT INTERIOR, RESURFACE EPOXY FLOOR, NEW DISPENSERS, COUNTER TOPS AND BACKS PLASH	1.0000	19380.00
2	250.00 DL	PRESSURE WASH BUILDING	1.0000	250.00
3	1500.00 DL	PAINT BUILDING -REMOVE EXISTING TOILETS GRIND MECHANICALLY PREPARE AND OR DEEP CLEAN EXISTING SURFACE *INSTALL TWO COATS OF RES-TEK PRIMER *INSTALL RES- TEK BASE RESIN WITH COLOR QUARTZ *TOP COAT WITH RES-TEK 925 AND 46 GRIT FOR NON SKID *ITEMS TO BE FURNISHED BY OTHER: TEMPORARY TOILET FACILITIES FOR PUBLIC USE OCEAN RIDGE PERMIT FEE INCLUDED	1.0000	1500.00

REMARKS:
OCEANFRONT PARK RESTROOM REFURBISHMENT
QUOTE #12116

PROCUREMENT SERVICES:		P.O. TOTAL:	21130.00
ACCOUNT NO. 302-4210-572.62-01	PROJECT RP1706		

REQUISITION BY: FACILITIES/GJ
SHIP TO LOCATION: PUBLIC WORKS

PURCHASE REQUISITION NBR: 0000068120
STATUS: DEPT APPROVAL
REASON: OCEANFRONT PARK RESTROOM REFURBISHMENT
SUGGESTED VENDOR: 14283 ANZCO, INC.

DATE: 1/11/17

DELIVER BY DATE: 1/12/17

LINE DESCRIPTION

QUANTITY UOM

UNIT COST

EXTEND COST

VENDOR PART NUMBER

1 ANZCO - PROPOSE TO FURNISH SUPERVISION, LABOR, EQUIPMENT, AND MATERIALS TO PERFORM THE FOLLOWING SCOPE OF WORK. RESTROOM REFURBISHMENT *REPLACE FAUCETS, SINKS, PAINT INTERIOR, RESURFACE EPOXY FLOOR, NEW DISPENSERS, COUNTER TOPS AND BACKS PLASH
COMMODITY: BUILDING MAINT/REPAIR SER
SUBCOMMOD: REMODELING AND ALTERATION

19380.00 DL

1.0000

19380.00

2 PRESSURE WASH BUILDING
COMMODITY: BUILDING MAINT/REPAIR SER
SUBCOMMOD: REMODELING AND ALTERATION

250.00 DL

1.0000

250.00

3 PAINT BUILDING -REMOVE EXISTING TOILETS GRIND MECHANICALLY PREPARE AND OR DEEP CLEAN EXISTING SURFACE *INSTALL TWO COATS OF RES-TEK PRIMER *INSTALL RES- TEK BASE RESIN WITH COLOR QUARTZ *TOP COAT WITH RES-TEK 925 AND 46 GRIT FOR NON SKID
*ITEMS TO BE FURNISHED BY OTHER: TEMPORARY TOILET FACILITIES FOR PUBLIC USE OCEAN RIDGE PERMIT FEE INCLUDED
COMMODITY: BUILDING MAINT/REPAIR SER
SUBCOMMOD: REMODELING AND ALTERATION

1500.00 DL

1.0000

1500.00

REQUISITION TOTAL: 21130.00

REQUISITION QUOTES

SELECTED VENDOR: 21130.0000

28000.0000
27444.0000

VENDOR NAME
14283 ANZCO, INC.
14742 MCTEAGUE CONSTRUCTION CO.
10833 TALLEY WALKER SERVICES, INC.

ACCOUNT INFORMATION

LINE #

ACCOUNT

PROJECT

AMOUNT

AMOUNT

1 30242105726201
2 30242105726201
3 30242105726201

BUILDINGS
BUILDINGS IMPROVEMENTS
BUILDINGS
BUILDINGS IMPROVEMENTS
BUILDINGS
BUILDINGS IMPROVEMENTS

RP1706
Oceanfront-Refurbish Rest
RP1706
Oceanfront-Refurbish Rest
RP1706
Oceanfront-Refurbish Rest

100.00
100.00
100.00

19380.00
250.00
1500.00

21130.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Req. 68124- \$3820

Req. 68120- \$21130

Total = \$24950.

APPROVED: [Signature] DATE: 2/3/17
DATE: 2-2-17



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

Date: 11/16/16

Requesting Department: Public Work / FACILITIES Contact Person: GAIL MOOTZ

Explanation for Purchase:

Reg. 68120 OCEAN FRONT PARK - RESTROOM REFURBISHMENT - \$21,130.00
Reg. 68124 Ocean Front Park - ADA Refurbishment - \$3,820.00

Recommended Vendor ANZCO, INC

Dollar Amount of Purchase \$24,950.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

CIP: 302-4210-572-62.01 RP1706 - Reg # 68126
302-4210-572-62-03 RP1706 - Reg # 68124

Approvals:

Department Head [Signature]
Purchasing Agent [Signature]
Asst City Manager [Signature]
City Manager [Signature]

Date 1/12/17
Date 2/3/17
Date _____
Date 2/3/17

REQUEST FOR OFFICE ASSISTANCE

Facilities

FROM: GAIL MOOTZ

Date: 12/16/16

*PRIORITY / DATE NEEDED BY:

☐ Copy Work - Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: _____

Account Number: _____ Project No.: _____

Request for Requisition -

Vendor:

ANZCO, INC

Account Number: 302 - 4210 - 572 - 62 - 01 Project No.: RP1706

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____
Vendor: _____ Cost: _____
Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) - Attached.

☒ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form - Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes - Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions:

OCEANFRONT PARK - RESTROOM REFURBISHMENT

\$ 21,130⁰⁰

Request completed by: [Signature]

Date completed: 12/16/16

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



Anzco Inc.

9671 Carousel Circle South
Boca Raton, FL 33434
Office: 561-488-0822
Fax 561-807-7224
Mobil: 561-699-3602
Email: jzak@anzcoinc.com
CGC 1518065

Date: 12/1/16 revised 12/9/16
Quote: 12116

Project: Oceanfront Park Restroom refurbishment and ADA
6400 N. Ocean Blvd
Ocean Ridge, FL.

Attention: Gail Mootz

Drawings: Sheet 5 and 6 dated 3/2/11 and jobsite visit

Dear Gail,

We propose to furnish supervision, labor, and equipment and materials to perform the following scope of work:

Restroom Refurbishment

1. Replace faucets, sinks, paint interior, resurface epoxy floor, new dispensers, countertops and backsplash

Total costs * **\$19,380.00**

Restroom refurbishment ADA

ADA deficiencies adjustments, repairs, replacements, replace grab bars

Total costs **\$3,820.00**

Water fountain parts and labor (Stainless steel)

~~\$4,900.00~~ NOT AT THIS TIME

Water fountain labor only

~~\$2400.00~~ NOT AT THIS TIME

Pressure wash building

* **\$250.00**

\$ 19,380.00

\$ 3820.00

\$ 250.00

\$ 1500.00

\$ 24,950.00

CIP -
REFURBISHMENT = 6000.00 - Budget

2,1130.00 =

15,130.00 = need funds from ADA

2720.00 transfer from heste

12,410.00

CIP

ADA

\$6000 - budget

3820.00

\$2720.00 - transfer

Paint building



\$1500.00

Process for resurfacing floor

Remove existing toilets

Grind, mechanically prepare and or deep clean existing surface

Install two coats of Res-Tek primer

Install Res-Tek base resin with color quartz

Top coat with Res-Tek 925 and 46 grit for non skid

Items to be furnished by others: temporary toilet facilities for public use

Ocean Ridge permit fee included

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

Sincerely yours,

John B. Zak

Mootz, Gail

From: Mootz, Gail
Sent: Friday, November 18, 2016 8:50 AM
To: 'Michael McTeague'; John Zak (jzak@anzcoinc.com); Talley Walker Jr. (talleywalkerjr@gmail.com)
Subject: UPDATE: Oceanfront refurbishment/ADA

30 days for construction

Gentlemen;

Here are some more specs for the ocean front bathroom refurbishment;

1. Paint the interior of the restroom (Sherwin Williams color: 3029 Ember, it will match the underside of the pavilions on the lower level of the parking lot, south end)
2. Paint existing entrance door (match existing color).
3. Remove and replace the existing countertop and backsplash with Corian Burled Beach (picture below)

BURLED BEACH GALLERY



Corian Burled Beach

4. New undermount sinks not white but should blend with the countertop.
5. New "Self Closing" faucets (max. 20 seconds).
6. Reset the handicap sinks to correct ADA heights.
7. In your quote include the process to re-surface the floor.
8. New ADA Mirrors (with a tilt)
9. Drawings will be sent soon.
10. Quotes are due on Thursday, December 1, 2016.
11. Quotes should be broken down in two line items:
 - a. Restroom Refurbishment
 - b. Restroom Refurbishment ADA

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

Have a great day....
Gail

-6415-N Ocean
Bldg
Ocean Ridge

Line	Floor	Room No. Name	Item No.	Physical Obstacle	ADA Code	Method/ Proposed Correction	Photo
0011	1st	✓ Accessible Route Leading to Accessible Restrooms	0027	Low drinking fountain has a 26.75" (679 mm) knee clearance.	\$602.1	Relocate/rework fountain to provide a 27" (685 mm) min. knee clearance above the finished floor, 30" (762 mm) min. wide and 25" (635 mm) max. deep (2010 ADA Fig. 306.3).	0602, 0603, 0604
0012	1st	✓ Men's Accessible Restrooms	0028	Permanent room identifying signage does not have Braille or raised characters and is mounted on the door leaf.	\$703.4.1	Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1).	0605
			0029	Door has a non-compliant door opening force of 6 lbf.	\$404.2.9	Adjust or replace door closer, maintain door hinges to provide an opening force not to exceed 5 lbf.	0605
			0030	Lavatory has unwrapped bottom sink pipes.	\$606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0606, 0607
			0031	Lavatory is mounted at 34.75" (883 mm) above the finished floor to top of rim.	\$606.3	Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter.	0608
			0032	Lavatory mirror is mounted at 40.5" (1029 mm) above the finished floor to bottom edge of its reflecting surface.	\$603.3	Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface.	0608
			0033	Urinal is mounted at 17.5" (444 mm) above the finished floor to top of rim.	\$605.2	Lower urinal and mount at 17" (431 mm) max. above the finished floor to top of rim. (2010 ADA Fig. 605.2)	0610, 0611
			0034	Urinal is mounted in a 17.25" (438 mm) wide and 28" (711 mm) deep alcove.	\$305.7.1	Rework/ relocate privacy partition to provide a 30" (760 mm) min. wide alcove for a forward approach to object (2010 ADA Fig. 305.7.1).	0610, 0611
			0035	Toilet compartment door does not provide pull handles on both sides of the door near the latch.	\$604.8.1.2	Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor.	0614

Line	Floor	Room No. Name	Item No.	Physical Obstacle	ADA Code	Method/ Proposed Correction	Photo
			0036	Toilet paper dispenser is mounted at a non-compliant location.	§604.7	Install toilet paper dispenser on water closet side wall at 7"-9" (177 mm to 228 mm) in front of the water closet to the centerline of the dispenser and at 15"-48" (381 mm to 1219 mm) above the finished floor to the dispenser outlet (2010 ADA Fig. 604.7)	0615
			0037	Lavatory has partially unwrapped bottom sink pipes.	§606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0624
0015	1st	Women's Accessible Restrooms	0042	Permanent room identifying signage does not have Braille or raised characters and is mounted on the door leaf.	§703.4.1	Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1).	0641
			0043	Lavatory has unwrapped bottom sink pipes.	§606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0642
			0044	Lavatory is mounted at 34.75" (883 mm) above the finished floor to top of rim.	§606.3	Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter.	0643
			0045	Lavatory mirror is mounted at 41" (1041 mm) above the finished floor to bottom edge of its reflecting surface.	§603.3	Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface.	0643
			0046	Water closet is centered at 18.5" (470 mm) from side wall.	§604.2	Relocate water closet and center between 16" and 18" (406 mm - 457 mm) from side wall (2010 ADA Fig. 604.2).	0648
			0047	Lavatory encroaches over maneuvering clearance on the push side of the door.	§404.2.4	Rework partitions and/or fixtures to provide the required 12" (304 mm) min. maneuvering clearance on the push side of the door handle side (2010 ADA Fig. 404.2.4.1).	0650

Line	Floor	Room No. Name	Item No.	Physical Obstacle	ADA Code	Method/ Proposed Correction	Photo
			0048	Toilet compartment door does not provide pull handles on both sides of the door near the latch.	§604.8.1.2	Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor.	0650
			0049	Lavatory has partially unwrapped bottom sink pipes.	§606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0651

McTeague Construction Co., Inc.

POSPOSAL

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

November 30 2016

Attn: Gail Mooyz

Project: Oceanfront Park

- | | | |
|----|--|--------------|
| 1. | The process in which you will resurface the existing floor. | \$ 6,600.00 |
| 2. | Pressure wash the outside of the building | \$ 500.00 |
| 3. | Painting the outside of the building, color to match the existing building | \$ 4,000.00 |
| 4. | building interior | \$ 17,800.00 |

Total	\$	28,900.00
Delete water cooler	\$	-900.00
Total	\$	28,000.00

Michael H McTeague

McTeague Construction Co Inc.

624 S.E. Central Parkway Stuart FL 34994 (772)286-6100 Fax (772)286-7130 E-mail mcteagueconstruct@att.net

12/1/16

Page 1

PROPOSAL

Talley Walker Services Inc.
5208 Palm Way
Lake Worth FL. 33463
561-719-3101

LIC# CGC-060030

To: City of Boynton Beach
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL. 33425
Att: Gail Mootz

SUB: Ocean Front Park Refurbishment

WATER FOUNTAIN:

Relocate/rework existing water fountain to provide a 27" (685 mm) min. knee clearance above the finished floor, 30" (762 mm) min. wide and 25" (635 mm) max. deep (2010 ADA Fig. 306.3). *Option for new water fountain below.*

MENS RESTROOM:

Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1). **\$36.00**

Adjust or replace door closer, maintain door hinges to provide an opening force not to exceed 5 lbf. **\$180.00**

Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at three sinks.

Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter. *This countertop is being replaced with material specified below.*

Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface. *Four mirrors are being replaced with new 18" x 30" stainless rimmed tilt mirrors.* **\$870.00**

Lower urinal and mount at 17" (431 mm) max. above the finished floor to top of rim. (2010 ADA Fig. 605.2). *Opening wall/patching wall if it needs opened, not included.*

Rework/ relocate privacy partition to provide a 30" (760 mm) min. wide alcove for a forward approach to object (2010 ADA Fig. 305.7.1). *This will leave a +/-23" wide opening for urinal to left of this one.* **\$60.00**

Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor. **\$60.00**

Install toilet paper dispenser on water closet side wall at 7"-9" (177 mm to 228 mm) in front of the water closet to the centerline of the dispenser and at 15"-48" (381 mm to 1219 mm) above the finished floor to the dispenser outlet (2010 ADA Fig. 604.7). *Existing new Renown Toilet paper dispenser to be reused.* **\$60.00**

Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at handicap sink.

WOMENS RESTROOM:

Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1). **\$36.00**

Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at three sinks.

- ✓ Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter. *This countertop is being replaced with material specified below.*
- ✓ Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface. *Four mirrors are being replaced with new 18" x 30" stainless rimmed tilt mirrors. \$870.00*
- ✓ Relocate water closet and center between 16" and 18" (406 mm - 457 mm) from side wall (2010 ADA Fig. 604.2).
- ✓ Rework partitions and/or fixtures to provide the required 12" (304 mm) min. maneuvering clearance on the push side of the door handle side (2010 ADA Fig. 404.2.4.1). *No work to partition/partition material next to handicap stall. Stall next to Handicap has 40" of clearance. City of Boynton to provide method of adjusting existing 61.5" opening. Existing material to be reused. New Material not included. Current projects have passed inspection with this same layout. \$180.00*
- ✓ Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor. **\$60.00**
- ✓ Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at handicap sink.

COUNTERTOPS: \$4,080.00

Replace tops with 2CM "SOLARE" Quartz which features a soft beige background, with just slight tonal specks to add dimension, depth and character. Front and one side edge to be built up 1-1/2 to 2" thick. Backsplash included and one side splash included. New countertops will receive six under mount biscuit sinks along with six new manual push, self closing faucets. *Corian is a surface that scratches very easily and requires maintenance. Quartz is a non-porous material that is much more durable and no maintenance is required.*

PAINTING: \$4,200.00

Repaint walls, ceilings, and rafters with two coats of water based pre-catalyzed semi-gloss epoxy. Prep & repaint existing entry doors and door frames with DTM semi-gloss. All paint from Sherwin Williams.

PLUMBER: \$8,460.00

Remove all toilets and cap sewer lines. Reset all toilets after flooring, supply six new sinks for countertops along with six new faucets, adjust one urinal, Open concrete floor and move waste line (offset flange will not be used) for one toilet, patch concrete. Rework one water fountain. Wrap all pipes to protect from contact.

FLOORING: \$7,092.00

Grind top surface of existing floor, clean and prep for new material. Apply Neogard System over top of existing floors and existing base. Primer, top coat and anti slip texture coat will be applied. All floor mounted plumbing fixtures will be reset after flooring is complete.

SUPERVISION & PERMITTING: \$1,200.00

TWS will supervise all subcontractors during their scopes of work. TWS will handle all necessary paperwork for permitting process.

NOTE:

1. All work during normal business hours.
2. Existing new Renown dispensers in both bathrooms to be remounted as needed.
3. Existing fixtures are grouted and caulked to existing surfaces which proposes a risk of damage during removal process. TWS will take all precautions when removing existing fixtures that are to be replaced, but TWS will not be held responsible for damage to existing fixtures if it occurs.
4. City to allow us to store plumbing fixtures if needed in maintenance building while floor is being resurfaced.
5. TWS will charge as an extra for any parts needed due to reusing existing fixtures. TWS does not warranty any reused fixtures.
6. TWS will pull necessary permits through GC license but City of Boynton will supply any documents/drawings required along with paying any permit cost. Permit cost have not been included.
7. Port-o-lets handled by City of Boynton.

\$27,444.00 Total Job for Work Described above.

\$1,080.00 Option to Provide one new ADA Hi/Low Water Fountain. (Not included in \$27,444.00)

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170762
DATE: 02/03/17

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

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

REQUISITION NO. 68124	ORDERING DEPARTMENT: FACILITIES/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	3820.00 DL	ANZCO PROPOSE TO FURNISH SUPERVISION, LABOR, EQUIPMENT, AND MATERIALS TO PERFORM THE FOLLOWING SCOPE OF WORK. RESTROOM REFURBISHMENT *REPLACE FAUCETS, SINKS, PAINT INTERIOR, RESURFACE EPOXY FLOOR, NEW DISPENSERS, COUNTER TOPS AND BACKS PLASH. *RESTROOM REFURBISHMENT ADA *ADA DEFICIENCIES ADJUSTMENT, REPAIRS, REPLACEMENTS, REPLACE GRAB BARS	1.0000	3820.00

REMARKS:
OCEANFRONT PARK ADA REFURBISHMENT
QUOTE #12116

PROCUREMENT SERVICES:	<i>John 2/3/17</i>	P.O. TOTAL: 3820.00
ACCOUNT NO. 302-4210-572.62-03	PROJECT RP1706	

REQUISITION BY: FACILITIES/GJ
SHIP TO LOCATION: PUBLIC WORKS

PURCHASE REQUISITION NBR: 0000068124
STATUS: DEPT APPROVAL
REASON: OCEAN FRONT ADA REFURBISHMENT
SUGGESTED VENDOR: 14283 ANZCO, INC.

DATE: 1/11/17
DELIVER BY DATE: 1/12/17

LINE
NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST

VENDOR PART NUMBER

1 ANZCO PROPOSE TO FURNISH SUPERVISION, LABOR,
EQUIPMENT, AND MATERIALS TO PERFORM THE FOLLOWING
SCOPE OF WORK. RESTROOM REFURBISHMENT *REPLACE
Faucets, SINKS, PAINT INTERIOR, RESURFACE EPOXY
FLOOR, NEW DISPENSERS, COUNTER TOPS AND BACKS
*RESTROOM REFURBISHMENT ADA
*ADA DEFICIENCIES ADJUSTMENT, REPAIRS,
REPLACEMENTS, REPLACE GRAB BARS
COMMODITY: BUILDING MAINTENANCE
SUBCOMMOD: REMODELING AND ALTERATION

3820.00 DL 1.0000 3820.00

REQUISITION TOTAL: 3820.00

REQUISITION QUOTES
SELECTED VENDOR: 3820.0000
28000.0000
27444.0000

VENDOR NAME
14283 ANZCO, INC.
14742 MCTEAGUE CONSTRUCTION CO.
10833 TALLEY WALKER SERVICES, INC.

ACCOUNT INFORMATION

LINE # ACCOUNT
1 30242105726203

BUILDINGS
AMERICAN DISABILITIES ACT

PROJECT
RP1706
Oceanfront-Refurbish Rest

AMOUNT
3820.00

3820.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Reg. 68124 - \$3820.00

Reg. 68126 - \$21130.00

Total = \$ 24950.00

2/6/17
2/3/17
2-2-17



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

Date: 11/16/16

Requesting Department: Public Work / FACILITIES Contact Person: GAIL MOOTZ

Explanation for Purchase:

Reg. 68120 OCEAN FRONT PARK - RESTROOM REFURBISHMENT - \$21,130.00
Reg. 68124 Ocean Front Park - ADA Refurbishment - \$3,820.00

Recommended Vendor ANZCO, INC

Dollar Amount of Purchase \$24,950.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

CIP: 302-4210-572-62.01 RP1706 - Reg # 68126
302-4210-572-62-03 RP1706 - Reg # 68124

Approvals:

Department Head

Date 1/12/17

Purchasing Agent

Date 2/3/17

Asst City Manager

Date _____

City Manager

Date 2/3/17

REQUEST FOR OFFICE ASSISTANCE

Facilities

FROM: Gau Muz

Date: 12/16/16

*PRIORITY / DATE NEEDED BY:

☐ Copy Work - Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached

Vendor or Person to be reimbursed: _____

Account Number: _____ Project No.: _____

Request for Requisition

Vendor:

ANZCO, INC

Account Number: 302 - 4210 - 572 - 62 - 03 Project No.: RP1706

List Items w/Quantities & Unit Costs on the back of this request.

☐ Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____
Vendor: _____ Cost: _____
Vendor: _____ Cost: _____

☐ Written Quotes (\$2,000 to \$9,999.99) - Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form - Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes - Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions:

Ocean front ADA refurbishment \$3820.00

Request completed by: _____

Date completed: 12/16/16

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



Anzco Inc.

9671 Carousel Circle South
Boca Raton, FL 33434
Office: 561-488-0822
Fax 561-807-7224
Mobil: 561-699-3602
Email: jzak@anzcoinc.com
CGC 1518065

Date: 12/1/16 revised 12/9/16
Quote: 12116

Project: Oceanfront Park Restroom refurbishment and ADA
6400 N. Ocean Blvd
Ocean Ridge, Fl.

Attention: Gail Mootz

Drawings: Sheet 5 and 6 dated 3/2/11 and jobsite visit

Dear Gail,

We propose to furnish supervision, labor, and equipment and materials to perform the following scope of work:

Restroom Refurbishment

1. Replace faucets, sinks, paint interior, resurface epoxy floor, new dispensers, countertops and backsplash

Total costs **\$19,380.00**

Restroom refurbishment ADA

ADA deficiencies adjustments, repairs, replacements, replace grab bars

Total costs **\$3,820.00**

Water fountain parts and labor (Stainless steel)

~~\$4,900.00~~ NOT AT THIS TIME

Water fountain labor only

~~\$2400.00~~ NOT AT THIS TIME

Pressure wash building

\$250.00

\$ 19,380.00

* 3820.00

250.00

1500.00

\$ 24,950.00

CIP-
REFURBISHMENT = \$6000.00 - Budget

2,1130.00 =

15,130.00 =

2720.00

12,410.00

\$6000.00 - budget

3820.00

\$2720.00 - transfer

need funds
from ADA
transfer from hester

Paint building

\$1500.00

Process for resurfacing floor

Remove existing toilets

Grind, mechanically prepare and or deep clean existing surface

Install two coats of Res-Tek primer

Install Res-Tek base resin with color quartz

Top coat with Res-Tek 925 and 46 grit for non skid

Items to be furnished by others: temporary toilet facilities for public use

Ocean Ridge permit fee included

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

Sincerely yours,

John B. Zak

Mootz, Gail

From: Mootz, Gail
Sent: Friday, November 18, 2016 8:50 AM
To: 'Michael McTeague'; John Zak (jzak@anzcoinc.com); Talley Walker Jr. (talleywalkerjr@gmail.com)
Subject: UPDATE: Oceanfront refurbishment/ADA

30 days for construction

Gentlemen;

Here are some more specs for the ocean front bathroom refurbishment;

1. Paint the interior of the restroom (Sherwin Williams color: 3029 Ember, it will match the underside of the pavilions on the lower level of the parking lot, south end)
2. Paint existing entrance door (match existing color).
3. Remove and replace the existing countertop and backsplash with Corian Burled Beach (picture below)

BURLED BEACH GALLERY



CORIAN BURLED BEACH

4. New undermount sinks not white but should blend with the countertop.
5. New "Self Closing" faucets (max. 20 seconds).
6. Reset the handicap sinks to correct ADA heights.
7. In your quote include the process to re-surface the floor.
8. New ADA Mirrors (with a tilt)
9. Drawings will be sent soon.
10. Quotes are due on Thursday, December 1, 2016.
11. Quotes should be broken down in two line items:
 - a. Restroom Refurbishment
 - b. Restroom Refurbishment ADA

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

Have a great day....
Gail

Accessibility Assessment Report

Line	Floor	Room No. Name	Item No.	Physical Obstacle	ADA Code	Method/ Proposed Correction	Photo
0011	1st	Accessible Route Leading to Accessible Restrooms	0027	Low drinking fountain has a 26.75" (679 mm) knee clearance.	\$602.1	Relocate/rework fountain to provide a 27" (685 mm) min. knee clearance above the finished floor, 30" (762 mm) min. wide and 25" (635 mm) max. deep (2010 ADA Fig. 306.3).	0602, 0603, 0604
0012	1st	Men's Accessible Restrooms	0028	Permanent room identifying signage does not have Braille or raised characters and is mounted on the door leaf.	\$703.4.1	Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1).	0605
			0029	Door has a non-compliant door opening force of 6 lbf.	\$404.2.9	Adjust or replace door closer, maintain door hinges to provide an opening force not to exceed 5 lbf.	0605
			0030	Lavatory has unwrapped bottom sink pipes.	\$606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0606, 0607
			0031	Lavatory is mounted at 34.75" (883 mm) above the finished floor to top of rim.	\$606.3	Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter.	0608
			0032	Lavatory mirror is mounted at 40.5" (1029 mm) above the finished floor to bottom edge of its reflecting surface.	\$603.3	Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface.	0608
			0033	Urinal is mounted at 17.5" (444 mm) above the finished floor to top of rim.	\$605.2	Lower urinal and mount at 17" (431 mm) max. above the finished floor to top of rim. (2010 ADA Fig. 605.2)	0610, 0611
			0034	Urinal is mounted in a 17.25" (438 mm) wide and 28" (711 mm) deep alcove.	\$305.7.1	Rework/ relocate privacy partition to provide a 30" (760 mm) min. wide alcove for a forward approach to object (2010 ADA Fig. 305.7.1).	0610, 0611
			0035	Toilet compartment door does not provide pull handles on both sides of the door near the latch.	\$604.8.1.2	Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor.	0614

-6415-N ocean
Bldg
Ocean Ridge

Line	Floor	Room No. Name	Item No.	Physical Obstacle	ADA Code	Method/ Proposed Correction	Photo
			0036	Toilet paper dispenser is mounted at a non-compliant location.	\$604.7	Install toilet paper dispenser on water closet side wall at 7"-9" (177 mm to 228 mm) in front of the water closet to the centerline of the dispenser and at 15"-48" (381 mm to 1219 mm) above the finished floor to the dispenser outlet (2010 ADA Fig. 604.7)	0615
			0037	Lavatory has partially unwrapped bottom sink pipes.	\$606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0624
0015	1st	Women's Accessible Restrooms	0042	Permanent room identifying signage does not have Braille or raised characters and is mounted on the door leaf.	\$703.4.1	Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1).	0641
			0043	Lavatory has unwrapped bottom sink pipes.	\$606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0642
			0044	Lavatory is mounted at 34.75" (883 mm) above the finished floor to top of rim.	\$606.3	Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter.	0643
			0045	Lavatory mirror is mounted at 41" (1041 mm) above the finished floor to bottom edge of its reflecting surface.	\$603.3	Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface.	0643
			0046	Water closet is centered at 18.5" (470 mm) from side wall.	\$604.2	Relocate water closet and center between 16" and 18" (406 mm - 457 mm) from side wall (2010 ADA Fig. 604.2).	0648
			0047	Lavatory encroaches over maneuvering clearance on the push side of the door.	\$404.2.4	Rework partitions and/or fixtures to provide the required 12" (304 mm) min. maneuvering clearance on the push side of the door handle side (2010 ADA Fig. 404.2.4.1).	0650

Accessibility Assessment Report

Line	Floor	Room No. Name	Item No.	Physical Obstacle	ADA Code	Method/ Proposed Correction	Photo
			0048	Toilet compartment door does not provide pull handles on both sides of the door near the latch.	\$604.8.1.2	Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor.	0650
			0049	Lavatory has partially unwrapped bottom sink pipes.	\$606.5	Cover (insulate) lavatory bottom supply and drain pipes or reconfigure to protect against contact.	0651

McTeague Construction Co., Inc.

POSPOSAL

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

November 30 2016

Attn: Gail Mooyz

Project: Oceanfront Park

- | | | |
|----|--|--------------|
| 1. | The process in which you will resurface the existing floor. | \$ 6,600.00 |
| 2. | Pressure wash the outside of the building | \$ 500.00 |
| 3. | Painting the outside of the building, color to match the existing building | \$ 4,000.00 |
| 4. | building interior | \$ 17,800.00 |

Total	\$ 28,900.00
Delete water cooler	\$ -900.00
Total	\$ 28,000.00

Michael H McTeague

McTeague Construction Co Inc.

624 S.E. Central Parkway Stuart FL 34994 (772)286-6100 Fax (772)286-7130 E-mail mcteagueconstruct@att.net

12/1/16

Page 1

PROPOSAL

Talley Walker Services Inc.
5208 Palm Way
Lake Worth FL. 33463
561-719-3101

LIC# CGC-060030

To: City of Boynton Beach
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL. 33425
Att: Gail Mootz

SUB: Ocean Front Park Refurbishment

WATER FOUNTAIN:

Relocate/rework existing water fountain to provide a 27" (685 mm) min. knee clearance above the finished floor, 30" (762 mm) min. wide and 25" (635 mm) max. deep (2010 ADA Fig. 306.3). *Option for new water fountain below.*

MENS RESTROOM:

Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1). **\$36.00**

Adjust or replace door closer, maintain door hinges to provide an opening force not to exceed 5 lbf. **\$180.00**

Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at three sinks.

Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter. *This countertop is being replaced with material specified below.*

Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface. *Four mirrors are being replaced with new 18" x 30" stainless rimmed tilt mirrors.* **\$870.00**

Lower urinal and mount at 17" (431 mm) max. above the finished floor to top of rim. (2010 ADA Fig. 605.2). *Opening wall/patching wall if it needs opened, not included.*

Rework/ relocate privacy partition to provide a 30" (760 mm) min. wide alcove for a forward approach to object (2010 ADA Fig. 305.7.1). *This will leave a +23" wide opening for urinal to left of this one.* **\$60.00**

Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor. **\$60.00**

Install toilet paper dispenser on water closet side wall at 7"-9" (177 mm to 228 mm) in front of the water closet to the centerline of the dispenser and at 15"-48" (381 mm to 1219 mm) above the finished floor to the dispenser outlet (2010 ADA Fig. 604.7). *Existing new Renown Toilet paper dispenser to be reused.* **\$60.00**

Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at handicap sink.

WOMENS RESTROOM:

Provide signage on latch side with raised characters and grade 2 Braille, mounted at 48 inches min. measured from the baseline of the lowest tactile character and 60 inches max. from the baseline of the highest tactile character (2010 ADA Fig. 703.4.1). **\$36.00**

Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at three sinks.

- ✓ Relocate lavatory at 34" (863 mm) max. above the finished floor to front end of rim or counter. *This countertop is being replaced with material specified below.*
- ✓ Lower lavatory mirror to 40" (1016 mm) max. above the finished floor to bottom edge of its reflecting surface. *Four mirrors are being replaced with new 18" x 30" stainless rimmed tilt mirrors. \$870.00*
- ✓ Relocate water closet and center between 16" and 18" (406 mm - 457 mm) from side wall (2010 ADA Fig. 604.2).
- ✓ Rework partitions and/or fixtures to provide the required 12" (304 mm) min. maneuvering clearance on the push side of the door handle side (2010 ADA Fig. 404.2.4.1). *No work to partition/partition material next to handicap stall. Stall next to Handicap has 40" of clearance. City of Boynton to provide method of adjusting existing 61.5" opening. Existing material to be reused. New Material not included. Current projects have passed inspection with this same layout. \$180.00*
- ✓ Provided pull handles on both sides of the door near the latch and center door opening hardware between 34" and 48" (863 mm - 1219 mm) above the finished floor. **\$60.00**
- ✓ Cover (insulate) lavatory bottom supply and drain pipes to protect against contact at handicap sink.

COUNTERTOPS: \$4,080.00

Replace tops with 2CM "SOLARE" Quartz which features a soft beige background, with just slight tonal specks to add dimension, depth and character. Front and one side edge to be built up 1-1/2 to 2" thick. Backsplash included and one side splash included. New countertops will receive six under mount biscuit sinks along with six new manual push, self closing faucets. *Corian is a surface that scratches very easily and requires maintenance. Quartz is a non-porous material that is much more durable and no maintenance is required.*

PAINTING: \$4,200.00

Repaint walls, ceilings, and rafters with two coats of water based pre-catalyzed semi-gloss epoxy. Prep & repaint existing entry doors and door frames with DTM semi-gloss. All paint from Sherwin Williams.

PLUMBER: \$8,460.00

Remove all toilets and cap sewer lines. Reset all toilets after flooring, supply six new sinks for countertops along with six new faucets, adjust one urinal, Open concrete floor and move waste line (offset flange will not be used) for one toilet, patch concrete. Rework one water fountain. Wrap all pipes to protect from contact.

FLOORING: \$7,092.00

Grind top surface of existing floor, clean and prep for new material. Apply Neogard System over top of existing floors and existing base. Primer, top coat and anti slip texture coat will be applied. All floor mounted plumbing fixtures will be reset after flooring is complete.

SUPERVISION & PERMITTING: \$1,200.00

TWS will supervise all subcontractors during their scopes of work. TWS will handle all necessary paperwork for permitting process.

NOTE:

1. All work during normal business hours.
2. Existing new Renown dispensers in both bathrooms to be remounted as needed.
3. Existing fixtures are grouted and caulked to existing surfaces which proposes a risk of damage during removal process. TWS will take all precautions when removing existing fixtures that are to be replaced, but TWS will not be held responsible for damage to existing fixtures if it occurs.
4. City to allow us to store plumbing fixtures if needed in maintenance building while floor is being resurfaced.
5. TWS will charge as an extra for any parts needed due to reusing existing fixtures. TWS does not warranty any reused fixtures.
6. TWS will pull necessary permits through GC license but City of Boynton will supply any documents/drawings required along with paying any permit cost. Permit cost have not been included.
7. Port-o-lets handled by City of Boynton.

\$27,444.00 Total Job for Work Described above.

\$1,080.00 Option to Provide one new ADA Hi/Low Water Fountain. (Not included in \$27,444.00)

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170772
DATE: 02/08/17

VENDOR 11133


TO: C4 RENTS INC
440 L TALL PINES ROAD
WEST PALM BEACH, FL 33413

SHIP TO:
City of Boynton Beach
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33425

REQUISITION NO. 68330	ORDERING DEPARTMENT: DEBBY COLES-DOBAY		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	13994.00	DL	TENT RENTAL FOR KINETIC ART EVENT	1.0000	13994.00

REMARKS:
CONFIRMING PURCHASE ORDER
INVOICE #6526
TENT RENTAL FOR KINETIC ART EVENT

PROCUREMENT SERVICES:		P.O. TOTAL: 13994.00
ACCOUNT NO. 151-2611-579.49-17	PROJECT SE1710	

PURCHASE REQUISITION NBR: 0000068330
 STATUS: DEPT APPROVAL
 REASON: TENT RENTAL FOR KINETIC ART EVENT
 SUGGESTED VENDOR: 11133 C4 RENTS INC
 DATE: 2/07/17
 DELIVER BY DATE: 2/07/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TENT RENTAL FOR KINETIC ART EVENT COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMM: TENTS, TARP AULINS & SUPPLY	13994.00	DL	1.0000	13994.00	
REQUISITION TOTAL:					13994.00	

REQUISITION QUOTES	
VENDOR NAME	11133 C4 RENTS INC
	SUNSHINE TENTS
	CLASSIC EVENT & TENT RENTALS

ACCOUNT INFORMATION		
LINE #	ACCOUNT	PROJECT
1	15126115794917	SE1710
	OTHER CURRENT CHGS	2017 KINETIC ART SYMPOSIUM
	OTHER CONTRACTUAL SRVS	
		100.00
		AMOUNT
		13994.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Kinetic Art Event - February 3 to 5, 2017. Tent rental.
 Confirming Purchase Order
 Invoice #6526

APPROVALS
 City Manager [Signature] Date 2/6/17
 Finance Dept. [Signature] Date 2/6/17
 Manager [Signature] Date 2/6/17
 Date



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

Date: 2/8/17

Requesting Department: Public Arts

Contact Person: Debby Coles-Dobay

Explanation for Purchase:

Tent rental for Kinetic Art Event on February 3rd through February 5th.

Recommended Vendor

C4 Rents Inc

Dollar Amount of Purchase

\$13,994.00

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

151-2611-579-49-17

Approvals:

Department Head

Debby Coles-Dobay

Date

2-8-17

Purchasing Agent

[Signature]

Date

2/8/17

Asst City Manager

[Signature]

Date

2/8/17

City Manager

[Signature]

Date

2/8/17

Subject: Kinetic Art exhibition tent estimated request

For: The City of Boynton Beach Art in Public Places

Debby Coles-Dobay, Public Arts Manager
City Manager's Office, Art in Public Places
City of Boynton Beach

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

o: 561-742-6026 | c: 561-632-7992

Coles-DobayD@bbfl.us | www.boynton-beach.org |

www.boyntonbeacharts.org

Estimate requested deadline date: Mon., Jan. 9 at 5pm

Event Dates: Feb. 3- 5, 2017

Tent set up deadline date: Tues., Jan. 30

Tent break down date: Mon., Feb. 6

Tent location: Paved parking lot on the NE corner of Seacrest Blvd. and E. Ocean Ave. Approximate physical address 123 E. Ocean Ave., Boynton Beach, FL 33435

Tent specs:

- 30'x60' White frame tent no windows and 20' x 8' white sidewalls with tent peak at approximately 16' high.
- Set of double doors at each end that can be locked.
- 30' x 60' tent flooring no higher than 30" (typical black flooring at 6-12" high)
- Provide custom outlets along perimeter of tent spaced at 8 foot intervals
- 2 - 10'x10' White tents with 3 walls at entrance and exit of tent with black tent flooring 10'x10' w/ramps for handicap (see ADA) compliance document attached.
- Delivery/pick up service

AC and Heating

- A/C w/generator 8hrs use (2-20amp circuits available for any use)

C4 RENTS, INC.

440 L Tall Pines Road
W.P.B., FL 33413

Phone # 561-478-2525

Fax # 561-478-2536

E-mail c4rents@comcast.net

Invoice

Date	Invoice #
2/7/2017	6526-4

Bill To
City of Boynton Beach 100 E.Boynton Beach Blvd. Boynton Beach, Fl 33435 Debby Coles-Dobay

Ship To
Empty Parking Lot NE corner of E.Ocean & Seacrest

P.O. No.	Terms	Rep	Ship Date	Via	Return Date	Project
	Due on receipt	CM	1/31/2017	C4 Rents	2/7/2017	
Quantity	Item	Description	Amount Each	Amount		
1	30x60	30'x60' White tent 8'tall @perimeter	990.00	990.00		
1	tntlit	16'tall @ peak				
1	tntlit	Clear tent lights	300.00	300.00		
2	dbldr	Set of double doors	450.00	900.00		
11	20x8wh	20'x8' White sidewall	30.00	330.00		
1	tntflr	Tent Flooring 30'x60'x6"	2,400.00	2,400.00		
1	ac/gen	A/C W/generator	2,300.00	2,300.00		
1	fuel	Fuel 18hrs	300.00	300.00		
1	ac/gen	Sub panel w/distribution box	895.00	895.00		
2	10x10	10'x10' White Tent	105.00	210.00		
2	tntlit	Clear tent lights	45.00	90.00		
2	tntflr	Tent Flooring 10'x10'x6" w/handicap ramping	140.00	280.00		
16	latpan	Lattice panels	20.00	320.00		
2	tntprmt	Tent Permit/ Inspection date 02-01-17	200.00	400.00		
10	tntlit	Uplights	15.00	150.00		
5	clplght	Clip Light	10.00	50.00		
5	8'tbl	8' Banquet table	8.25	41.25		
5	90x156	90x156 Tablecloth black	18.00	90.00		
12	2'x2'sqbx	2'x2' Square box	15.00	180.00		
		Food court				

Subtotal
Sales Tax (7.0%)
Total
Payments/Credits
Balance Due

C4 RENTS, INC.

440 L Tall Pines Road

W.P.B., FL 33413

Phone # 561-478-2525

Fax # 561-478-2536

E-mail c4rents@comcast.net

Invoice

Date	Invoice #
2/7/2017	6526-4

Bill To

City of Boynton Beach
100 E.Boynton Beach Blvd.
Boynton Beach, FL 33435
Debby Coles-Dobay

Ship To

Empty Parking Lot
NE corner of E.Ocean & Seacrest

P.O. No.	Terms	Rep	Ship Date	Via	Return Date	Project
	Due on receipt	CM	1/31/2017	C4 Rents	2/7/2017	
Quantity	Item	Description	Amount Each	Amount		
8	10x10	10'x10' White Tent	105.00	840.00		
17	8'tbl	8' Banquet table	8.25	140.25		
32	10'tc	60"x120" Banquet tablecloth black	11.00	352.00		
84	whcon	White contour chair	1.50	126.00		
		Amphitheater				
25	whcon	White contour chair	1.50	37.50		
10	span	Spandex black	11.00	110.00		
		Greenspace				
1	10x10	10'x10' White Tent	105.00	105.00		
6	6'tbl	6' Banquet table	8.00	48.00		
1	del	Delivery/pick up service	80.00	80.00		
1	20x40	20'x40' White tent	440.00	440.00		
12	bench	8' bench	10.00	120.00		
30	ctrk	Cable covers	15.00	450.00		
1	lbr	Labor table and chair set up & knockdown	100.00	100.00		
3	3x10pktfn	3'x10' Picket fence	15.00	45.00		
26	100'extcd	100' Extension cord	9.00	234.00		
2	tntlit	Lighted exit sign	20.00	40.00		
1	hanrmp	Handicap ramp	500.00	500.00		

Prices are for 1 day rentals unless otherwise specified. Prices do not include set up, breakdown, delivery, pick-up, or handling fees. Prices are for time out whether used or not. Delivery charges are for items delivered to and from location and do not include set up/breakdown of items. All items are to be packed in their respective containers, chairs stacked, table legs folded, etc. All rental items are to be together, secure, and protected from the elements as received.

Clean up: It is the responsibility of the customer to rinse all china, glassware, flatware, etc. Linens should be refuge free and dry to prevent mildew and/or staining.

Subtotal	\$13,994.00
Sales Tax (7.0%)	\$0.00
Total	\$13,994.00
Payments/Credits	\$0.00
Balance Due	\$13,994.00

Sunshine Tents & Event Rentals

2322 SW 58th Terrace
Hollywood, FL 33023
Tel: 954-374-0169
Fax: 954-367-0840

Estimate

Date	Estimate #
2/3/2017	5681

Name / Address
City of Boyton Beach Debby Coles-Dobay o:-561-742-6026 c: 561-632-7992

Ship To
123 E. Ocean Ave., Boynton Beach, FL 33435 Paved parking lot on the NE corner of Seacrest Blvd. and E. Ocean Ave.

PRICE QUOTE ONLY - NO ITEMS RESERVED

Delivery Date	Terms	Rep	Strike Date	Event Date
Jan. 30 Tues.	Net 30	KR.	Feb. 6 Mon.	Feb.3-5

Description	Qty	Rate	Total
30'x60' White frame tent no windows and 20' x 8' white sidewalls with tent peak at approximately 16' high.	1	900.00	900.00T
Solid Side Walls w/setup	180	1.50	270.00T
Double French Doors w/setup	2	250.00	500.00T
30' x 60' tent flooring no higher than 30" (typical black flooring at 6-12" high)	1,800	2.00	3,600.00T
Provide custom outlets along perimeter of tent spaced at 8 foot intervals			
10'x10' White tents with 3 walls at entrance and exit of tent with black tent flooring 10'x10' w/ramps for handicap	2	100.00	200.00T
A/C w/generator 8hrs use (2-20amp circuits available for any use)	1,800	2.00	3,600.00T
Fuel additional 18hrs either/or Fuel additional 24hrs			
Generator to have white fencing around and enclose area to keep visitors from entering generator and electric area that serves the tent power)			
24 Hour additional Fuel		750.00	750.00T
If needed for cold weather patio heaters			
Spot lights that can be attached along tent frame poles and light artwork	12	35.00	420.00T
Light Tower Lighting for front entryway check in location.		350.00	350.00T
8 FT Banquet Table (seats 8-10)		8.00	8.00T
90x156 Solid Polyester Linen (Black)		14.00	14.00T
Linens should be refuse free/dried to prevent stain/mildew			
2' x 2' x 2' Square box pedestals to display art	12	150.00	1,800.00T
TBD Permit Fee - Client is responsible for any permit fees such as but not limited to permit runner service, application fees. Client understands that as Sunshine Tents & Event Rentals may pay for these fees at time of service and bill to client		1,000.00	1,000.00
		Subtotal	
		Sales Tax (0.0%)	
		Total	

Sunshine Tents & Event Rentals

2322 SW 58th Terrace
Hollywood, FL 33023
Tel: 954-374-0169
Fax: 954-367-0840

Estimate

Date	Estimate #
2/3/2017	5681

Name / Address
City of Boyton Beach Debby Coles-Dobay o:-561-742-6026 c: 561-632-7992

Ship To
123 E. Ocean Ave., Boynton Beach, FL 33435 Paved parking lot on the NE corner of Seacrest Blvd. and E. Ocean Ave.

PRICE QUOTE ONLY - NO ITEMS RESERVED

Delivery Date	Terms	Rep	Strike Date	Event Date
Jan. 30 Tues.	Net 30	KR.	Feb. 6 Mon.	Feb.3-5

Description	Qty	Rate	Total
10 x 10 Canopy Tents with no sides	6	75.00	450.00T
8 FT Banquet Table (seats 8-10)	8	8.00	64.00T
90x156 Solid Polyester Linen BLACK	8	14.00	112.00T
Linens should be refuse free/dried to prevent stain/mildew			
White Plastic Folding Chairs	64	1.50	96.00T
120" Solid Polyester Linen (Black) For high top tables	12	12.00	144.00T
Linens should be refuse free/dried to prevent stain/mildew			
Delivery and Pickup Service	1	150.00	150.00T
Chairs and tables setup is not included unless it is specified on the invoice.			
Please note that our delivery rates are based on a first floor delivery within 50 feet of where the truck will be parked. Please reply to this e-mail or call the office if your delivery has any of the following characteristic: Delivery to a second floor or higher; Delivery to more than 50 feet away from where the truck will be parked; Delivery must be finished before a specific time *****When the driver arrives, the client should know where the products will be dropped off. Waiting time for driver must not exceed 10 minutes*****			

		Subtotal	\$14,428.00
ESTIMATES ARE NOT INVOICES, PLEASE CONTACT OUR OFFICE IF YOU WOULD LIKE TO RESERVE/CONFIRM THIS ESTIMATE		Sales Tax (0.0%)	\$0.00
		Total	\$14,428.00



CP OpCo LLC dba Classic Party Rentals
2009 NW 25TH AVE, POMPANO BEACH FL 33069
PH: 954.971.8484 | WWW.CLASSICPARTYRENTALS.COM

QUOTE

Page: 1 of 2

EVENT_2044348

Order 0002044348-18
Date 01-16-2017
Customer 615458
Printed by DFIELDS

B I L L T O	THE CITY OF BOYNTON BEACH ART IN PUBLIC PLACES ATTN: DEBBY COLES-DOBAY 100 E. BOYNTON BLVD BOYNTON BEACH, FL 33435 DIR: . EMAIL: COLES-DOBAYD@BBFL.US	S H I P T O	BOYNTON 123 E. OCEAN AVE BOYNTON BEACH, FL 33435
		P I C K U P	SAME AS SHIP TO ADDRESS

Day	Date	Time	PO#:	Ordered by: DEBBY
Install: MON	01/30/2017	09:00 AM TO 05:00 PM	Order Descr: 2017 KINETIC ART	# of Guests:
Event: FRI	02/03/2017	12:00 AM TO 11:59 AM	Referred by :	Salesperson: DENISE FIELDS
Pick-Up: MON	02/06/2017	09:00 AM TO 05:00 PM	Telephone# :	Entered by: DFIELDS
				Terms: C.O.D

DELIVERY:DELIVER TO PAVED PARKING LOT ON NE CORNER OF SEACREST BLVD

Quantity	Return	Description	Unit Price	Total
1		TENT, 30'X60'X7.5' FIESTA WHITE	\$1,090.00	\$1,090.00
12		(AZT) SIDEWALL 8' H X 20' W U/W	\$47.25	\$567.00
12		WATER BARREL 55 GALLON	\$25.00	\$300.00
2		CANOPY DOUBLE FRENCH DOORS	\$695.00	\$1,390.00
10		LIGHT, PAR 38 BLACK W/CLAMP	\$33.25	\$332.50
		30 X 60 FLOORING		
113		STAGE, BILJAX PANEL 4' X 4'	\$37.25	\$4,209.25
1,800		ASTROTURF, PER SQ. FT. BLACK	\$1.10	\$1,980.00
1,800		ITEM DISCOUNT FOR ASTROTURF, PER SQ. FT. BLACK	-\$1.10	-\$180.00
		ENTRANCE/EXIT TENTS		
2		TENT, 10'X10'X8' ECONOMY FRAME	\$125.00	\$250.00
8		CEMENT WEIGHTS, 50 POUND	\$8.60	\$68.80
6		(AZT) SIDEWALL 8' H X 10' W WHITE	\$34.50	\$207.00
		FLOORING FOR 10 X 10 TENTS		
13		STAGE, BILJAX PANEL 4' X 4'	\$37.25	\$484.25
200		ASTROTURF, PER SQ. FT. BLACK	\$1.10	\$220.00
200		ITEM DISCOUNT FOR ASTROTURF, PER SQ. FT. BLACK	-\$1.10	-\$20.00
1		STAGE, BILJAX RAMP 4' X 4'	\$144.00	\$144.00
		TABLES		
8		TABLE, 8' X 30" BANQUET	\$9.08	\$72.64
		SET UP & TAKE DOWN OF TABLES & CHAIRS NOT INCLUDED		
		TABLES MADE OF PLYWOOD DO NOT LEAVE IN RAIN		
12		TABLE, 30" X 42" SQUARE PEDESTAL ALUMINUM	\$30.75	\$369.00

QUOTE #: 0002044348 Cust. #: 615458 DFIELDS 01/16/2017 01:49 PM
ORIGINAL COPY



QUOTE

Page: 2 of 2

EVENT_2044348

CP OpCo LLC dba Classic Party Rentals
2009 NW 25TH AVE, POMPANO BEACH FL 33069
PH: 954.971.8484 | WWW.CLASSICPARTYRENTALS.COM

Order 0002044348-18
Date 01-16-2017
Customer 615458
Printed by DFIELDS

Quantity	Return	Description	Unit Price	Total
		CHAIRS		
64		CHAIR, RESIN FOLDING BLACK	\$3.80	\$243.20
64		ITEM DISCOUNT FOR CHAIR, RESIN FOLDING BLACK	-\$1.80	-\$115.20
8		LINEN, POLY BLACK 90" X 156" (SC)	\$17.50	\$140.00
		EXTRA TENTS		
6		TENT, 10'X10'X8' HI PEAK ECONOMY U/W	\$140.00	\$840.00
24		CEMENT WEIGHTS, 50 POUND	\$8.60	\$206.40
1		INVENTORY PROTECTION PLAN CREDIT	-\$16.80	-\$16.80
1		GENERATOR, A/C RENTAL	\$3,510.00	\$3,510.00
1		DELIVERY/PICK-UP CHARGE	\$85.00	\$85.00
1		FUEL SURCHARGE	\$20.00	\$20.00
1		INVENTORY PROTECTION PLAN	\$16.80	\$16.80

RENTAL TOTAL:	16,624.04
SALES TOTAL:	.00
MISC. TOTAL:	105.00
STD.DISCOUNT (20.00 %):	-2,576.77
OTHER DISCOUNTS:	-315.20
TAX TOTAL:	871.86
INVOICE TOTAL:	14,708.93
PAYMENTS / CREDITS:	.00
BALANCE DUE:	\$14,708.93

CANCELLATION POLICY:

Any rental items, excluding special order items, cancelled 24 hours prior to the delivery date are not subject to a restocking charge. Special order items (Carpet, Chameleon Chairs, D8 Furniture, and Linens) will be subjected to a restocking charge if cancelled less than 7 days prior to the scheduled delivery date. A 100% restocking charge will apply to any rental equipment (including linens) loaded onto the truck and in transit. No credit will apply to items that are delivered or set up.

*Re-Stocking Charges for Carpet/Turf:

- 100% charge if carpet/turf is loaded on truck and has left the warehouse
- 50% charge if carpet/turf is loaded on truck but has not left the warehouse
- 25% charge if carpet/turf is cancelled 24 hours in advance
- No charge if carpet/turf is cancelled 48 hours in advance

QUOTE POLICY

- Pricing valid for 30 days from the date your quote was received.
- Quotes confirmed and Orders changed or finalized within 14 days of delivery date may be subject to increased pricing.

TERMS AND CONDITIONS

The rental period commences on the "Install" date and ends on the "Pick-up" date shown on the Order. If Client makes greater use of the Rental Items than agreed upon, or does not return will-call items by the "Pick-up" date shown on the Order, additional fees will be charged.

Full Terms and Conditions - <https://classicpartyrentals.com/rental-terms-conditions>

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170780
DATE: 02/08/17

VENDOR 10981


TO: MIGNANO TREE CARE INC
1127 SOUTH EAST 2ND ST.
BOYNTON BEACH, FL 33435

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

REQUISITION NO. 68290	ORDERING DEPARTMENT: B&G/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	(5) OAK TREES AERATE AND ELEVATE TO 10-12 FT (2) OAK TREES AERATE AND ELEVATE, ELEVATE ROAD SIDE ONLY TO 18FT DOT STANDARD	1410.0000	1410.00
2	6.00	EA	PLAYGROUND - FOXTAIL PALM TRIM FACE OVERHANGING COURT	15.0000	90.00
3	2.00	EA	QUEEN PALM	30.0000	60.00
4	2.00	EA	(2) CLUSTERS ARECA PALM REMOVE YELLOW AND DEAD, DO NOT CLEAN OUT COMPLETELY	90.0000	180.00
5	1.00	EA	GRIND ARECA STUMP	80.0000	80.00
6	1.00	EA	ORGANIC DISPOSAL FEE FORD, CHIPPER, SM GRINDER, 4M8H **LAUREL HILL PARK 515 NW 7TH AVE, NORTH @ BASKETBALL COURT **COORDINATE WORK WITH GLENDA HALL (330)437-5966	160.0000	160.00

REMARKS:
TREE PRUNING AT LAUREL HILLS PARK
SEE ATTACHED PROPOSAL #12764

PROCUREMENT SERVICES:		P.O. TOTAL: 1980.00
ACCOUNT NO. 001-2730-572.46-98	PROJECT	



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

Date: 1/31/17

Requesting Department: PW

Contact Person: Glenn Hau

Explanation for Purchase:

OCEANFRONT PARK & Laurel Hills Park
TREE PRUNING

Req. 68297- \$13430.00
Req. 68296- \$1980.00

Recommended Vendor MIGNANO

Dollar Amount of Purchase ~~\$13,430~~ \$15,410.00

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE

☐

SNAPS

☐

RESPECT

☐

Piggy-Back

☐

Sole Source

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

001-2730-572-46-98

Approvals:

Department Head

Date

1/30/17

Purchasing Agent

Date

1/31/17

Asst City Manager

Date

2/8/17

City Manager

Date

2/8/17

PURCHASE REQUISITION NBR: 0000068290
 STATUS: DEPT APPROVAL
 REASON: LAUREL HILLS PARK - TREE PRUNING
 SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC
 DATE: 2/01/17
 DELIVER BY DATE: 2/02/17

REQUISITION BY: B&G/GJ
 SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	(5) OAK TREES AERATE AND ELEVATE TO 10-12 FT ONLY TO 18FT DOT STANDARD COMMODITY: ROADSIDE GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT)	1.00	EA	1410.0000	1410.00	
2	PLAYGROUND - FOXTAIL PALM TRIM FACE OVERHANGING COURT COMMODITY: ROADSIDE GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT)	6.00	EA	15.0000	90.00	
3	QUEEN PALM COMMODITY: ROADSIDE GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT)	2.00	EA	30.0000	60.00	
4	(2) CLUSTERS ARECA PALM REMOVE YELLOW AND DEAD, DO NOT CLEAN OUT COMPLETELY COMMODITY: ROADSIDE GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT)	2.00	EA	90.0000	180.00	
5	GRIND ARECA STUMP COMMODITY: ROADSIDE GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT)	1.00	EA	80.0000	80.00	
6	ORGANIC DISPOSAL FEE FORD, CHIEPPER, SM GRINDER, 4M8H **LAUREL HILL PARK 515 NW 7TH AVE, NORTH @ BASKETBALL COURT **COORDINATE WORK WITH GLENDA HALL (330) 437-5966 COMMODITY: ROADSIDE GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT)	1.00	EA	160.0000	160.00	

REQUISITION TOTAL: 1980.00

REQUISITION QUOTES

SELECTED VENDOR:	VENDOR NAME
1980.0000	10981 MIGNANO TREE CARE INC
2355.0000	14748 A CUT ABOVE LANDSCAPE & IRRIGA
2583.0000	6611 DUFFY'S TOTAL CARE LAWN SERVIC

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	1410.00
2	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	90.00

Reg 68297- \$ 13430
 Reg 68290- \$ 1980
 Total = \$ 15,410.00

APPROVALS
 City Manager *[Signature]* Date *2/1/17*
 Finance Dept *[Signature]* Date *2/1/17*
 Risk Manager *[Signature]* Date *2-8-17*
 City Attorney *[Signature]* Date

PURCHASE REQUISITION NBR: 0000068290

STATUS: DEPT APPROVAL
REASON: LAUREL HILLS PARK - TREE PRUNING

DATE: 2/01/17
DELIVER BY DATE: 2/02/17

REQUISITION BY: B&G/GJ

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

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

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
3	00127305724698	REPAIR/MAINTENANCE SRVS. GROUNDS MAINTENANCE	100.00	60.00
4	00127305724698	REPAIR/MAINTENANCE SRVS. GROUNDS MAINTENANCE	100.00	180.00
5	00127305724698	REPAIR/MAINTENANCE SRVS. GROUNDS MAINTENANCE	100.00	80.00
6	00127305724698	REPAIR/MAINTENANCE SRVS. GROUNDS MAINTENANCE	100.00	160.00
				1980.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUEST FOR OFFICE ASSISTANCE

FROM: Gianna

Date: 1/31/17

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: _____

Account Number: _____ - _____ - _____ - _____ Project No.: _____

Request for Requisition - LAUREL HILLS PARK - TREE PRUNING

Vendor:

MIGNANO

Account Number: 001-2730-572-46-98 Project No.: _____

List Items w/Quantities & Unit Costs on the back of this request.

<input type="checkbox"/> Verbal Quotes (\$500 to \$1,999):	Vendor: <u>MIGNANO</u>	Cost: <u>\$1,980</u>
	Vendor: <u>DUFFY'S</u>	Cost: <u>\$2,583</u>
	Vendor: <u>ACUT ABOVE</u>	Cost: <u>\$2,355</u>

☒ Written Quotes (\$2,000 to \$9,999.99) – Attached.

☐ Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

☐ Bid/City (Over \$25,000): Bid # _____

☐ Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions:

COORDINATE WORK
WITH GIENNA HALL
330-437-5966

Request completed by: _____

Date completed: _____

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

Mignano Tree Care Inc.

1127 SOUTH EAST 2ND STREET
BOYNTON BEACH, FLORIDA 33435
OFFICE 561-738-2850 FAX 561-738-2801

Proposal

Date	Estimate #
1/30/2017	12764

Name / Address
CITY OF BOYNTON LAUREL HILLS PARK 100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FL 33435



	Rep		Customer Phone	
	RW		GLENDA CELL 330-4...	
Description		Qty	Rate	Total
LAUREL HILLS PARK				
515 NW 7 AVE, NORTH @ BASKETBALL COURT				
5 OAK TREES AERATE AND ELEVATE TO 10-12 FT			1,410.00	1,410.00✓
2 OAK TREES AERATE AND ELEVATE, ELEVATE ROAD SIDE ONLY TO 18 FT DOT STANDARD				
PLAYGROUND				
FOXTAIL PALM TRIM FACE OVERHANGING COURT		6	15.00	90.00✓
QUEEN PALM		2	30.00	60.00✓
2 CLUSTERS ARECA PALM REMOVE YELLOW AND DEAD, DO NOT CLEAN OUT COMPLETELY		2	90.00	180.00✓
GRIND ARECA STUMP		1	80.00	80.00✓
ORGANIC DISPOSAL FEE			160.00	160.00✓
FORD, CHIPPER, SM GRINDER, 4M8H				
PLEASE SIGN TO INDICATE YOUR APPROVAL. SIGNATURE:		TOTAL \$1,980.00		
FOR STUMP GRINDING: WE ARE NOT RESPONSIBLE FOR WIRES, CABLES OR PIPES BELOW THE SURFACE OR SURROUNDING PLANT MATERIAL.				
ALL PRUNING IS TO BE DONE WITHING THE SCOPE OF THE APPROVED TECHNIQUES AS DESCRIBED IN ANSI A300 - 1995. WORK IS TO BE DONE BY WORKERS TRAINED IN COMPLIANCE WITH ANSI Z 133.1 SAFETY REGULATIONS, AS REQUIRED BY OSHA.				

Duffy's Total Care Lawn Service, Inc.
10190 52nd Place South
Lake Worth, FL 33449 US
(561)433-0095
duffyslandscape@comcast.net



ESTIMATE

ESTIMATE # 13861
DATE 12/21/2016

ADDRESS

City of Boynton Beach
Forestry and Grounds
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425

Please detach top portion and return with your payment.

SALES REP

Brian Duffy

ACTIVITY	QTY	RATE	AMOUNT
City of Boynton Beach			
NOTE: Wherever we remove Scheffeleras, use Garlon on stumps			
Laurel Hills Park - 515 NW 7th Avenue (by Wendy's) North at Basketball playground			
7 Oaks:		1,765.00	1,765.00
2 by the street			
3 are large, the rest are average size			
Oak going towards the house - reduce branches			
Vehicular clearance of 15' over the street			
Lift over the court but not too much - hard prune them back over the basketball court			
Clearance pruning to about 8 to 10' over the grass			
6 Foxtail palms - remove seed pods/fruit, cut	6	18.50	111.00
2 Queen palms	2	18.50	37.00
2 Areca palms (1 clump in Oak) - clean brown fronds, vine off, clean up base, take selective tall stalks on stalks up in tree	2	250.00	500.00
On all Arecas - dead out, tall stalks only that are hitting something, leave at least 25% of newer stalks			
Grinding of bamboo - 1 piece of concrete in there		125.00	125.00
Vine off tree on our side		45.00	45.00

Signing this contract indicates acceptance for the above work at the stated price. Reduction or changes of scope may increase the price. Pricing is based on normal business hours (M-F, 8:00am-4:00pm). We follow Palm Beach County Ordinance 87-15 Chapter 162 F.S: We cannot trim more

TOTAL

\$2,583.00

During removals, root pruning, excavating, stump grinding and tree installations: Duffy's is NOT responsible for damages to wiring, irrigation, lighting that NoCuts cannot mark. We are NOT responsible for surrounding plants and/or sod that is damaged due to work being completed as contracted. It is the responsibility of the HOA and/or homeowner.

A CUT ABOVE

LANDSCAPE & IRRIGATION

Design • Installation • Maintenance

1686 D ROAD
LOXAHATCHEE, FL 33470
561.795.1995 - PH
561.795.8898 - FX



PROPOSAL

NAME/ADDRESS

City of Boynton Beach
Attn: Glenda Hall
PO Box 310
Boynton Beach, FL 33425

PBC SBE Vendor #VC0000009701

DATE	PROPOSAL #
1/24/2017	10928

DESCRIPTION	QTY	COST	TOTAL
RE: LAUREL HILLS PARK TREE PRUNING @ 515 NW 7th Ave			
ACA to provide any/all necessary equipment, labor, supervision, materials and supplies to complete the following:			
NORTH SIDE OF BASKETBALL COURTS:			
Oaks (Lift/elevate over basketball court, 8'-10' over turf areas, and 15' elevated over hardscape)	4	185.00	740.00
Oaks (Lift/elevate over basketball court, 8'-10' over turf areas, and 15' elevated over hardscape)**Branches in wires	2	285.00	570.00
Oaks (Lift/elevate over basketball court, 8'-10' over turf areas, and 15' elevated over hardscape)	1	275.00	275.00
PLAYGROUND:			
Foxtail Palm(Remove seed pods and crop low hanging branches)	6	20.00	120.00
Queen Palm	2	25.00	50.00
Areca Palm (Remove taller canes and reduce lower growth by 25%)	1	250.00	250.00
Areca Palm (Remove taller canes and reduce lower growth by 25%)	1	200.00	200.00
Bamboo Clusters (Grind Stumps & clean)	3	50.00	150.00
CUSTOMER AUTHORIZATION: X	TOTAL \$2,355.00		

ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN GRADES AND STANDARDS FOR NURSERY "PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE. THERE WILL BE A CHARGE OF 1.5% ON ANY BALANCE REMAINING AFTER 30 DAYS PAST THE DUE DATE WHICH SHALL BE ASSESSED MONTHLY. SHOULD ACA BE REQUIRED TO PURSUE COLLECTIONS IN THE ABOVE ACCOUNT, CUSTOMER SHALL BE LIABLE FOR COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES THEREIN. YOUR SIGNATURE ABOVE CONFIRMS YOUR UNDERSTANDING OF ACA'S COLLECTION POLICY AND GRANTS PERMISSION TO ACA TO COMMENCE PROPOSED WORK.

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170781
DATE: 02/08/17


VENDOR 10981

TO: MIGNANO TREE CARE INC
1127 SOUTH EAST 2ND ST.
BOYNTON BEACH, FL 33435

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

REQUISITION NO. 68297	ORDERING DEPARTMENT: B&G/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	3.00	EA	(3) PALM TREES - FLUSH CUTTING	320.0000	960.00
2	1.00	EA	HARDWOOD	65.0000	65.00
3	2.00	EA	SMALL GEIGER	45.0000	90.00
4	5.00	EA	ENTRANCE GUARD SHACK: SABAL PALMS 9&3, REMOVE OTHER VEGETATION	25.0000	125.00
5	1.00	EA	COCONUT PALM	30.0000	30.00
6	1.00	EA	TRIANGLE : ADONITIA CHRISTMAS PALMS , 3 DOUBLE, 2 TRIPLE N/C - SABAL PALMS 9&3, REMOVE OTHER VEGETATION	25.0000	25.00
7	9.00	EA	LIFT STATION: SABAL PALMS 9&3, REMOVE OTHER VEGETATION	25.0000	225.00
8	1.00	EA	(6) SEAGRAPE	540.0000	540.00
9	1.00	EA	GREEN BUTTONWOOD	65.0000	65.00
10	2.00	EA	CARD SOUND	65.0000	130.00
11	1.00	EA	HARDWOOD	120.0000	120.00
12	3.00	EA	@ STEPS: SILVER BUTTONWOOD	65.0000	195.00
13	1.00	EA	GEIGER	65.0000	65.00
14	3.00	EA	CLUSIA ROSEA	65.0000	195.00
15	1.00	EA	SAW PALMETTO	25.0000	25.00
16	9.00	EA	PICNIC SHELTER N SABAL PALMS 9 &3, REMOVE OTHER VEGETATION	25.0000	225.00

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 001-2730-572.46-98	PROJECT	

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170781
DATE: 02/08/17

VENDOR 10981

TO: MIGNANO TREE CARE INC
1127 SOUTH EAST 2ND ST.
BOYNTON BEACH, FL 33435

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

REQUISITION NO. 68297	ORDERING DEPARTMENT: B&G/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
17	2.00	EA	UPPER E @ SHADE SAIL - SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	25.0000	50.00
18	16.00	EA	COCONUT PALM	30.0000	480.00
19	1.00	EA	SEAGRAPE ENTIRE LENGTH OVER WALKWAY AND ANGLE BACK	1100.0000	1100.00
20	13.00	EA	SABAL PALMS 9&3, REMOVE OTHER VEGETATION	25.0000	325.00
21	18.00	EA	CONCESSION COCONUT PALM	30.0000	540.00
22	2.00	EA	SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	25.0000	50.00
23	7.00	EA	SHADE SAIL NORTH: COCONUT PALM	30.0000	210.00
24	2.00	EA	SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	25.0000	50.00
25	5.00	EA	NORTH END @ PICNIC: COCONUT PALM	30.0000	150.00
26	1.00	EA	(3.) SEAGRAPE	390.0000	390.00
27	1.00	EA	MIDDLE NORTH CLUSIA ROSEA	65.0000	65.00
28	5.00	EA	COCONUT PALM	30.0000	150.00
29	1.00	EA	FICUS	200.0000	200.00
30	62.00	EA	SABAL PALMS 9&3, REMOVE OTHER VEGETATION	25.0000	1550.00
31	1.00	EA	(12) SEAGRAPE	800.0000	800.00
32	3.00	EA	SILVER BUTTONWOOD	40.0000	120.00
33	4.00	EA	GUMBO LIMBO	65.0000	260.00

PROCUREMENT SERVICES:	<i>JWH 2/9/17</i>	P.O. TOTAL:
ACCOUNT NO. 001-2730-572.46-98	PROJECT	

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170781
DATE: 02/08/17

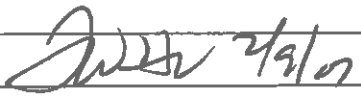
VENDOR 10981

TO: MIGNANO TREE CARE INC
1127 SOUTH EAST 2ND ST.
BOYNTON BEACH, FL 33435

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

REQUISITION NO. 68297	ORDERING DEPARTMENT: B&G/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
34	2.00	EA	(1) ADONIDIA PALM N/C - COCONUT PALM (2)-ADONIDIA PALM N/C (2)	30.0000	60.00
35	10.00	EA	PICNIC SHELTERS SABAL PALMS 9&3, REMOVE OTHER VEGETATION	25.0000	250.00
36	1.00	EA	SEAGRAPT	90.0000	90.00
37	17.00	EA	SOUTH END E TO W - COCONUT PALM	30.0000	510.00
38	3.00	EA	COCONUT PALM -ADONIDIA PALM (1) DOUBLE, 1 SINGLE N/C	30.0000	90.00
39	3.00	EA	SEWAGRAPE	80.0000	240.00
40	1.00	EA	SEAGRAPE ANGLE CUT BACK	900.0000	900.00
41	1.00	EA	CLUSIA ROSEA	65.0000	65.00
42	1.00	EA	FICUS	260.0000	260.00
43	17.00	EA	SABAL PALMS 9&3, REMOVE VEGETATION	25.0000	425.00
44	8.00	EA	COCONUT PALM - ADONIDIA PALM (1) DOUBLE, 1 SINGLE N/C	30.0000	240.00
45	9.00	EA	PARKING LOT LOWER- ADONIDIA PALM (6) DOUBLE, 2 TRIPLE, 1 SINGLE	5.0000	45.00
46	3.00	EA	COCONUT PALM	30.0000	90.00
47	2.00	EA	(2) SEAGRAPE LARGE	90.0000	180.00
48	11.00	EA	SABAL PALMS 9 & 3, REMOVE VEGETATION	25.0000	275.00

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 001-2730-572.46-98	PROJECT	

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170781
DATE: 02/08/17

VENDOR 10981

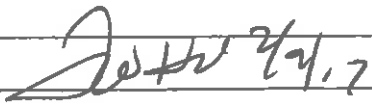
TO: MIGNANO TREE CARE INC
1127 SOUTH EAST 2ND ST.
BOYNTON BEACH, FL 33435

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

REQUISITION NO. 68297	ORDERING DEPARTMENT: B&G/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
49	2.00	EA	GUMBO LIMBO ALL WORK IS TO BE COMPLETED BY FEBRUARY 28, 2017 WORK WILL NEED TO BE COORDINATED TO ONLY BLOCK OFF PARKING SPACES WITHIN THE DAY OF SCHEDULED WORK **COORDINATE WITH GLENDA HALL (330) 437-5966	70.0000	140.00

REMARKS:
TREE PRUNING AT OCEAN FRONT PARK
SEE ATTACHED PROPOSAL #12670

PROCUREMENT SERVICES:		P.O. TOTAL: 13430.00
ACCOUNT NO. 001-2730-572.46-98	PROJECT	



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

Date: 1/31/17

Requesting Department: PW

Contact Person: Granda Hall

Explanation for Purchase:

OCEANFRONT PARK & Laurel Hills Park
TREE PRUNING Tree Pruning

Req. 68297. \$13,430.00
Req. 68296. \$1,980.00

Recommended Vendor MIGNANO

Dollar Amount of Purchase ~~\$13,430~~ \$15,410.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	RESPECT	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

001-2730-572-46-98

Approvals:

Department Head [Signature]

Date 1/30/16

Purchasing Agent [Signature]

Date 7/1/17

Asst City Manager [Signature]

Date _____

City Manager [Signature]

Date 2/8/17

PURCHASE REQUISITION NBR: 0000068297

STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING

DATE: 2/01/17

DELIVER BY DATE: 2/02/17

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

REQUISITION BY: B&G/GJ

SHIP TO LOCATION: PUBLIC WORKS

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
38	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	90.00
39	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	240.00
40	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	900.00
41	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	65.00
42	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	260.00
43	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	425.00
44	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	240.00
45	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	45.00
46	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	90.00
47	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	180.00
48	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	275.00
49	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	140.00
				13430.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Reg 68297- \$13430.00

Reg 68290- \$1980.00

Total = \$15410.00

APPROVALS
City Manager *[Signature]* Date *2/1/17*
Finance Officer *[Signature]* Date *2/1/17*
Risk Manager *[Signature]* Date *2-8-17*
City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000068297
STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING
DATE: 2/01/17
DELIVER BY DATE: 2/02/17

REQUISITION BY: B&G/GJ
SHIP TO LOCATION: PUBLIC WORKS
SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT	PROJECT	%	AMOUNT	
15	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	25.00	
16	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	225.00	
17	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	50.00	
18	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	480.00	
19	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	1100.00	
20	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	325.00	
21	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	540.00	
22	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	50.00	
23	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	210.00	
24	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	50.00	
25	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	150.00	
26	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	390.00	
27	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	65.00	
28	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	150.00	
29	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	200.00	
30	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	1550.00	
31	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	800.00	
32	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	120.00	
33	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	260.00	
34	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	60.00	
35	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	250.00	
36	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	90.00	
37	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	510.00	

PURCHASE REQUISITION NBR: 0000068297

STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING

DATE: 2/01/17

REQUISITION BY: B&G/GJ

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

DELIVER BY DATE: 2/02/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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49	GUMBO LIMBO	2.00	EA	70.0000	140.00	
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ALL WORK IS TO BE COMPLETED BY FEBRUARY 28, 2017
WORK WILL NEED TO BE COORDINATED TO ONLY BLOCK OFF
PARKING SPACES WITHIN THE DAY OF SCHEDULED WORK
**COORDINATE WITH GLENDA HALL (330)437-5966
COMMODITY: ROADSIDE, GRNDS, REC, PARK
SUBCOMMOD: LANDSCAPE (NO GROUND MAINT

REQUISITION TOTAL: 13430.00

----- REQUISITION QUOTES -----

SELECTED VENDOR: 13430.0000
13740.0000
15400.0000

VENDOR NAME
10981 MIGNANO TREE CARE INC
3185 ZIMMERMAN TREE SERVICE
6611 DUFFY'S TOTAL CARE LAWN SERVICE

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	960.00
2	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	65.00
3	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	90.00
4	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	125.00
5	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	30.00
6	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	25.00
7	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	225.00
8	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	540.00
9	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	65.00
10	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	130.00
11	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	120.00
12	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	195.00
13	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	65.00
14	00127305724698	REPAIR/MAINTENANCE SRVS.	100.00	195.00

PURCHASE REQUISITION NBR: 0000068297

STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING

DATE: 2/01/17

DELIVER BY DATE: 2/02/17

REQUISITION BY: B&G/GJ

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
37	SOUTH END E TO W - COCONUT PALM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	17.00	EA	30.0000	510.00	
38	COCONUT PALM -ADONIDIA PALM (1) DOUBLE, 1 SINGLE N/C COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	3.00	EA	30.0000	90.00	
39	SEWAGRAPE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	3.00	EA	80.0000	240.00	
40	SEAGRAPE ANGLE CUTT BACK COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	900.0000	900.00	
41	CLUSIA ROSEA COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	65.0000	65.00	
42	FICUS COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	260.0000	260.00	
43	SABAL PALMS 9&3, REMOVE VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	17.00	EA	25.0000	425.00	
44	COCONUT PALM - ADONIDIA PALM (1) DOUBLE, 1 SINGLE N/C COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	8.00	EA	30.0000	240.00	
45	PARKING LOT LOWER- ADONIDIA PALM (6) DOUBLE, 2 TRIPLE, 1 SINGLE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	9.00	EA	5.0000	45.00	
46	COCONUT PALM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	3.00	EA	30.0000	90.00	
47	(2) SEAGRAPE LARGE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	2.00	EA	90.0000	180.00	
48	SABAL PALMS 9 & 3, REMOVE VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	11.00	EA	25.0000	275.00	

PURCHASE REQUISITION NBR: 0000068297

REQUISITION BY: B&G/GJ

DATE: 2/01/17

STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING

SHIP TO LOCATION: PUBLIC WORKS

DELIVER BY DATE: 2/02/17

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
25	NORTH END @ PICNIC: COCONUT PALM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	5.00	EA	30.0000	150.00	
26	(3.) SEAGRAPE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	390.0000	390.00	
27	MIDDLE NORTH CLUSIA ROSEA COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	65.0000	65.00	
28	COCONUT PALM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	5.00	EA	30.0000	150.00	
29	FICUS COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	200.0000	200.00	
30	SABAL PALMS 9&3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	62.00	EA	25.0000	1550.00	
31	(12) SEAGRAPE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	800.0000	800.00	
32	SILVER BUTTWOOD COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	3.00	EA	40.0000	120.00	
33	GUMBO LIMBO COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	4.00	EA	65.0000	260.00	
34	(1) ADONIDIA PALM N/C - COCONUT PALM (2) -ADONIDIA PALM N/C (2) COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	2.00	EA	30.0000	60.00	
35	PICNIC SHELTERS SABAL PALMS 9&3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	10.00	EA	25.0000	250.00	
36	SEAGRAPH COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	90.0000	90.00	

PURCHASE REQUISITION NBR: 0000068297

REQUISITION BY: B&G/GJ

STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING

DATE: 2/01/17

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

DELIVER BY DATE: 2/02/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
13	GEIGER COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	1.00	EA	65.0000	65.00	
14	CLUSIA ROSEA COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	3.00	EA	65.0000	195.00	
15	SAW PALMETTO COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	1.00	EA	25.0000	25.00	
16	PICNIC SHELTER N SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	9.00	EA	25.0000	225.00	
17	UPPER E @ SHADE SAIL - SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	2.00	EA	25.0000	50.00	
18	COCONUT PALM COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	16.00	EA	30.0000	480.00	
19	SEAGRAPE ENTIRE LENGTH OVER WALKWAY AND ANGLE BACK COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	1.00	EA	1100.0000	1100.00	
20	SABAL PALMS 9&3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	13.00	EA	25.0000	325.00	
21	CONCESSION COCONUT PALM COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	18.00	EA	30.0000	540.00	
22	SABAL PALMS 9 & 3 REMOVE OTHER VEGETATION COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	2.00	EA	25.0000	50.00	
23	SHADE SAIL NORTH: COCONUT PALM COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	7.00	EA	30.0000	210.00	
24	SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE, GRNDS, REC, PARK SUBCOMMOD: LANDSCAPE (NO GROUND MAINT	2.00	EA	25.0000	50.00	

PURCHASE REQUISITION NBR: 0000068297

REQUISITION BY: B&G/GJ

STATUS: DEPT APPROVAL
REASON: OCEAN FRONT PARK- TREE PRUNING

DATE: 2/01/17

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10981 MIGNANO TREE CARE INC

DELIVER BY DATE: 2/02/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	(3) PALM TREES - FLUSH CUTTING COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	3.00	EA	320.0000	960.00	
2	HARDWOOD COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	65.0000	65.00	
3	SMALL GEIGER COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	2.00	EA	45.0000	90.00	
4	ENTRANCE GUARD SHACK: SABAL PALMS 9&3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	5.00	EA	25.0000	125.00	
5	COCONUT PALM COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	30.0000	30.00	
6	TRIANGLE : ADONITIA CHRISTMAS PALMS , 3 DOUBLE, 2 TRIPLE N/C - SABAL PALMS 9&3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	25.0000	25.00	
7	LIFT STATION:SABAL PALMS 9&3, REMOVE OTHER VEGETATION COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	9.00	EA	25.0000	225.00	
8	(6) SEAGRAPE COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	540.0000	540.00	
9	GREEN BUTTONWOOD COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	65.0000	65.00	
10	CARD SOUND COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	2.00	EA	65.0000	130.00	
11	HARDWOOD COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	1.00	EA	120.0000	120.00	
12	@ STEPS: SILVER BUTTONWOOD COMMODITY: ROADSIDE,GRNDS,REC, PARK SUBCOMMOD: LANDSCAPE(NO GROUND MAINT	3.00	EA	65.0000	195.00	

REQUEST FOR OFFICE ASSISTANCE

FROM: GIENOA

Date: 1/31/17

*PRIORITY / DATE NEEDED BY:

☐ Copy Work – Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

☐ Type from the attached / transcription tape / email (to be forwarded upon request)

☐ Request for 121/Direct Pay Req. for the attached -

Vendor or Person to be reimbursed: _____

Account Number: _____ Project No.: _____

Request for Requisition - Oceanfront Park - Tree Pruning

Vendor: MIGNANO

Account Number: 001-2730-572-46-98 Project No.: _____

List Items w/Quantities & Unit Costs on the back of this request.

<input type="checkbox"/> Verbal Quotes (\$500 to \$1,999):	Vendor: <u>MIGNANO</u>	Cost: <u>\$13,430</u>
	Vendor: <u>ZIMMERMAN</u>	Cost: <u>\$13,740</u>
	<u>ZUPP'S</u>	Cost: <u>\$15,400</u>
	<u>MIGNANO</u> <u>12,470</u> <u>+ 960</u> <u>13,430</u>	<u>ZIMMERMAN</u> <u>12,885</u> <u>+ 855</u> <u>13,740</u>

is over \$10,000 Form – Attached.

Dates, & Bid Quotes – Attached.

☐ File As: _____

☐ OTHER: _____

Special Instructions

TC

TC

COORULATIVE

14995
+ 405
15,400
(ADDITIONAL
WORK
3 PALMS
TAKE DOWN
FOR FPL
PROJECT)

COMPLETED BY FEB. 28TH

COORDINATED
SPACES
ED WORK
DA HALL 330-437-5966

Request completed by: _____

Date completed: _____

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

Mignano Tree Care Inc.

1127 SOUTH EAST 2ND STREET
BOYNTON BEACH, FLORIDA 33435
OFFICE 561-738-2850 FAX 561-738-2801

Proposal

Date	Estimate #
1/4/2017	12670

Name / Address
CITY OF BOYNTON OCEAN FRONT PARK 6415 N OCEAN BLVD OCEAN RIDGE



	Rep	Customer Phone	
	RW	GLENDIA CELL 330-4...	
Description	Qty	Rate	Total
UPPER E @ SHADE SAIL			
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	2	25.00	50.00 ✓
COCONUT PALM	16	30.00	480.00 ✓
SEAGRAPE ENTIRE LENGTH OVER WALKWAY AND ANGLE BACK		1,100.00	1,100.00 ✓
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	13	25.00	325.00 ✓
CONCESSION			
COCONUT PALM	18	30.00	540.00 ✓
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	2	25.00	50.00 ✓
SHADE SAIL NORTH			
COCONUT PALM	7	30.00	210.00 ✓
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	2	25.00	50.00 ✓
NORTH END @ PICNIC			
COCONUT PALM	5	30.00	150.00 ✓
3 SEAGRAPE		390.00	390.00 ✓
MIDDLE NORTH			
CLUSIA ROSEA	1	65.00	65.00 ✓
COCONUT PALM	5	30.00	150.00 ✓
FICUS	1	200.00	200.00 ✓
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	62	25.00	1,550.00 ✓
12 SEAGRAPE		800.00	800.00 ✓
SILVER BUTTONWOOD	3	40.00	120.00 ✓
GUMBO LIMBO	4	65.00	260.00 ✓
PLEASE SIGN TO INDICATE YOUR APPROVAL. SIGNATURE:	TOTAL		
FOR STUMP GRINDING: WE ARE NOT RESPONSIBLE FOR WIRES, CABLES OR PIPES BELOW THE SURFACE OR SURROUNDING PLANT MATERIAL.			

Mignano Tree Care Inc.

1127 SOUTH EAST 2ND STREET
BOYNTON BEACH, FLORIDA 33435
OFFICE 561-738-2850 FAX 561-738-2801

Proposal

Date	Estimate #
1/4/2017	12670

Name / Address
CITY OF BOYNTON OCEAN FRONT PARK 6415 N OCEAN BLVD OCEAN RIDGE



Description	Rep	Customer Phone	
	RW	GLENDIA CELL 330-4...	
Description	Qty	Rate	Total
HARDWOOD	1	65.00	65.00 ✓
SMALL GEIGER	2	45.00	90.00 ✓
ENTRANCE GUARD SHACK			
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	5	25.00	125.00 ✓
COCONUT PALM	1	30.00	30.00 ✓
TRIANGLE			
ADONITIA CHRISTMAS PALMS, 3 DOUBLE, 2 TRIPLE N/C	5	0.00	0.00 ✓
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	1	25.00	25.00 ✓
LIFT STATION			
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	9	25.00	225.00 ✓
6 SEAGRAPE		540.00	540.00 ✓
GREEN BUTTONWOOD	1	65.00	65.00 ✓
CARD SOUND	2	65.00	130.00 ✓
HARDWOOD		120.00	120.00 ✓
@ STEPS			
SILVER BUTTONWOOD	3	65.00	195.00 ✓
GEIGER	1	65.00	65.00 ✓
CLUSIA ROSEA	3	65.00	195.00 ✓
SAW PALMETTO	1	25.00	25.00 ✓
PICNIC SHELTER N			
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	9	25.00	225.00 ✓
PLEASE SIGN TO INDICATE YOUR APPROVAL. SIGNATURE:			
FOR STUMP GRINDING: WE ARE NOT RESPONSIBLE FOR WIRES, CABLES OR PIPES BELOW THE SURFACE OR SURROUNDING PLANT MATERIAL.			
TOTAL			

Mignano Tree Care Inc.

1127 SOUTH EAST 2ND STREET
BOYNTON BEACH, FLORIDA 33435
OFFICE 561-738-2850 FAX 561-738-2801

Proposal

Date	Estimate #
1/4/2017	12670

Name / Address
CITY OF BOYNTON OCEAN FRONT PARK 6415 N OCEAN BLVD OCEAN RIDGE



	Rep		Customer Phone	
	RW		GLENDA CELL 330-4...	
Description	Qty	Rate	Total	
ADONIDIA PALM N/C	1	0.00	0.00 ✓	
COCONUT PALM	2	30.00	60.00 ✓	
ADONIDIA PALM N/C	2	0.00	0.00 ✓	
PICNIC SHELTER S				
SABAL PALMS 9 & 3, REMOVE OTHER VEGETATION	10	25.00	250.00 ✓	
SEAGRAPE	1	90.00	90.00 ✓	
COCONUT PALM	3	30.00	90.00 ✓	
ADONIDIA PALM 1 DOUBLE, 1 SINGLE N/C	2	0.00	0.00 ✓	
SOUTH END E TO W				
COCONUT PALM	17	30.00	510.00 ✓	
SEAGRAPE	3	80.00	240.00 ✓	
SEAGRAPE ANGLE CUT BACK		900.00	900.00 ✓	
CLUSIA ROSEA	1	65.00	65.00 ✓	
FICUS	1	260.00	260.00 ✓	
SABAL PALMS 9 & 3, REMOVE VEGETATION	17	25.00	425.00 ✓	
COCONUT PALM	8	30.00	240.00 ✓	
ADONIDIA PALM 1 DOUBLE, 1 SINGLE N/C	2	0.00	0.00 ✓	
PARKING LOT LOWER				
ADONIDIA PALM 6 DOUBLE, 2 TRIPLE, 1 SINGLE	9	5.00	45.00 ✓	
COCONUT PALM	3	30.00	90.00 ✓	
2 SEAGRAPE LARGE	2	90.00	180.00 ✓	
SABAL PALMS 9 & 3, REMOVE VEGETATION	11	25.00	275.00 ✓	
GUMBO LIMBO	2	70.00	140.00 ✓	
PLEASE SIGN TO INDICATE YOUR APPROVAL. SIGNATURE:	TOTAL \$12470.00			
FOR STUMP GRINDING: WE ARE NOT RESPONSIBLE FOR WIRES, CABLES OR PIPES BELOW THE SURFACE OR SURROUNDING PLANT MATERIAL.				
ALL PRUNING IS TO BE DONE WITHING THE SCOPE OF THE APPROVED TECHNIQUES AS DESCRIBED IN ANSI A300 - 1995. WORK IS TO BE DONE BY WORKERS TRAINED IN COMPLIANCE WITH ANSI Z 133.1 SAFETY REGULATIONS. AS REQUIRED BY OSHA.				

Hall, Glenda

From: mignanotreecare <mignanotreecare@bellsouth.net>
Sent: Monday, January 23, 2017 1:48 PM
To: Hall, Glenda
Subject: Re: Attn: Ron
Attachments: OCEAN FRONT PARK.docx

Dear Glenda,

Attached is picture of 3 palm trees in ~~Ocean Front Park~~ I believe you are referring to flush cutting. The cost would be \$320.00 each. Total \$960.00 ✓

Please feel free to contact us with any questions.

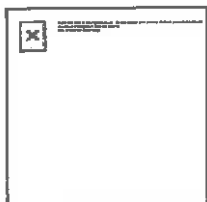
Thank you,
Stephanie

Mignano Tree Care Inc.
1127 SE 2nd Street
Boynton Beach, FL 33435
561-738-2850

From: "Hall, Glenda" <HallG@bbfl.us>
To: "Mignano Tree Care Inc. (mignanotreecare@bellsouth.net)" <mignanotreecare@bellsouth.net>
Sent: Monday, January 23, 2017 10:01 AM
Subject: Attn: Ron

Ron
I was just at a meeting at Ocean Front Park. Three coconut palms need to come down instead of being pruned. They have easy access (immediately south of the concession building) and are about 25 feet tall. Flush cut. What would the cost of this be when doing the pruning at this site?
Thank you Glenda

Glenda Hall
Forestry & Grounds Manager
Public Works, Engineering
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6228
HallG@bbfl.us | www.boynton-beach.org







Palm Beach County's Tree Health ProfessionalsSM

4660 71st Court South
Lake Worth, FL 33463
Telephone: (561) 968-1045
Fax: (561) 966-4612

Quote	QTE21902
Date	1/3/2017
Page	1

Provided For: City of Boynton Beach
Attn: Glenda Hall
100 E. Boynton Beach Blvd
Boynton Beach FL 33435

Customer ID		Salesperson ID	Payment Terms
5617426228		ORLI ZIMMERMAN	DUE UPON RECEIPT
Quantity	Work Category	Description	Price
1	TW21902	<p>RE: OCEAN FRONT PARK, 6415 N. OCEAN BLVD</p> <p>As a tree care provider in Palm Beach County for 35 years and an accredited company recognized by the Tree Care Industry Association, we thank you for the opportunity to present this proposal.</p> <p>Proper pruning is essential in developing a tree with a strong structure and desirable form. Trees that receive the appropriate pruning measures while they are young will require little corrective pruning when they mature.</p> <p>In order to make trees less susceptible to breakage and being uprooted, thinning is an important activity in proper tree care. This kind of procedure is ongoing since only 25% of the overall canopy of a tree can be removed in a year. We will begin the process to selectively remove limbs in order to provide for sunlight and wind penetration. Moreover to make the trees more resistant to hurricanes and wind damage. It is also important that we clear lights and buildings as well as raise trees to a height of at least 7 feet.</p> <p>Scope of work to be followed as provided in pages 20 & 21</p> <p>Clean up and disposal of debris.</p> <p>Sincerely, Orli Zimmerman 561-703-0379 cc: hallg@bbfl.us</p>	\$12,285.00

Subtotal	\$12,285.00
Environmental Fee	\$600.00
Fuel Fee	\$0.00
Total	\$12,885.00

Accepted By: _____

Date: _____

PLEASE SIGN AND RETURN THIS COPY TO AFFIRM AGREEMENT
SUBJECT TO THE TERMS ON REVERSE

Working Terms and Contract Conditions

CUSTOMER SATISFACTION All work will be done in a professional and workmanlike manner. If you are dissatisfied for any reason, please bring it to our attention immediately. Since our work involves living things, no guarantees or warranties are expressed or implied in this contract. Our membership in various trade associations keeps us abreast of the latest techniques in tree care. Satisfied Customers are our foremost goal.

INSURANCE Our employees are covered by workmen's compensation. The company and employees are insured for personal injury and property damage. Proof of insurance will be provided upon request.

SCHEDULING Unless previously arranged with our office, our crew will arrive unannounced to perform the work. The company will do its best to meet requested dates but shall not be held liable for damages or delays due to weather, accidents or any other circumstances beyond our control.

CANCELLATION Cancellation of work not received before crew arrival will be subject to our current hourly rate.

OWNERSHIP OF TREES Customer warrants and represents ownership or the authority of the property described by this contract. Agents or Representatives for the owner have the authority to bind the owner to the obligation described herein.

PERMIT Unless otherwise noted, Zimmerman Tree Service will not be responsible for permits or fees. If requested, Zimmerman Tree Service will obtain permits and charge for such service in addition to the signed contract.

EQUIPMENT ACCESS The prices quoted imply that access for our truck-mounted equipment is granted wherever possible. If this is unacceptable, you must inform us prior to pricing and scheduling.

PRUNING Pruning is performed to enhance each species' natural growth and obtain a defined objective. This work shall include, but not be limited to cleaning, thinning, raising, reducing, clean up and hauling away of all related debris. American National Standards Institute (ANSI A-300) will be followed. Standard specifications are available upon request.

TREE REMOVAL Tree removal is accomplished by cutting the trunk as close to the ground as possible and cleaning up all debris unless otherwise stated. Additional charges will be levied for unseen concrete or metal in the tree.

STUMP REMOVAL Mechanical grinding of the visible tree stump below ground level. The hole will be back filled with stump chips and excess chips will be left on site unless otherwise stated in the proposal. These chips are excellent landscaping mulch.

CLEAN UP Logs, brush, leaves and twigs are normally removed. Excess sawdust will not be removed. All paved surfaces will be blown off or swept clean.

UNDERGROUND FACILITIES Customer agrees to hold Zimmerman Tree Service harmless for damage to underground pipes, irrigation system, cables, conduits, etc. The owner shall be liable for damage to underground facilities and obstructions. Zimmerman Tree Service is not responsible for any systems or facilities not located or marked by Sunshine State One Call or by the Customer.

PEST MANAGEMENT & FERTILIZATION Applied by licensed and insured operators in accordance with state and federal regulations. Customer agrees to accept service each month and to make the premises available for said service.

TERMS OF PAYMENT Unless otherwise agreed to and indicated herein, the Customer agrees to settle his account with Zimmerman Tree Service as follows: Total amount of contract is due upon completion. We reserve the right to issue invoices for partial payments for completion of itemized work, daily rate jobs or ongoing projects lasting more than one week. Past due accounts, based on the stated policy, are subject to 1 ½% per month interest and all collection costs, including but not limited to reasonable attorneys fees and court costs. Faxed and/or copied signatures shall be deemed originals for all purposes.

CLEANING consists of the selective removal of one or more of the following: dead, diseased or weakened branches and water sprouts.

THINNING consists of the selective removal of branches to increase light penetration, air movement, and reduce weight.

RAISING consists of the removal of the lower branches of a tree to provide clearance.

REDUCING decreases the height and /or spread of a tree. Consideration should be given to the ability of a species to sustain this type of pruning.

RESTORATION will improve the structure, form and appearance of trees that have been severely topped, vandalized or damaged during a storm.

DISCLAIMER This site visit included only a visual inspection of accessible components of the tree(s) for the purpose of providing a price for requested services and shall not be considered a tree risk evaluation.

Hall, Glenda

From: Orli Zimmerman <orli.zimmerman@gmail.com>
Sent: Monday, January 23, 2017 1:34 PM
To: Hall, Glenda
Subject: Re: Ocean Front Prk

\$855

On Mon, Jan 23, 2017 at 10:00 AM Hall, Glenda <HallG@bbfl.us> wrote:

Good morning Orli

I was just at a meeting at Ocean Front Park. Three coconut palms need to come down instead of being pruned. They have easy access (immediately south of the concession building) and are about 25 feet tall. Flush cut. What would the cost of this be when doing the pruning at this site?

Thank you Glenda

Glenda

Hall

Forestry & Grounds Manager

Public Works, Engineering

City of Boynton Beach

100 E. Boynton Beach Blvd. | Boynton Beach,

Florida

33435

o: 561-742-6228

HallG@bbfl.us

www.boynton-beach.org



America's

Gateway to the Gulfstream

Duffy's Total Care Lawn Service, Inc.
10190 52nd Place South
Lake Worth, FL 33449 US
(561)433-0095
duffyslandscape@comcast.net



ESTIMATE # 13860
DATE 12/21/2016

ESTIMATE

ADDRESS

City of Boynton Beach
Forestry and Grounds
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425

Please detach top portion and return with your payment.

SALES REP

Brian Duffy

ACTIVITY	QTY	RATE	AMOUNT
Location: Ocean Front Park 6415 North Ocean Boulevard Boynton Beach, Florida			

Trim up all trees per list. Now that the sails are up, it is going to take more time on Seagrapes and Coconuts there. We understand the top parking lot will be closed at 2 different times so that our trimming can be done. The bottom area is no problem. Palms will be trimmed at 9-3. Hardwoods will be thinned out and cut off lights and buil ding. Seagrapes will be trimmed accordingly to code. Glenda will direct on the trimming there. Trees on upper deck- Coconuts will have to be climbed.		14,995.00	14,995.00
--	--	-----------	-----------

Note: If work approved- give list to the crew

Signing this contract Indicates acceptance for the above work at the stated price. Reduction or changes of scope may increase the price. Pricing is based on normal business hours (M-F, 8:00am-4:00pm). We follow Palm Beach County Ordinance 87-15 Chapter 162 F.S: We cannot trim more than 25% off of any tree within a given year.

TOTAL

\$14,995.00

Accepted By

Accepted Date

During removals, root pruning, excavating, stump grinding and tree installations: Duffy's is NOT responsible for damages to wiring, irrigation, lighting that NoCuts cannot mark. We are NOT responsible for surrounding plants and/or sod that is damaged due to work being completed as contracted. It is the responsibility of the HOA and/or homeowner.

Hall, Glenda

From: duffyslandscape@comcast.net
Sent: Tuesday, January 24, 2017 4:14 PM
To: Hall, Glenda
Subject: Re: Ocean Front Park change in pruning request

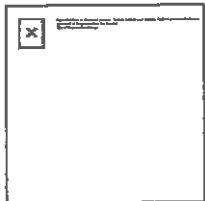
\$135.00 each

From: "Glenda Hall" <HallG@bbfl.us>
To: "Brian Duffy" <duffyslandscape@comcast.net>
Sent: Monday, January 23, 2017 10:01:59 AM
Subject: Ocean Front Park change in pruning request

Good morning Brian

I was just at a meeting at Ocean Front Park. Three coconut palms need to come down instead of being pruned. They have easy access (immediately south of the concession building) and are about 25 feet tall. Flush cut. What would the cost of this be when doing the pruning at this site?

Thank you Glenda



Glenda Hall
Forestry & Grounds Manager
Public Works, Engineering
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100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6228
HallG@bbfl.us | www.boynton-beach.org



America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA
PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170790
DATE: 02/10/17

VENDOR 14035

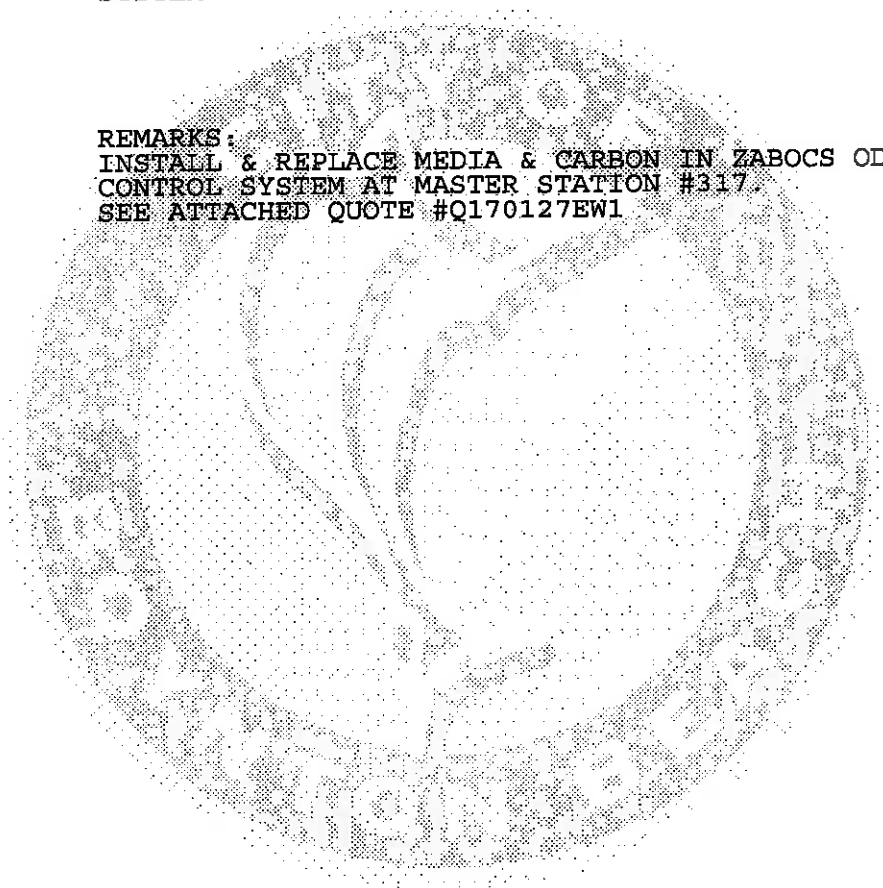
TO: EVOQUA WATER TECHNOLOGIES LLC
2650 TALLEVAST RD
SARASOTA, FL 34243

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 68326	ORDERING DEPARTMENT: UTIL PUMPING HS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	19675.00	DL	ZB-7000 CHANGEOUT ODOR CONTROL SYSTEM	1.0000	19675.00

REMARKS:
INSTALL & REPLACE MEDIA & CARBON IN ZABOCS ODOR
CONTROL SYSTEM AT MASTER STATION #317.
SEE ATTACHED QUOTE #Q170127EW1



PROCUREMENT SERVICES:	<i>[Signature]</i> 2/10/17	P.O. TOTAL:	19675.00
ACCOUNT NO. 401-2816-536.46-51	PROJECT		

PURCHASE REQUISITION NBR: 0000068326

REQUISITION BY: UTIL PUMPING HS

SHIP TO LOCATION: EAST UTILITY ADMIN

LINE NBR DESCRIPTION

STATUS: DEPT APPROVAL
REASON: INSTALL AND REPLACE MEDIA AND CARBON ODOR
SUGGESTED VENDOR: 14035 EVOQUA WATER TECHNOLOGIES LLC

DATE: 2/07/17
DELIVER BY DATE: 2/14/17

1 ZB-7000 CHANGEOUT ODOR CONTROL SYSTEM
COMMODITY: EQUIP MAINT & REPAIR SERV
SUBCOMMOD: PUMPS & PUMP ACCESSORIES

REQUISITION TOTAL: 19675.00

LINE #	ACCOUNT	REPAIR/MAINTENANCE SRVS.	PROJECT	QUANTITY UOM	UNIT COST	EXTEND COST	AMOUNT
1	40128165364651	LIFT STATION REPAIRS		1.00	EA	19675.0000	19675.00

REQUISITION COMMENTS:
control systems at Master Station # 317
Sole source

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS
City Manager [Signature] Date 2/9/17
Finance Dept. [Signature] Date 2/9/17
Risk Manager [Signature] Date 2-8-17
Attorney _____ Date _____



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 7-Feb-17

Requesting Department: Utilities/Wastewater Pui Contact Person: Jim Hart

Explanation for Purchase:

Install and replace the media and carbon in ZABOCS odor control system at Master Station #317. We have an increase in odor complaints from that Master Station.

Recommended Vendor Evoqua Water Technologies

Dollar Amount of Purchase \$19,675.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input checked="" type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>




Contract Number: _____

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

Fund Source for Purchase:

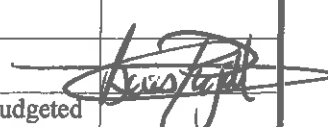
401-2816-536-46-51

Approvals:


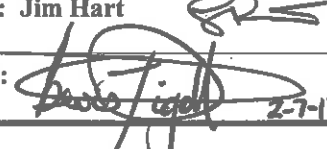
Department Head 
Purchasing Agent 
Asst City Manager _____
City Manager 

Date 2-7-17
Date 2/9/17
Date _____
Date 2/9/17

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	2/7/2017
H.T.E. REQUISITION #	68326
Clerk:	H.Sagel
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or \$5000+):	

REASON FOR PURCHASE: Install and replace the media and carbon in the Zabocs odor control system at Master Station #317.

VENDOR INFORMATION:		DIVISION:		OTHER INFORMATION:	
Name: EVOQUA		Admin. ()		Date: 2/7/2017	ASAP (X)
Address: 2650 Tallevast Road		Construction ()		Date Needed: 2/14/2017	Confirm. ()
Sarasota, FL 34234		Cust. Rel. ()			ASAP/Conf. ()
		Distribution ()		BACKUP DOCS. SUBMITTED:	DELIVERY:
Phone (contact): Charles Maltby		Water Qual. ()		Quotes/Verbal (over \$500) (x)	E. Admin. 40 (x)
800-345-3982		Pumping (x)		Quotes/Written (over \$2000) ()	E. WTP 41 ()
Vendor Number: 14035		PWTreat. ()		Bid Docs. ()	W. WTP 42 ()
		Meter Serv. ()		Sole Source Ltr. (x)	P/U 99 ()
INITIATOR: Jim Hart		Sewage ()		Insurance Requirements: ()	Special Instructions:
APPROVED:	 2-7-17	Strmwtr. ()		SNAPs/GSA/Piggy-back #:	Project Number:

(T)

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	19675.00	ZABOCS lower and upper bed media service at Master Station #317	401	2816	536	46	51	19675.00

The City of Boynton Beach



Utilities Department
124 E. Woolbright Road
Boynton Beach, Florida 33435
Phone (561) 742-6400
FAX: (561) 742-6298

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED: ZABOCS media bed service

VENDOR #1: EVOQUA

DATE: 2/7/2017

CONTACT PERSON: Charles Maltby

PHONE NUMBER: 800-345-3982

QUOTE: \$19,675.00

VENDOR#2:

DATE:

CONTACT PERSON:

PHONE NUMBER:

QUOTE:

VENDOR #3:

DATE:

CONTACT PERSON:

PHONE NUMBER:

QUOTE:

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO
PURCHASING DEPT.

January 31, 2017

Mr. James Hart
City of Boynton Beach
P O Box 310
Boynton Beach, FL 33425
Phone: (561) 602-9123
Email: hartj@bbfl.us

**RE: ZABOCS® LOWER AND UPPER BED MEDIA SERVICE
BOYNTON BEACH, FL
Evoqua Quote No. Q170127EW1**

Dear Mr. Hart,

Thank you for your interest in Evoqua Water Technologies. Evoqua would like to submit the following proposal to provide and install replacement media and carbon for your ZABOCS® Odor Control Systems.

MEDIA

The ZABOCS® units shall be packed with Bioglas®, a foamed glass media, which will serve as a substrate for growth of the biologically active lower bed. All carbon provided shall be VOCARB® 36C Carbon by Evoqua Water Technologies LLC. VOCARB® 36C shall be a virgin, pelletized carbon derived from selected grades of coconut shell suitable for the control of sewage odors.

PRICING

LOCATION	UNIT	LOWER BED (FT³)	MEDIA COST¹	UPPER BED (LB)	CARBON COST¹	CHANGEOUT SERVICE²
Master 801	ZB-4000	56	\$7,320.00	440	\$ 930.00	\$ 4,300.00
Master 356	ZB-5000	62	\$8,215.00	715	\$ 1,500.00	\$ 4,300.00
Master 317	ZB-7000	167	\$11,925.00	1375	\$ 2,900.00	\$ 4,850.00
Master 309	ZB-7000	167	\$11,925.00	1375	\$ 2,900.00	\$ 4,850.00
Master 316	ZB-7000	167	\$11,925.00	1375	\$ 2,900.00	\$ 4,850.00
Master 319	ZB-7000	167	\$11,925.00	1375	\$ 2,900.00	\$ 4,850.00

*Total cost
per station*

→ 19,675.00

Notes:

1. Cost of media and carbon includes freight to Boynton Beach.
2. City to supply crane, vac truck and media disposal.

The Terms and Conditions of the existing contract are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the *entire* proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

This price associated with this quote will remain in effect for a period of ninety (90) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

If you have any further questions, please contact me at (941) 586-8813.

Sincerely,

Evoqua Water Technologies LLC

Charles Maltby

Charles Maltby
Technical Sales Representative

**RE: ZABOCS® LOWER AND UPPER BED MEDIA SERVICE
BOYNTON BEACH, FL
Evoqua Quote No. Q170127EW1**

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to sheri.whalen@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number _____



February 7, 2017

James Hart, Assistant Supervisor Utilities
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, Florida 33435
Email: harti@bbfl.us

RE: SOLE SOURCE BIOGLAS® AND FACTORY ZABOCS® SERVICE

Dear Mr. Hart:

Evoqua Water Technologies LLC (formerly Siemens Water Technologies) is the sole source OEM provider of service, parts and repair contracts on our line of biofilter systems. This includes the ZABOCS® and WHISPER™ lines manufactured exclusively at our facilities. We maintain dedicated, experienced and certified service staff for this purpose.

A license to use BIOGLAS® products and ZABOCS® is included with the product sale. Patents that cover aspects of the use of these products include, but are not necessarily limited to, United States Patent No. 7,276,366 and other patents pending. BIOGLAS, WHISPER, ZABOCS and Full Service Odor Control are trademarks of Evoqua Water Technologies LLC.

If you have any questions or need additional information, please contact me at 941-586-8813.

Sincerely,

Evoqua Water Technologies LLC

Charles Maltby

Charles Maltby
Technical Sales Representative

Hart, James

From: Charles L. Maltby <charles.maltby@evoqua.com>
Sent: Friday, February 03, 2017 11:17 PM
To: Hart, James; Peck, George
Cc: Paterniti, Joseph Jr.; Johnson, Tremaine
Subject: RE: Zabocs units repack quote

Good evening James, the change out service includes:

- Delivery of the media to the job site
- Removal of the lids
- Inspection of internal supports, spray nozzles, irrigation system and media supports
- Installation of the media and carbon
- Start up and testing
- Follow up visit to confirm optimization

If you have any other questions or concerns please feel free to contact me at any time.

From: Hart, James [<mailto:hart@bbfl.us>]
Sent: Friday, February 03, 2017 8:53 AM
To: Charles L. Maltby <charles.maltby@evoqua.com>; Peck, George <peckg@bbfl.us>
Cc: Paterniti, Joseph Jr. <PaternitiJ@bbfl.us>; Johnson, Tremaine <JohnsonTr@bbfl.us>
Subject: RE: Zabocs units repack quote

Charles,

At this point I believe that we are just going to do the Zaboc unit at Master #317. Before we proceed with a purchase order, what is included in the Change out service charge of \$4850.00?

Thanks
Jim

James Hart, Assistant Supervisor Utilities
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
o: 742-6422
hart@bbfl.us | www.boynton-beach.org



America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Charles L. Maltby [<mailto:charles.maltby@evoqua.com>]
Sent: Wednesday, February 01, 2017 2:21 PM
To: Hart, James; Peck, George
Subject: Zabocs units repack quote

Good afternoon gentlemen,

Please see the attached proposal. If you have any questions please feel free to contact me at any time.

Charles Maltby
Technical Sales Representative

Evoqua Water Technologies LLC
2650 Tallevast Rd.
Sarasota, Florida, 34243; USA

Telephone/Mobile: (941) 586-8813
Main Office: (800) 345-3982 (I do not have an office or telephone extension at this number)
Email: charles.maltby@evoqua.com

www.evoqua.com

The information in this email is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material protected by state and federal law. Any review, re-transmission, dissemination or other use by other persons or entities is strictly prohibited. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, please immediately notify the sender and delete the material including any attachments in any form and from any computer.

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170794
DATE: 02/13/17

VENDOR 16478

TO: LAYNE CHRISTENSEN COMPANY
1800 HUGHES LANDING BLVD.
THE WOODLANDS, TX 77380

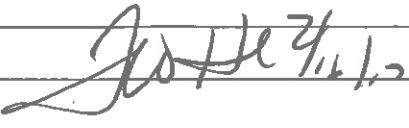
SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 68355	ORDERING DEPARTMENT: UTIL ENGIN TP	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
		***** * CHANGE #: 1 *		
		* CHANGE ORDER *		
		* DATE CHG: 02/16/17 *		

2	13650.00 DL	CHANGE ORDER NO. 1 - DURING A VIDEO SURVEY of injection well IW-1 at the West Water Treatment Plant, Contractor recorded scale buildup on the inside of the fiberglass tubing. Contractor to furnish all labor, equipment and materials to perform brushing of the injection well.	1.0000	13650.00

REMARKS:
PERFORM (MIT) MECHANICAL INTEGRITY TESTING OF THE CLASS 1 INDUSTRIAL INJECTION WELL IW-1 AT THE CITY'S MEMBRANE SOFTENING WATER TREATMENT PLANT AT THE WWTP.
COMMISSION APPROVED 2/7/17
SEE ATTACHED QUOTE DATED 1/12/17
2-16-2017: Change Order 1 - ADD \$13,650.00 to remove scale build-up from well IW-1

PROCUREMENT SERVICES:		P.O. TOTAL: 13650.00
ACCOUNT NO. 401-2811-536.49-17	PROJECT	

Alibrandi, Julianne

From: Roschek, Christopher
Sent: Tuesday, February 14, 2017 4:40 PM
To: Alibrandi, Julianne
Cc: Pigott, Bevis
Subject: Mechanical Integrity Testing - Deep Injection Well
Attachments: SKM_C454e17021416310.pdf

Hello Julie,

Per our conversation, Layne Christensen Company has discovered scale buildup inside the deep injection well as part of their work. The scale was unforeseen and not part of the original scope of work. Layne Christensen recommends that we brush the well to remove the scale and perform a video survey after the brushing is completed to document that the scale has been removed. The total cost for this additional work is \$13,650 per the attached quote. Our consultant, Gerrit Bulman of CH2M Hill, recommends proceeding with this work while Layne Christensen is on site. Gerrit's email is below.

Please review and let us know if we can proceed with a Change Order for the additional services.

Thanks,
Chris



Christopher Roschek, P.E.
Engineering Division Manager
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
☎ 561-742-6413 | 📠 561-742-6298
✉ roschekc@bbfl.us | 🌐 <http://www.boynton-beach.org/>



APPROVALS

City Manager [Signature] Date 2/15/17
Finance Dept [Signature] Date 2/14/17
Risk Manager _____ Date _____
City Attorney _____ Date _____

America's Gateway to the Gulfstream

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From: Gerrit.Bulman@CH2M.com [mailto:Gerrit.Bulman@CH2M.com]
Sent: Tuesday, February 14, 2017 4:24 PM
To: Roschek, Christopher <roschekc@bbfl.us>
Cc: Pigott, Bevis <Pigottb@bbfl.us>
Subject: IW-1 MIT -- brushing and video

Chris,

During the video survey performed on injection well IW-1 at the West WTP last Thursday, February 9, 2017, the MIT contractor, Layne Christensen, recorded scale (buildup on the inside of the fiberglass tubing) over a substantial interval of the 2,700 feet of casing. Scale reduces the diameter of the casing and increases the frictional resistance to fluid injection, which may create pressure increases at the wellhead and operational inefficiency (or inoperability) over the long term.

The composition and cause of the scale are unknown, but the video indicates that brushing could be effective in removing the scale. Scale has not previously been observed in IW-1; however, scale of various types is not uncommon in injection wells around the state. Brushing is typically the first—and most cost effective—method of rehabilitation. Other methods include air development, jetting and acidization if well capacity is not restored.

My recommendation is to proceed with brushing while the drilling contractor is on site performing the MIT work and to run a post-brushing video to assess the results.

Gerrit

Gerrit R. Bulman, P.G.
Senior Project Manager
D 1 954 513 1509
M 1 954 415 2985

CH2M



February 14, 2017

Leon Liberus
Chief Operator
Boynton Beach Utilities
Boynton Bch, FL

Re: - Mechanical Integrity Testing of the Class 1 Industrial Injection Well IW-1 at the City of Boynton Beach (CITY) Membrane Softening Water Treatment Plant
Proposal for brushing

Dear Mr. Liberus

Layne Christensen Company is pleased to submit the following proposal for your consideration:

Layne to furnish all labor, equipment and materials to perform the brushing of the injection well to clean FRP casing.

Brushing of well .	\$ 8,900.00
Additional Video survey if requested	\$ 4,000.00
Additional mobilization 7 demobilization if required.	\$ 5,000.00 \$ 750.00

A specific brush will need to be procured and we are currently researching lead times on the proper size brush for this well. We will advise soon as we receive this information. Scheduling this activity will be dependent on brush delivery.

Layne Christensen Co. looks forward to providing the City of Boynton Beach with services and solutions that include but not limited to Water Supply, Chemical Rehabilitation of wells and Repair & Installation.

Layne Christensen Co. is an Equal Opportunity Employer and a Drug Free Workplace. Please refer to our safety website, www.laynesafety.com to review our policies and our commitment to safety.

Please feel free to contact me if you have any questions, require additional information, or if I can be of any assistance.

Craig Brugger, Operations Manager Layne Christensen Company

WATER RESOURCES

5061 Luckett Rd. Fort Myers, FL 33905 | Office: 239-275-1029 | Fax: 239-275-1025 | Cell: 850-777-7512 | layne.com



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 14-Feb-17

Requesting Department: Utilities

Contact Person: Chris Roschek

Explanation for Purchase:

Layne Christensen Company has discovered scale buildup inside the deep injection well as part of their work. The scale was unforeseen and not part of the original scope of work that was Commission approved 2-7-2017. Layne Christensen recommends that we brush the well to remove the scale and perform a video survey after the brushing is completed to document that the scale has been removed. The total cost for this additional work is \$13,650 per the attached quote. Our consultant, Gerrit Bulman of CH2M Hill, recommends proceeding with this work while Layne Christensen is on site.

Recommended Vendor Layne Christensen

Dollar Amount of Purchase \$13,650.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: CHANGE ORDER No. 1

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

Fund Source for Purchase:

Utilities account no. 401-2811-536-49-17

Approvals:

Department Head

Purchasing Agent

Asst City Manager

City Manager

Date 2-15-17

Date 2/16/17

Date

Date



February 14, 2017

Leon Liberus
Chief Operator
Boynton Beach Utilities
Boynton Bch, FL

Re: - Mechanical Integrity Testing of the Class 1 Industrial Injection Well IW-1 at the City of Boynton Beach (CITY) Membrane Softening Water Treatment Plant
Proposal for brushing

Dear Mr. Liberus

Layne Christensen Company is pleased to submit the following proposal for your consideration:

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A specific brush will need to be procured and we are currently researching lead times on the proper size brush for this well. We will advise soon as we receive this information. Scheduling this activity will be dependent on brush delivery.

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Please feel free to contact me if you have any questions, require additional information, or if I can be of any assistance.

Craig Brugger, Operations Manager Layne Christensen Company

WATER RESOURCES

5061 Lockett Rd. Fort Myers, FL 33905 | Office: 239-275-1029 | Fax: 239-275-1025 | Cell: 850-777-7512 | layne.com

Roschek, Christopher

From: Alibrandi, Julianne
Sent: Tuesday, February 14, 2017 5:27 PM
To: Roschek, Christopher
Cc: Pigott, Bevis
Subject: RE: Mechanical Integrity Testing - Deep Injection Well
Attachments: Request for Purchases Over \$10,000 - Change Order.xlsx

Hi Chris,

Tim has the request for Change Order and has requested a Request for Purchase Over \$10,000. I have typed one up and if you would sign or have Colin sign and return the signed form to me. Then I can do the change order tomorrow. Thank you!



Julianne Alibrandi
Senior Buyer
Financial Services
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
☎ 561-742-6322
✉ AlibrandiJ@bbfl.us | 🌐 <http://www.boynton-beach.org/>



America's Gateway to the Gulfstream

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From: Roschek, Christopher
Sent: Tuesday, February 14, 2017 4:40 PM
To: Alibrandi, Julianne
Cc: Pigott, Bevis
Subject: Mechanical Integrity Testing - Deep Injection Well

Hello Julie,

Per our conversation, Layne Christensen Company has discovered scale buildup inside the deep injection well as part of their work. The scale was unforeseen and not part of the original scope of work. Layne Christensen recommends that we brush the well to remove the scale and perform a video survey after the brushing is completed to document that the scale has been removed. The total cost for this additional work is \$13,650 per the attached quote. Our consultant, Gerrit Bulman of CH2M Hill, recommends proceeding with this work while Layne Christensen is on site. Gerrit's email is below.

Please review and let us know if we can proceed with a Change Order for the additional services.

Thanks,
Chris



Christopher Roschek, P.E.
Engineering Division Manager
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
☎ 561-742-6413 | 📠 561-742-6298
✉ roschekc@bbfl.us | 🌐 <http://www.boynton-beach.org/>
🐦 📘

America's Gateway to the Gulfstream

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From: Gerrit.Bulman@CH2M.com [<mailto:Gerrit.Bulman@CH2M.com>]
Sent: Tuesday, February 14, 2017 4:24 PM
To: Roschek, Christopher <roschekc@bbfl.us>
Cc: Pigott, Bevis <Pigottb@bbfl.us>
Subject: IW-1 MIT -- brushing and video

Chris,

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My recommendation is to proceed with brushing while the drilling contractor is on site performing the MIT work and to run a post-brushing video to assess the results.

Gerrit

Gerrit R. Bulman, P.G.
Senior Project Manager
D 1 954 513 1509

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA
 PROCUREMENT SERVICES DEPARTMENT
 100 EAST BOYNTON BEACH BOULEVARD
 P.O. BOX 310
 BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170843
 DATE: 02/27/17

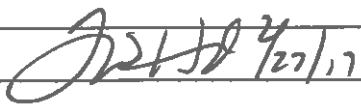
VENDOR 8794

TO: B & H PHOTO VIDEO PRO AUDIO
 420 NINTH AVE
 NEW YORK, NY 10001

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

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	3.00	EA	ARMASIGHT SPARK MULTI PURPOSE NIGHT VIS VENDOR ITEM NO.- ARNVMSPARK	455.0000	1365.00
2	2.00	EA	LEUPOLD LTO TRACKER THERMAL MONOCULR VENDOR ITEM NO.- LELTOTMMB	565.0000	1130.00
3	1.00	EA	TORREY T12 M 50 DEG FOV VENDOR ITEM NO.- TOTPT12MO3	539.0000	539.00
4	1.00	EA	TORREY T12-W 12.5 DEG FOV VENDOR ITEM NO.- TOTPT12WO5	692.0000	692.00
5	1.00	EA	SABRENT USB3 HARD DRIVE DOCK F2.5/3.5 VENDOR ITEM NO.- SADSUBLK	22.9900	22.99
6	1.00	EA	HONEYWELL DVR VENDOR ITEM NO.- HOHRGX81	269.0000	269.00
7	2.00	EA	FLIR MPX HD RECORDER 1080P VENDOR ITEM NO.- FLM3104E1	167.0000	334.00
8	1.00	EA	RECONYX CELLULAR ENABLED SM750 CAMERA VENDOR ITEM NO.- RESM750CVZN	1039.0000	1039.00
9	1.00	EA	ARMASIGHT AIM PRO ADVANCE INTEGRATED VENDOR ITEM NO.- ARAIMPAIMP	499.0000	499.00
10	1.00	EA	ARMASIGHT SPARK NVG GEN CORE NIGHT VISION VENDOR ITEM NO.- ARSNGCNVG	629.0000	629.00
11	3.00	EA	TP LINK 300 MBPS WIFI POCKET AP TV ADAPTR VENDOR ITEM NO.- TPTLWR810N	34.9900	104.97
12	3.00	EA	ASUS AC 1900 DUAL BAND WRLS GIGABIT	153.0300	459.09

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

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170843
DATE: 02/27/17

VENDOR 8794

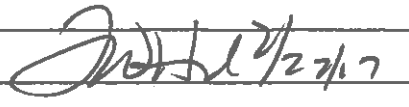
TO: B & H PHOTO VIDEO PRO AUDIO
420 NINTH AVE
NEW YORK, NY 10001

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

REQUISITION NO.	ORDERING DEPARTMENT:	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742 6310
DATE NEEDED:	BID NO:	
	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			VENDOR ITEM NO.- ASRTAC68U		
13	3.00	EA	ASSUS AC 1200 REPEATER AP MEDIA BRIDGE VENDOR ITEM NO.- ASRPAC56	95.9900	287.97
14	3.00	EA	SEAGATE ARCHIVE HDD VENDOR ITEM NO.- SEST8000AS00	259.0000	777.00
15	1.00	EA	SYNOLOGY DISKSTATION VENDOR ITEM NO.- SYDS216P11	299.9900	299.99
16	5.00	EA	D LINK HOME MYDLINK WIFI VENDOR ITEM NO.- DLDCHS150	41.1400	205.70
17	2.00	EA	ACTI 3MP ZM BX W/SPR VENDOR ITEM NO.- ACB27	480.0000	960.00
18	2.00	EA	LOREX POE MICRO PT IP CAMERA VENDOR ITEM NO.- LOLNZ3522RB	180.0000	360.00
19	1.00	EA	ACTI 5MP OD MN PTZ W/10X VENDOR ITEM NO.- ACB96A	775.0000	775.00
20	1.00	EA	VIEWZ 5.6 BLK PRO GRADE LED VENDOR ITEM NO.- VIVZ56SM	229.0000	229.00
21	3.00	EA	PANASONIC HC V380K FULL HD VENDOR ITEM NO.- PAHCV380K	277.9900	833.97

REMARKS:
UNDERCOVER EQUIPMENT
SEE ATTACHED QUOTE #652136560

PROCUREMENT SERVICES:		P.O. TOTAL:	11811.68
ACCOUNT NO. SEE BELOW	PROJECT		

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170843
DATE: 02/27/17

VENDOR 8794

TO: B & H PHOTO VIDEO PRO AUDIO
420 NINTH AVE
NEW YORK, NY 10001

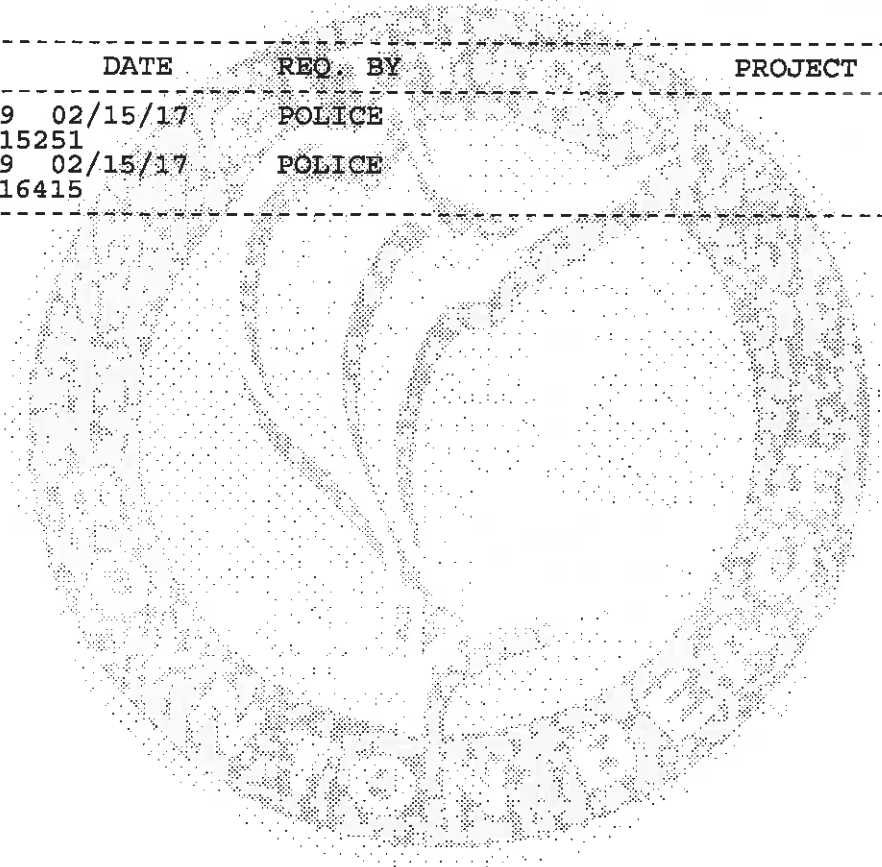
SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

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

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	--------------	--------------------------	-----------	---------------

* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000068389	02/15/17	POLICE		9997.68
00121125215251				
0000068389	02/15/17	POLICE		1814.00
00121125216415				



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

REQUISITION BY: POLICE

SHIP TO LOCATION: POLICE

PURCHASE REQUISITION NBR: 0000068389

STATUS: DEPT APPROVAL
REASON: UNDERCOVER EQUIPMENT

SUGGESTED VENDOR: 8794 B & H PHOTO VIDEO PRO AUDIO

DATE: 2/15/17
DELIVER BY DATE: 2/28/17

LINE NBR DESCRIPTION

QUANTITY UOM

UNIT COST EXTEND COST

VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
6	00121125215251	OPERATING SUPPLIES	100.00
7	00121125215251	LAW ENFORCEMENT SUPPLIES	269.00
8	00121125216415	OPERATING SUPPLIES	334.00
9	00121125215251	LAW ENFORCEMENT SUPPLIES	1039.00
10	00121125215251	OPERATING SUPPLIES	499.00
11	00121125215251	LAW ENFORCEMENT SUPPLIES	629.00
12	00121125215251	OPERATING SUPPLIES	104.97
13	00121125215251	LAW ENFORCEMENT SUPPLIES	459.09
14	00121125215251	OPERATING SUPPLIES	287.97
15	00121125215251	LAW ENFORCEMENT SUPPLIES	777.00
16	00121125215251	OPERATING SUPPLIES	299.99
17	00121125215251	LAW ENFORCEMENT SUPPLIES	205.70
18	00121125215251	OPERATING SUPPLIES	960.00
19	00121125216415	LAW ENFORCEMENT SUPPLIES	360.00
20	00121125215251	OPERATING SUPPLIES	775.00
21	00121125215251	LAW ENFORCEMENT SUPPLIES	229.00
			833.97
			11811.68

REQUISITION COMMENTS:

see attached spreadsheet for quotes

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Capt M. H. 2-15-17

[Signature]

APPROVALS

City Manager *[Signature]* Date 2/27/17

Finance Dept. *[Signature]* Date 2/24/17

Risk Manager *[Signature]* Date *[Signature]*

City Attorney *[Signature]* Date *[Signature]*

REQUISITION BY: POLICE

SHIP TO LOCATION: POLICE

PURCHASE REQUISITION NBR: 0000068389

STATUS: DEPT APPROVAL
REASON: UNDERCOVER EQUIPMENT

SUGGESTED VENDOR: 8794 B & H PHOTO VIDEO PRO AUDIO

DATE: 2/15/17
DELIVER BY DATE: 2/28/17

LINE
NBR DESCRIPTION

QUANTITY UOM

UNIT
COST EXTEND
COST

VENDOR PART NUMBER

14	SEAGATE ARCHIVE HDD COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	3.00 EA	259.0000	777.00	SEST8000A500
15	SYNOLOGY DISKSTATION COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00 EA	299.9900	299.99	SYDS216P11
16	D LINK HOME MYDLINK WIFI COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	5.00 EA	41.1400	205.70	DLDCHS150
17	ACTI 3MP ZM BX W/SPR COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	2.00 EA	480.0000	960.00	ACB27
18	LOREX POE MICRO PT IP CAMERA COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	2.00 EA	180.0000	360.00	LOLNZ3522RB
19	ACTI 5MP OD MN PTZ W/10X COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00 EA	775.0000	775.00	ACB96A
20	VIEWZ 5.6 BLK PRO GRADE LED COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00 EA	229.0000	229.00	VIVZ56SM
21	PANASONIC HC V380K FULL HD COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	3.00 EA	277.9900	833.97	PAHCV380K

REQUISITION TOTAL: 11811.68

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00121125215251	OPERATING SUPPLIES	100.00	1365.00
2	00121125215251	LAW ENFORCEMENT SUPPLIES	100.00	1130.00
3	00121125215251	OPERATING SUPPLIES	100.00	539.00
4	00121125215251	OPERATING SUPPLIES	100.00	692.00
5	00121125215251	OPERATING SUPPLIES	100.00	22.99

REQUISITION BY: POLICE
SHIP TO LOCATION: POLICE

PURCHASE REQUISITION NBR: 0000068389
STATUS: DEPT APPROVAL
REASON: UNDERCOVER EQUIPMENT
SUGGESTED VENDOR: 8794 B & H PHOTO VIDEO PRO AUDIO

DATE: 2/15/17
DELIVER BY DATE: 2/28/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ARMASIGHT SPARK MULTI PURPOSE NIGHT VIS COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	3.00	EA	455.0000	1365.00	ARNVMSPARK
2	LEUPOLD L10 TRACKER THERMAL MONOCULR COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	2.00	EA	565.0000	1130.00	LEI/TOTMMB
3	TORREY T12 M 50 DEG FOV COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	539.0000	539.00	TOTPT12MO3
4	TORREY T12-W 12.5 DEG FOV COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	692.0000	692.00	TOTPT12W05
5	SABRENT USB3 HARD DRIVE DOCK F2.5/3.5 COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	22.9900	22.99	SADSUBBLK
6	HONEYWELL DVR COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	269.0000	269.00	HOHRGX81
7	FLIR MPX HD RECORDER 1080P COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	2.00	EA	167.0000	334.00	FLM3104E1
8	RECONYX CELLULAR ENABLED SM750 CAMERA COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	1039.0000	1039.00	RESM750CVZN
9	ARMASIGHT AIM PRO ADVANCE INTEGRATED COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	499.0000	499.00	ARAIMPAIMP
10	ARMASIGHT SPARK NVG GEN CORE NIGHT VISION COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	1.00	EA	629.0000	629.00	ARNSGCNVG
11	TP LINK 300 MBPS WIFI POCKET AP TV ADAPTR COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	3.00	EA	34.9900	104.97	TPTLWR810N
12	ASUS AC 1900 DUAL BAND WRLS GIGABIT COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	3.00	EA	153.0300	459.09	ASRTAC68U
13	ASUS AC 1200 REPEATER AP MEDIA BRIDGE COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA ACCESSORIES	3.00	EA	95.9900	287.97	ASRPAC56



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 2/14/2017

Requesting Department: POLICE

Contact Person: REINHOLD/ZELLER

Explanation for Purchase:

This is for the purchase of various nightvision/thermal/optical sensors, networking components, and storage devices. These items were in the approved budget to help modernize and bring our surveillance equipment into legal compliance. These will be used in new and existing platforms for major investigations.

Recommended Vendor B&H Photo

Dollar Amount of Purchase 11,811.68

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

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

Fund Source for Purchase:

Account number 001-2112-521-5251, 001-2112-521-6415

Approvals:

Department Head [Signature]
Purchasing Agent [Signature]
Asst City Manager [Signature]
City Manager [Signature]

Date 02-21-17
Date 2/24/17
Date _____
Date 2/27/17

		B&H PRICE	SECOND QUOTE	THIRD QUOTE
A	Spark-G Core NV-M (basic)	\$ 455.00	\$ 499.00	\$ 577.49
B	Leupold LTO-Tracker Monocular	\$ 565.00	\$ 699.99	\$ 699.99
C	TP Logic T12-M	\$ 539.00	\$ 699.95	\$ 699.99
D	TP Logic T12-W	\$ 692.00	\$ 809.96	\$ 809.96
E	HDD Dock	\$ 22.99	\$ 33.99	\$ 22.98
F	HGRX 960H DVR	\$ 269.00	\$ 387.85	\$ 470.74
G	M3100E HD-CVI DVR	\$ 167.00	\$ 206.88	\$ 240.00
H	Reconyx SM750C (Vz)	\$ 1,039.00	\$ 1,199.99	\$ 1,199.98
I	NV Mount	\$ 499.00	\$ 499.00	\$ 499.00
J	Spark-G Core NV-M (head)	\$ 629.00	\$ 629.00	\$ 713.92
K	TL-WR810N Mini Router	\$ 34.99	\$ 34.99	\$ 39.99
L	Asus RT-AC68U Router	\$ 153.03	\$ 178.40	\$ 263.99
M	Repeater	\$ 95.99	\$ 122.95	\$ 118.99
N	8TB HD	\$ 259.00	\$ 299.99	\$ 270.00
O	Synology DS216	\$ 299.99	\$ 299.99	\$ 299.99
P	WiFi Motion Sensor	\$ 41.14	\$ 44.99	\$ 60.51
R	ACTi B27 3mp 12x Box Cam	\$ 480.00	\$ 569.00	\$ 587.00
T	Lorex 2.1mp Micro PT Cam	\$ 180.00	\$ 218.31	\$ 200.99
U	ACTi 5mp Mini PTZ	\$ 775.00	\$ 931.00	\$ 973.00
W	View2 5.6" LED Test Monitor	\$ 229.00	\$ 243.37	\$ 231.00
X	Panasonic HC-V380k	\$ 277.99	\$ 327.99	\$ 399.95



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

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Fax: **800-858-5517**
212-239-7759

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Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

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Prices Are Valid Until:

02/09/17

Bid No.: 652136560

Sold To: **Sweeney, Robert**
City Of Boynton Beach
100 E Boynton Beach Blvd
Po Box 310
Attn: Accounts Payable
BOYNTON BEACH, FL 33425

Ship To:
City Of Boynton Beach
100 E. Boynton Beach Blvd
Attn: Carlos Reinhold
BOYNTON BEACH, FL 33435

Bill Phone: (561)742-6076

(561)742-6100

Date	Customer Code	Terms	Salesperson	Ship Via
01/26/17	33053494	N/A	3PH	MULTIPLE
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
3	ARMASIGHT SPARK MULT-PURPOSE NIGHT VIS MONOCULAR/REG	ARNVMSPARK (NSMSPARK01C)	455.00	1,365.00
2	LEUPOLD LTO-TRACKER THERMAL MONOCULR-MATTE BLK/REG	LELTOTMMB (172830)	565.00	1,130.00
1	TORREY T12-M 50DEG FOV/30Hz FR THERMAL IMAGER/REG	TOTPT12M03 (TPT12M03)	539.00	539.00
1	TORREY T12-W 12.5DEG FOV/30Hz FR THRML IMAGER/REG	TOTPT12W05 (TPT12W05)	692.00	692.00
1	SABRENT USB3 HARD DRIVE DOCK 1/2.5/3.5" SATA/REG	SADSUBLK (DSUBLK)	22.99	22.99
1	HONEYWELL DVR/960H/8CH/240IPS/H264/1TB/REG	HOHRGX81 (HRGX81)	269.00	269.00
2	FLIR MPX HD RECORDER - 4CH 1080P 1/REG	FLM3104E1 (M3104E1)	167.00	334.00
1	RECONYX CELLULAR ENABLED SM750 CAMERA- VERIZON/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	RESM750CVZN (SM750CVZN)	1,039.00	1,039.00
1	ARMASIGHT AIM PRO ADVANCE INTEGRATED MOUNT PRO/REG	ARAIMPAIMP (ANK1000032)	499.00	499.00
1	ARMASIGHT SPARK NVG GEN CORE NIGHT VISION GOGGLE/REG	ARSNGCNVG (NSGSPARK01CC)	629.00	629.00

Continued on Next Page ...

Page 439 of 675



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

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212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporate@bhphoto.com

Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Bid No.: 652136560

Date	Customer Code	Terms	Salesperson	Ship Via	
01/26/17	33055494	N/A	Slsm	MULTIPLE	
Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
3		TP-LINK 300Mbps WI-FI POCKET/AP/TV ADAPTR/RPTR/REG	TPTLWR810N (TLWR810N)	34.99	104.97
3		ASUS AC1900 DUAL-BAND WRLS GIGABIT ROUTER/REG	ASRTAC68U (RTAC68U)	153.03	459.09
3		ASUS AC1200 REPEATER AP MEDIA BRIDGE/REG	ASRPAC56 (RPAC56)	95.99	287.97
		Manufacturer's Rebate \$10.00			
3		SEAGATE ARCHIVE HDD 8TB SATA HARD DRIVE/REG	SEST8000AS00 (ST8000AS0002)	259.00	777.00
1		SYNOLOGY DISKSTATION DS216-II/REG	SYDS216PII (DS216II)	299.99	299.99
5		D-LINK-HOME MYDLINK WI-FI MOTION SENSOR/REG	DLDCHS150 (DCHS150)	41.14	205.70
2		ACTI 3MP ZM BX w/SPR 12x F5.2-62.4/F1.8-3.0/REG	ACB27 (B27)	480.00	960.00
2		LOREX POE MICRO PT IP CAMERA 1/LNR4082C4/REG	L0LNZ3522RB (LNZ3522RB)	180.00	360.00
1		ACTI 5MP OD MN PTZ w/10x F4.9-49mm/F1.8-3.0/REG	ACB96A (B96A)	775.00	775.00
1		VIEWZ 5.6" BLK PRO-GRADE LED MONITOR/REG	VIVZ56SM (VZ56SM)	229.00	229.00
3		PANASONIC HC-V380K FULL HD CAMCORDER/REG	PAHCV380K (HCV380K)	277.99	833.97

Continued on Next Page ...

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Customer Copy

Page 2 of 3



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

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Email: Education: emailbids@bhphoto.com
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Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

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Bid No.: 652136560

Date	Customer Code	Terms	Salesperson	Ship Via
01/26/17	33055494	N/A	Slsm	MULTIPLE

Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
<p>PLEASE NOTE: -----</p> <p>*****UPCOMING SCHEDULE CHANGE *****</p> <p>We will be closed on Sunday March 12th</p> <p>We will re-open on Monday March 13th at 9:00 AM</p> <p>**** Please reference your BID number on all PO's ****</p> <p>Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.</p>				

Payment Type - NO PAYMENT TYPE SELECTED	- Amount	Sub-Total: 11,811.68
		Shipping: Free STND
		Total: 11,811.68



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Armasight Night Vision - Spark

Armasight Spark Night Vision

Armasight Spark CORE Night Vision Monocular NSMSPARK01CC1C1 w/ Free S&H

Armasight Spark CORE Night Vision Monocular NSMSPARK01CC1C1 w/ Free S&H

4.2 reviews no social comments yet
review & rate add a comment



Armasight Spark CORE Night Vision Monocular

You May Also Like

Leupold LTO-Tracker, 6x Digital Zoom Thermal Imaging Monocular, Black, 172830
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\$699.99

Carlson OPMOD DNV 1.0 Limited Edition Digital Night Vision Pocket Monocular, Black DH-300
\$495.00
\$99.99

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UPC: 818470010029

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Armasight Spark Multi-Purpose Night Vision Monocular

Catalog Item # 100586

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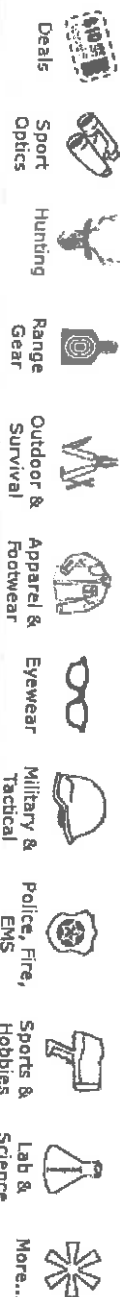
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Leupold → Thermal Imaging Leupold Thermal Imaging Monocular Sight / Hand-held Viewer w/ 6X Digital Zoom

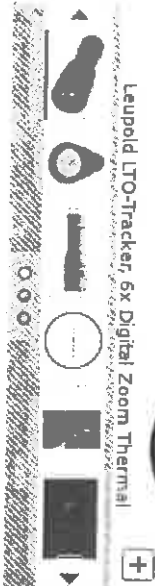
SHOP NOW

Leupold LTO Tracker Thermal Imaging Monocular Sight / Hand-held Viewer w/ 6X Digital Zoom 172830 w/ Free S&H

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no social comments yet
Review & Write
Add a comment



Leupold LTO-Tracker 6x Digital Zoom Thermal



Product Videos

2016 Holiday Tactical Gift Guide -
OpticsPlanet.com
06:25Leupold Optics - American to the
Core
01:27

Best Rated Product

Our customers have spoken – this is one of the best rated products in the Thermal Imaging Monoculars category! [See more best rated products](#)

Code: LU-HS-LTO-172830
MPN: 172830
UPC: 030317015794
~~\$999.99~~
Save 33%
\$699.99

Add to Cart

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 RFQ
 Price Match
 Deal Alert

We apologize for the inconvenience, but at this time we are unable to export this product outside of the USA.

Leupold LTO Tracker Thermal Imaging Monocular Sight / Hand-held Viewer w/ 6X Digital Zoom Product Info

The **Leupold LTO-Tracker Viewer** is new on the scene and perfect for hunters. This **Leupold Thermal Imaging Monocular** allows hunters to better understand their surroundings and in turn have more success in the field. The **172830 Leupold LTO Thermal Imaging Monocular** has amazing features that even the experienced hunter will greatly appreciate. Leupold is a leader and trend setter when it comes to thermal imaging. This **Leupold LTO Tracker Thermal Viewer 172830** comes loaded with features that include: A 21 degree field of view, thermal detection distance up to 600 yards, 6x digital zoom and much more. By using thermal imaging to search for the heat signature emitted from the body or blood of an animal, the **LTO-Tracker** improves the odds of a successful recovery. Most importantly, the **LTO-**

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Regular Price: \$699.99

Item: IK-714914

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200M IN RESET 200M OUT

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LEUPOLD

Leupold® LTO Tracker Thermal Viewer

Text Size: A A A

3 Reviews

3.7 out of 5

PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170844
DATE: 02/27/17

VENDOR 747

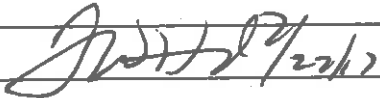
TO: CUES INC.
3600 RIO VISTA AVE
ORLANDO, FL 32805

SHIP TO:
City of Boynton Beach
EAST UTILITY ADMIN
124 E. WOOLBRIGHT ROAD
BOYNTON BEACH, FL 33435

REQUISITION NO. 68429	ORDERING DEPARTMENT: UTIL WASTEWATER HS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	MP+ PORTABLE PUSH SYSTEM	14720.0000	14720.00

REMARKS:
SOLE SOURCE VENDOR
SEE ATTACHED QUOTE

PROCUREMENT SERVICES:		P.O. TOTAL:	14720.00
ACCOUNT NO. 401-2815-536.64-02	PROJECT		

PURCHASE REQUISITION NBR: 0000068429 ✓

REQUISITION BY: UTIL WASTEWATER HS
SHIP TO LOCATION: EAST UTILITY ADMIN

STATUS: DEPT APPROVAL
REASON: THIS UNIT IS TO TV LATERAL SERVICES AND IS COMPATI
SUGGESTED VENDOR: 747 CUES INC.

DATE: 2/22/17

DELIVER BY DATE: 3/08/17

LINE
NBR DESCRIPTION

QUANTITY UOM

UNIT
COST

EXTEND
COST

VENDOR PART NUMBER

1 MP+ PORTABLE PUSH SYSTEM
COMMODITY: WATER SEWAGE TREATMENT EQ
SUBCOMMOD: SEWER INSPECTION EQUIP

1.00 EA 14720.0000 14720.00

REQUISITION TOTAL: 14720.00

ACCOUNT INFORMATION

LINE # ACCOUNT
1 40128155366402 MACHINERY AND EQUIPMENT
GENERAL EQUIPMENT

PROJECT

%
100.00

AMOUNT
14720.00

14720.00

REQUISITION COMMENTS:

compatible with our current TVing system. This
second unit is needed to be able to get twice as
much work done by breaking up the crews.

Sole source

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager JS Date 2/24/17

Finance Dept. JS Date 2/24/17

Risk Manager _____ Date _____

City Attorney _____ Date _____



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 22-Feb-17

Requesting Department: Utilities/Wastewater

Contact Person: Pat Franklin

Explanation for Purchase:

This machine will be used to TV service laterals. This is a second unit so that we can do twice the amount of work with multiple crews. This system is compatible with the current TV equipment that we currently have. The sewer system is getting older and needs more work which this machine will help us to locate the issues.

Recommended Vendor Cues, Inc.

Dollar Amount of Purchase \$14,720.00 (1)

Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☒

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

401-2815-536-64-02

Approvals:

Department Head

Date 2-23-17

Purchasing Agent

Date 2/24/17

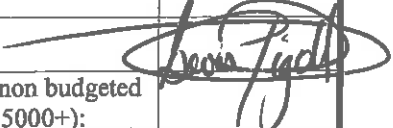
Asst City Manager

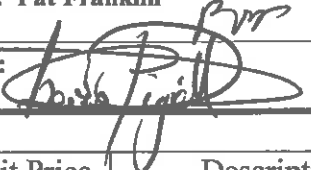
Date

City Manager

Date 2/27/17

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	2/22/2017
H.T.E. REQUISITION #	68429
Clerk:	H. Sagel
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or \$5000+):	

REASON FOR PURCHASE: This is a lateral inspection unit to be able to TV lateral services. It is compatible with our current TV truck and equipment. This will be our second unit so that we will be able to get twice the work done with multiple crews.			
Capital outlay item			
VENDOR INFORMATION:		DIVISION:	OTHER INFORMATION:
Name: Cues, Inc.	Admin. ()	Date: 2/22/2017	ASAP (x)
Address: 3600 Rio Vista Avenue	Construction ()	Date Needed: 3/8/2017	Confirm. ()
Orlando, FL 32805	Cust. Rel. ()		ASAP/Conf. ()
	Distribution ()	BACKUP DOCS. SUBMITTED:	DELIVERY:
Phone (contact): Chris Parker	Water Qual. ()	Quotes/Verbal ()	E. Admin. 40 (x)
407-446-7445	Pumping ()	Quotes/Written ()	E. WTP 41 ()
Vendor Number: 747	PWTreat. ()	Bid Docs. ()	W. WTP 42 ()
	Meter Serv. ()	Sole Source Ltr. ()	P/U 99 ()
INITIATOR: Pat Franklin	Sewage (x)	Insurance Requirements: ()	Special Instructions:
APPROVED: 	Strmwtr. ()	SNAPs/GSA/Piggy-back #:	Project Number:

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	14,720.00 ea	MP+ Portable push system	401	2815	536	64	02	14,720.00

The City of Boynton Beach



Utilities Department
124 E. Woolbright Road
Boynton Beach, Florida 33435
Phone (561) 742-6400
FAX: (561) 742-6298

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED: MP+ Portable Push System

VENDOR #1: Cues, Inc.

DATE: 2/13/2017

CONTACT PERSON: Chris Parker

PHONE NUMBER: 407-446-7445

QUOTE: \$14,720.00

VENDOR#2:

DATE:

CONTACT PERSON:

PHONE NUMBER:

QUOTE:

VENDOR #3:

DATE:

CONTACT PERSON:

PHONE NUMBER:

QUOTE:

ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO
PURCHASING DEPT.



MP+ SYSTEM BUDGETARY ESTIMATE

BOYNTON BEACH CITY OF (FL)

Patrick Franklin
FINANCE DEPARTMENT
P.O. BOX 310
BOYNTON BEACH, FL 33425
FranklinP@bbfl.us

Thank you for your time and the opportunity to provide you pricing on CUES Equipment. CUES has been in business since 1964, providing the highest quality hardware and software for all of your pipeline inspection needs. A question everyone should ask of any potential vendor is what makes us different than all the others? In this case, *Why CUES?*

- ✓ Cues, Inc. is the leading manufacturer of CCTV video equipment in the world and has been in business for over 50 years.
- ✓ The Cues Factory, Customer Support Center, and Stock Room are all centrally located in Orlando, FL.
- ✓ Loaner Equipment is Available for the Lifetime that you own Cues Products...meaning limited downtime.
- ✓ No 3rd Parties. No Dealers. We provide direct factory sales, service, and support for the lifetime of the product.
- ✓ Continued Equipment Support for years after purchase with over 175,000 Engineering Drawings on file.
- ✓ We do not "obsolete" our products after a short period meaning continued support and service for years to come.

DELIVERY TERMS	PAYMENT TERMS	EXPIRATION DATE
6 - 8 WEEKS AFTER RECEIPT OF ORDER	NET 30	120 DAYS FROM 2/13/2017
EQUIPMENT DESCRIPTION		PRICE
MP+ Portable Push System		\$14,720.00 ¹

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Parker'.

Chris Parker
Regional Sales Manager - Florida
Cell: 407.446.7445 | Office: 800.327.7791 x330
cparker@cuesinc.com



¹ This is a quotation on the components listed. Any photos or brochures are for illustration purposes only and may not accurately represent the system quoted within this document. Payment Terms of 30 DAYS NET are based on a completed credit application and approval from CUES Accounting Department. The Delivery Terms stated are based on the current production schedule as of the quote date. An updated delivery term is available upon request. Pricing does not include any applicable taxes unless otherwise stated.

COMPONENT LIST

Specifications For: **BOYNTON BEACH CITY OF (FL)**

MP+ PORTABLE PUSH SYSTEM

1 CONTROL UNIT WITH TEXT WRITING, OBSERVATION CODING, DIGITAL RECORDING AND INDUSTRIAL GRADE MONITOR IN AN INJECTION MOLDED ENCLOSURE TO INCLUDE:

- 1 8.4" industrial grade, optically bonded, sunlight viewable, monitor with anti-reflective properties and LED backlighting
- 1 Operator Interface with controls for all camera functions
- 1 Video Titling to include multiple predefined and customizable screens
- 1 Digital video recording features video recording and playback and records screenshot picture images
- 1 A USB port for transferring digital video and still images directly from the MPlus+ Control Unit to a PC
- 1 Control Unit quick bracket mount for attaching to the coiler with hands free locking
- 1 System Interface connector features Video, Audio, distance counter quadrature and 12VDC outputs and a Video input
- 1 Built-in Li-Ion Battery with advanced charging technology for 4 hours of continuous use
- 1 Universal AC power input 85-264 volt AC, 50/60 Hz, or 12 Volt DC Power Source

1 STAINLESS STEEL COILER TO INCLUDE:

- 1 Heavy 18 gauge and corrosion resistance Stainless Steel construction
- 1 Adjustable height handle for portability with cam locks and button stops
- 1 Large 10" durable wheels for portability and a balanced footprint for stability
- 1 Quick-Connect allows Control Unit mounting with 3 axes adjustability
- 1 Adjustable coiler brake
- 1 Integral distance sensor

1 100' MINI SYSTEM BLUE PUSH CABLE ASSEMBLY

- 1 Push Cable with Durable Hytrel Jacket and Advanced Fiberglass Rod

1 MP+ ACCESSORY KIT

1 HIGH POWER MINI CAMERA III W/BUILT-IN SONDE AUTO UPRIGHT

- 1 Small Diameter Solid State Color Camera (1.5" Diameter Maximum, 3.0" Length, Maximum)
- 1 NTSC Standard with Built In Lightring to Include:
- 1 Light System for 2" to 12" Pipe
- 1 Twelve (12) Solid State White LED's (Minimum)
- 1 Built In Transmitter, 512 Hz
- 1 Auto Upright Module

1 512hz LOCATOR

1 SHIPPING AND HANDLING



Sole Source Justification

Patrick Franklin
BOYNTON BEACH CITY OF (FL)
FINANCE DEPARTMENT
BOYNTON BEACH, FL 33425
561-742-6426
FranklinP@bbfl.us

I wanted to provide you with some information on why Cues, Inc. is the only manufacturer that can provide hardware, software, and service for your existing TV equipment.

Let's start with the question... **Why Cues?**

- ✓ Cues, Inc. is the leading manufacturer of CCTV video equipment in the world and has been in business for over 50 years.
- ✓ 100% American Made. All of our Engineering, Sales, Services, and Support are completed in-house, in the USA.
- ✓ The Cues Factory, Customer Support Center, and Stock Room are all centrally located in Orlando, FL.
- ✓ We carry over \$25 million in Parts and Loaner Inventory with over 98% of them shipping the same day.
- ✓ Loaner Equipment is Available for the Lifetime that you own Cues Products...meaning limited downtime.
- ✓ The **only** manufacturer who has its own Software Support Staff and solely manufactures the Granite Software Platforms.
- ✓ No 3rd Parties. No Dealers. We provide direct factory sales, service, and support for the lifetime of the product.
- ✓ Continued Equipment Support for years after purchase with over 175,000 Engineering Drawings on file.

You already own Cues TV Inspection Equipment and we are the only manufacturer that is directly compatible with your existing transporters and cameras. Other manufacture's may claim to be able to work with our existing equipment but they generally do not express the level of modification they will be performing on your existing equipment which will also void any Cues warranty.

We are sole manufacturer and supplier of OEM (Original Equipment Manufacturer) products/parts for your existing TV Equipment.

Sincerely,

Chris Parker
Regional Sales Manager – Florida
CUES, Inc.
Cell: 407.446.7445 | Office: 800.327.7791 x330
cparker@cuesinc.com

100% Full Circle Compatibility Note

CUES current cameras, lightheads, Power Control Units, Footage Systems are 100% compatible with your existing CUES TV equipment. This full circle compatibility allows older equipment to operate on newer TV systems and newer equipment to operate on older systems.

Justification

- CUES, Inc. is the sole manufacturer and supplier of OEM (*Original Equipment Manufacturer*) products/parts for your existing CUES TV equipment.
- The proposed purchase of new equipment and parts is **100% compatible** with your existing CUES TV equipment.
- CUES, Inc. is the sole manufacture of the ProData, Summit System and Granite XP video/footage capture system. CUES, Inc. has the only in-house software support team. Other products in the market are 3rd party add-on programs and offer no in house support.
- The CUES DUC, OZII and OZIII Pan/Tilt Cameras, Ultra Shorty Tractor, Pipe Ranger are solely manufactured by CUES in Orlando, Florida.
- The CUES Mini Push 2020 and MP+ Lateral Inspection units are solely manufactured by CUES in Orlando, Florida. The MiniPush translator adapter allows full interconnect to your TV unit's existing VCR, Monitor and data system.
- CUES, Inc. maintains over \$25 million dollars in parts and supplies that eliminates the need for you to have an extensive part inventory.
- The manufacturing center, customer support center and stockroom are located in Orlando, Florida.

Other manufactures may claim to have components i.e. cameras, etc. that can be modified to operate on your existing CUES system, however this may require special one of a kind cables or modifications to the internal electronics of your camera, Power Control Unit, etc. Any modification to the system's electronics voids the manufactures warranty and the life-time loaner policy.

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170845
DATE: 02/27/17

VENDOR 16494

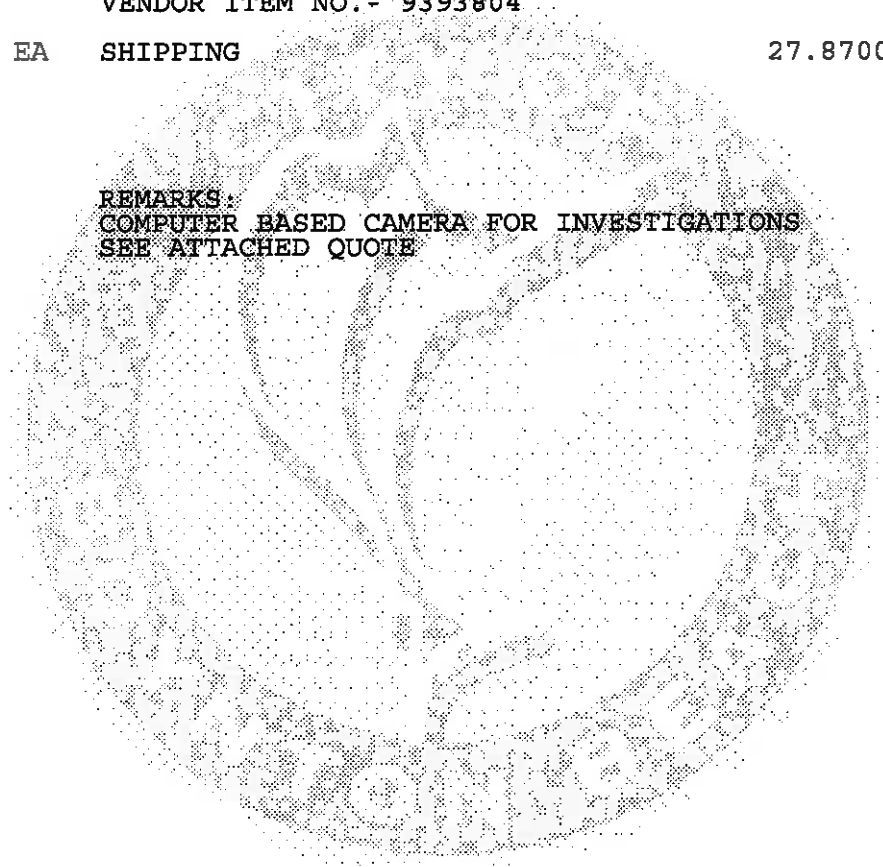
TO: NEOBITS, INC.
AVAMI SYSTEM INC.
505 W. OLIVE AVE.
STE 315
SUNNYVALE, CA 94086

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

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	5.00	EA	AXIS COMMUNICATIONS 9902B001 CANON VB H43 2.1 VENDOR ITEM NO.- 9393804	2122.4500	10612.25
2	1.00	EA	SHIPPING	27.8700	27.87

REMARKS:
COMPUTER BASED CAMERA FOR INVESTIGATIONS
SEE ATTACHED QUOTE



PROCUREMENT SERVICES:	<i>John 2/27/17</i>	P.O. TOTAL:	10640.12
ACCOUNT NO. SEE BELOW	PROJECT		

PURCHASE ORDER CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170845
DATE: 02/27/17

VENDOR 16494

TO: NEOBITS, INC.
AVAMI SYSTEM INC.
505 W. OLIVE AVE.
STE 315
SUNNYVALE, CA 94086

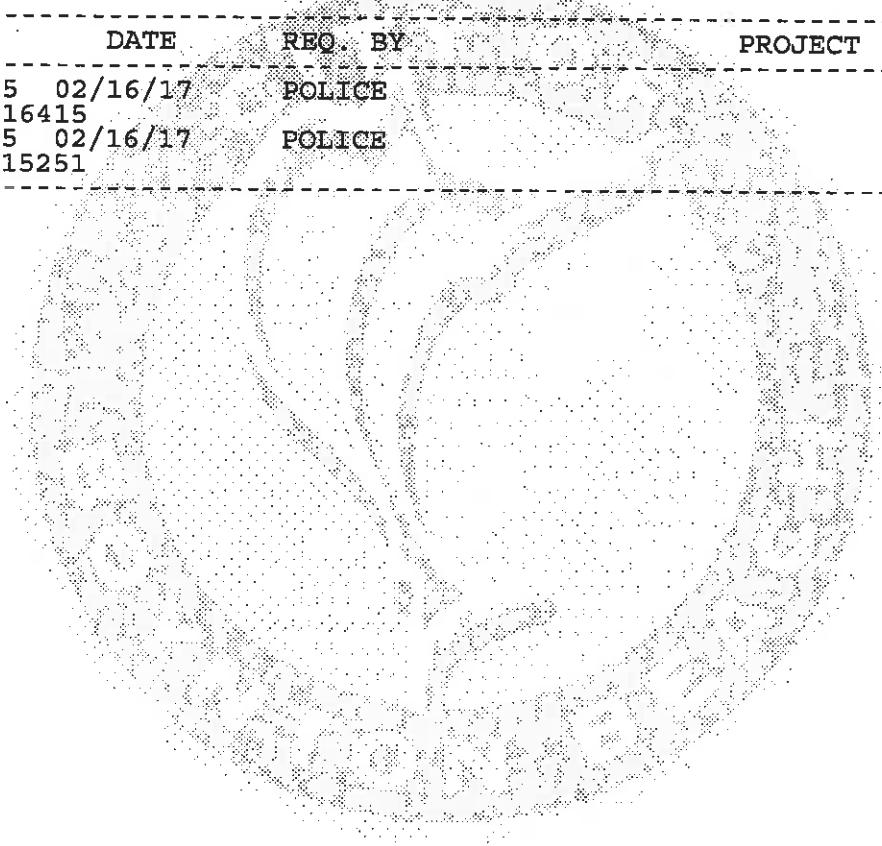
SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
100 E. BOYNTON BCH. BLVD.
BOYNTON BEACH, FL 33435

REQUISITION NO.	ORDERING DEPARTMENT:	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
-------	----------	-----	--------------------------	-----------	------------------

* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR *

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000068395	02/16/17	POLICE		10612.25
00121125216415				
0000068395	02/16/17	POLICE		27.87
00121125215251				



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

PURCHASE REQUISITION NBR: 0000068395

REQUISITION BY: POLICE
SHIP TO LOCATION: POLICE

STATUS: DEPT APPROVAL
REASON: COMPUTER BASED CAMERA FOR INVESTIGATIONS
SUGGESTED VENDOR: 16494 NEOBITS, INC.

LINE NBR DESCRIPTION

DATE: 2/16/17
DELIVER BY DATE: 2/28/17

LINE	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AXIS COMMUNICATIONS 9902B001 CANON VB H43 2.1 COMMODITY: OFFICE SUPPLIES, GENERAL SUBCOMMOD: COMPUTER ACCESSORIES	5.00 EA	2122.4500	10612.25	9393804
2	SHIPPING COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	1.00 EA	27.8700	27.87	

REQUISITION TOTAL: 10640.12

REQUISITION QUOTES

VENDOR NAME
NEOBITS
NEUTRONUSA
NEXTWAREHOUSE

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00121125216415	MACHINERY AND EQUIPMENT	10640.1200
2	00121125215251	COMPUTER EQUIPMENT OPERATING SUPPLIES LAW ENFORCEMENT SUPPLIES	11526.4000 11210.8000 27.87

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 2/27/17
Finance Dept. [Signature] Date 2/21/17
Risk Manager [Signature] Date 2/21/17
City Attorney [Signature] Date 2/21/17

[Signature]



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 2/14/2017

Requesting Department: POLICE

Contact Person: REINHOLD/ZELLER

Explanation for Purchase:

This is for the purchase of 5 new computer based camera's. These camera's will replace old outdated models for multiple investigative surveillance platforms.

Recommended Vendor NEOBITS

Dollar Amount of Purchase 10,640.12

Source for Purchase (check and attach backup materials):

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: _____

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

Fund Source for Purchase:

001-2112-521-6415

Approvals:

Department Head

Date 02-21-17

Purchasing Agent

Date 2/24/17

Asst City Manager

Date _____

City Manager

Date 2/27/17



Neobits, Inc.
505 W Olive Ave, Suite 315
Sunnyvale, CA 94086
1-866-636-2487 (1-408-530-0063)
<http://www.neobits.com>

Quotation

Billing Address

Carlos Reinhold
Boynton Beach Police Department
100 E. Boynton Beach Blvd
Boynton Beach
FL 33435

Shipping Address

Carlos Reinhold
Boynton Beach Police Department

Quotation Date

02/07/2017

Quote Number

NQ46136

Prepared By

Rou Mahoney
rmahoney@neobits.com
408-530-0063 x130

Valid Until

03/09/2017

Payment Terms

Prepaid

Contact

reinholdc@bbfl.us
561-329-3007

Quantity	Item #	Product Description	List	Discount	Unit	Total
5	<u>9393804</u>	Axis Communication - 9902B001 - Canon VB-H43 2.1 Megapixel Network Camera - 1 Pack - Color, Monochrome - H.264 - 1920 x 1080 - 4.70 mm - 94 mm - 20x Optical - CMOS - Cable - Dome, Ceiling Mount, Wall Mount	\$2,349.35	\$226.90	\$2,122.45	\$10,612.25
Subtotal						\$10,612.25
Sales tax						\$0.00
Shipping						\$27.87
Grand Total						\$10,640.12

Note: 1 - Item Availability to be provided

2 - Ground Shipping

Terms & Conditions

Thank you for the opportunity to provide this quotation. This quote is provided on a confidential basis, and is intended only for the recipient organization named above. The document may not be forwarded to third parties without prior written permission of the sender. This transaction is subject to Neobits, Inc. sales terms and conditions published on our website at <http://www.neobits.com>. Please reference the Quote Number when placing your order or remitting payment.

The information provided herein constitutes estimated pricing for materials only and a best-effort system design based solely on the specifications and product requirements you provided. Neobits does not represent or warrant that (i) the products and equipment set forth herein constitute a complete system, (ii) all such products and equipment will work together or appropriately in your application or (iii) that any or all of the products, equipment or systems will comply with any codes or laws. Additional products, equipment and/or services at an additional cost may be required to complete a system for your application. You are strongly advised to ensure that the quoted products or system is in compliance with your local law and codes. Nothing contained herein shall cause Neobits to incur any liability for system design, functionality, installation or integration, except as specifically set forth on Neobits' terms and conditions of sale. Wire gauge, quantity of cable and connectors, standby battery sizes and necessary quantities, if included, are estimates only and your actual requirements may vary based upon your installation procedure. Aggregate pricing for product set forth in this quote shall only be valid for 30 days from the date, except for special order products or products with volatile prices. Quotes on products with volatile market prices are good for 24 hours from date of quote. Pricing for special order products may vary based upon vendor pricing at the time of your order. Fulfillment is subject to product availability at the time of order. Additional taxes and shipping surcharges may apply. This quote may be based on or include equipment that may not have the same appearance or functions as items in your specification. Surge protection or UPS systems may be required to ensure warranty coverage. Standard manufacturer's warranties and disclaimers apply to each product and Neobits makes no product warranties herein; you are directed to contact each manufacturer for further information or technical support. Please confirm availability and pricing for the products set forth in this proposal with your sales rep.

CANON - 98028001 (VIEW ITEM) (2532973)

Canon VB-H43 2.1 Megapixel Network Camera - 1 Pack - Color, Monochrome - H.264 - 1920 x 1080 - 4.70 mm - 94 mm - 20x Optical - CMOS - Cable - Dome, Ceiling Mount, Wall Mount



Stock Price	Special Order, Ready to Order	Volume Pricing
Stock	Order	QTY Unit Price
Free Shipping for Contiguous 48 states	Quantity: 11 Add to Cart	1 or more \$2,305.28
Check other service levels		
Sales tax will be collected for PA, TN customers.		

Get notified when this product becomes available

Complete CANON Products

Overview

Marketing Information:

Superior image quality and best-in-class optics

Protect and monitor your site in Full HD with superior image quality, utilising Canon DIGIC DV III image processor. The VB-H43 features a powerful 20x optical zoom lens with 12x digital zoom delivering a total of 240x zoom. The lens delivers 60.4° wide angle of view (at wide end) and fast autofocus. Pan, tilt and zoom remotely to enjoy up to Full HD video resolution with excellent low-light performance.

Powerful video performance

Canon DIGIC NET II network processor features an H.264 encoder, which creates both high-quality and high-compression video. Meanwhile, enhanced noise reduction (NR) control and colour reproduction gives you visible colour even in low-light conditions. Auto Smart Shade Control (Auto-SSC) improves visibility of foreground objects in bright backlit scenes. Class-leading low-light capabilities and True Day/Night operation ensures great results in a range of environments.

Intelligent and security focussed

Intelligent Functions help operators to identify alarming situations, by analysing differences between different areas. It is possible to use up to 15 functions in parallel on one camera. A choice of six different Intelligent Functions includes Moving Object Detection, Abandoned Object Detection, Removed Object Detection, Camera Tampering Detection, Passing Detection and Volume Detection. Detected activity can be set to activate recording, uploading images to a server or sending an email notification. By using an SD card you can retain and review alarm recorded footage without the content being first downloaded to a PC. SSL/TLS encryption ensures a secure connection between the camera and server.

Enhanced compatibility and convenience

Compliance with the latest ONVIF v2.4 Profile S makes it convenient to create a solution with ONVIF-compliant video management software. Canon also supports seamless integration through the use of the Canon network camera SDK and HTTP protocol specification.

Easy and flexible installation

The camera can be deployed in multiple indoor and outdoor applications by installing it using a variety of optional housings or mounting brackets for indoor or outdoor use. The camera is also compatible with a range of optional accessories.

Consumer Electronics

Cameras & Optics

Surveillance Network Cameras

CANON CANON NETWORK CAMERA VB-H43

Alt Part Number: 9902B001

Item #: 2479256



Image may not reflect the actual item.

Overview

Similar/Related

More Images

Superior image quality and best-in-class optics

Protect and monitor your site in Full HD with superior image quality, utilizing Canon DIGIC DV III image processor. The VB-H43 features a powerful 20x optical zoom lens with 12x digital zoom delivering a total of 240x zoom. The lens delivers 60.4° wide angle of view (at wide end) and fast autofocus. Pan, tilt and zoom remotely to enjoy up to Full HD video resolution with excellent low-light performance.

Price: ~~\$2,242.16~~ Free Shipping

Quantity: 1

Add to Cart

Special Order. Ready to Order

Live Inventory Update

Sales Tax in CA, MA, TN

VISA

MasterCard

PayPal

PO and Wire



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Approve the minutes from the Regular City Commission meeting held on March 6, 2017.

EXPLANATION OF REQUEST:

The City Commission met on March 6, 2017 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: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Minutes	Minutes 03-06-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/16/2017 - 3:48 PM

Finance
City Manager

Howard, Tim
LaVerriere, Lori

Approved
Approved

3/16/2017 - 3:48 PM
3/17/2017 - 9:59 AM

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON MONDAY
MARCH 6, 2017, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL
100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA**

PRESENT:

Steven B. Grant, Mayor
Mack McCray, Vice Mayor
Justin Katz, Commissioner
Christina Romelus, Commissioner
Joe Casello, Commissioner

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

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

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

Invocation by Vice Mayor McCray

Pledge of Allegiance to the Flag led by Commissioner Christina Romelus

Mayor Grant led the Pledge of Allegiance to the Flag.

Roll Call

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

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant added 13. C., Letter to the State of Florida Auditor General regarding the Quantum Park Overlay District.

2. Adoption

Motion

Vice Mayor McCray moved to approve the agenda as amended. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Katz disclosed he spoke with Bonnie Miskel regarding a potential Wawa store in Boynton Beach and spoke with Andre Park, a legal representative regarding the Olen Group associated with activities in the Quantum Park Overlay Dependent District and representatives from Isram Realty regarding the Riverwalk development.

Vice Mayor McCray congratulated Chief Katz on his marriage. He attended the 6th awards celebration for the Boynton Beach Wildcats event. It was well attended and he thanked Mr. Byrd for his dedication.

Mayor Grant announced he attended the City Age Conference on February 22nd and 23rd. It was a good conference and attendees from around the country spoke about issues affecting cities such as population growth, climate change, economics and he met the Orlando Sustainable Coordinator who had great things to discuss which could be heard at the next budget meeting. He spoke at the Lantana Rotary and the Junior League Legislative Breakfast, attended the General Employees Public Pension which did well earning a 12.6% return for 2016. He met with e-Development, and attended Crosspointe Elementary School to read on Dr. Suess Day. He attended the CRA Movies in the Park featuring *Willie Wonka and the Chocolate Factory* and had a surprise party, in honor of his birthday, for all that attended. He attended the Community Caring Center 5K event, receiving a participation medal and he volunteered to be in the dunk tank, raising over \$100. He noted Human Resources has some good throwers, but not so much the Fire Department. Earlier in the day he attended the Spanish Bar Association Luncheon and met with a special agent and the State Attorney on human trafficking. He clarified human trafficking is not only human smuggling, it is exploitation which could encompass prostitution, labor or services that people are not getting paid. He urged anyone with information of this nature to report it to the police. Earlier today he had his Town Hall meeting which went very well. The next Town Hall meeting will be April 3rd.

Commissioner Romelus attended the E. Boynton Wildcats 6th Annual Awards ceremonies and thought it was great to see youth awarded for their efforts. She attended the opening of the Ballpark of the Palm Beaches and was part of the festivities for the Investiture of the 5th President of Palm Beach State College, Dr. Ava El Parker who has been officially inaugurated. She noted she had obtained a \$1 million grant which was given to the school and she is the first woman President there. She wished Mayor Grant a happy birthday and announced she and Chair Grant will be traveling to Tallahassee for Palm Beach County days. Session will be a little scary, and she urged diligence and perseverance on important issues.

Commissioner Casello recognized a sign language interpreter present at the meeting for the first time and he commended staff for providing the service and commended

deaf and hearing impaired attendees for attending. He thanked Debby Majors. He is the City's representative to the League of Cities, serving on the Board of Directors, and he attended the Directors meeting on the 22nd, and he attended the E. Boynton Wildcats 6th award ceremony. He noted the organization is more than just football, it is about mentoring youth. There is also a girls cheerleading squad. He commented before youth can apply to the program, they must bring their report cards and thought it was a great thing. He commended Mike Byrd and his staff. He was unable to attend the 4th annual Community Caring Center Hunger Walk and Run. He participates each year, but had a foot injury. He announced his wife is on the Board of Directors for the Community Caring Center and she advised the event was a success. He congratulated Chief Katz on his nuptials.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Announce the following:

Mayor Grant read the following:

- Municipal Election for District II Seat - Tuesday, March 14, 2017, 7:00AM - 7:00PM.
- The Greater Boynton Beach Chamber of Commerce hosting Candidates Forum for City Commission District II - Wednesday, March 8, 2017, 6:30PM - 8:00PM, Boynton Beach Library Program Room.
- Boynton Beach Coalition of Clergy & Black Votes Matter hosting Candidates Forum for City Commission District II - Thursday, March 9, 2017, 6:30PM - 8:00PM, New Disciples Worship Center, 239 NE 12th Avenue, Boynton Beach.

Flyers available in back of Commission Chambers.

- #### **B. Announce Boynton Beach CRA's Blarney Bash will be Friday, March 17, 2017 from 6:00PM - 10:00PM, 129 E. Ocean Avenue. Live Music, Kid's Activities, Food & Cocktails, Craft Beer, Family Fun and More.**

Mayor Grant announced this is the third year of the event and the first time it is on St. Patrick's Day. He requested all to spread the word Boynton Beach is the place to be for St. Patrick's Day.

- #### **C. Announce Career Expo at Carolyn Sims Center, Thursday, March 23, 2017 from 8:30a.m. - 12:00p.m. sponsored by the CRA, City of Boynton Beach and CareerSource.**

- D. Announce Let's Move BOYNTON, part of the Palm Healthcare Foundation's fourth annual Let's Move! Commit to Change Challenge. The challenge began March 1st and ends at midnight on March 31st.

Cici Messon, Human Resource Administrator, announced the 5th Annual Let's Move Commit to Change event and advised last year, Boynton Beach was one of four cities in Palm Beach County to receive a gold medal as Let's Move participants logged more than one million minutes. She urged all to participate in the campaign and beat last year's record. Staff put together a calendar of activities for the program which runs from March 1st through to March 31st and the public can walk to the beach each Wednesday. Those interested should meet by the Police Department at noon to 1 p.m., or 2 p.m. to participate in the walk. They can log 30 minutes of sustained minutes on the Team Boynton/Healthier Boynton Beach website. There are other activities planned such as partnering with P2P and other organizations and are reaching out to the community. She commented they are giving out tee-shirts. Mayor Grant noted he did not see anyone on the Commission at the 5K Community Caring Center event and he issued a challenge to the Commission he will get more minutes than the other four combined. If he loses, he will provide lunch at the Sailfish Café, and if he wins, they can chip in for a meal at Sailfish.

Vice Mayor McCray announced he participated in the event last year and it took him three days to recoup. Commissioner Romelus accepted the challenge.

- E. Proclaim March 11, 2017 as Sigma Gamma Rho Sorority Youth Day
Octavia Sherrod will be present to accept the proclamation.

Mayor Grant read the Proclamation. Present to accept the award was Octavia Sherrod, Manager, Community Improvement.

- F. Proclaim, March 22, 2017 as All People's Day.

Mayor Grant read the proclamation. No one was present to accept the award.

- G. Presentation by Library staff about departmental operations.

Craig Clark, Library Director and Jeanne Taylor, Division Head in charge of Customer Services, were present. Mr. Clark reviewed his presentation noting the Library enhances life-long learning. He thanked the staff and announced in 2015/2016 the Library had over 274K visitors, over 176K online visitor, 285K items were borrowed, 515 programs for adult children and teens and over 10K people attending the program. Total volunteer hours by the Friends of the Library, including the teen volunteer program during the summer.(not a sentence) There are about 25 to 30 friend volunteers working in the bookstore and during the summer have about 8 to 10 teens working in the bookstore. Their signature programs include the Brown Bag series, What's on Wednesday, Writer's Corner, movies and documentaries, family fall festival and winter

holiday open houses and literacy based programs, offering many reading clubs and participating in Read for the Record, which the City has been a champion for the last three years.

The Library offers various technology to patrons and has various computers for adults, teens and young children, a virtual teen lab to make music and a video which is well used. There are Nooks and iPads for checkout and librarians with research expertise. There were handout promoting the Library's free data bases and the Library's quiet study rooms are always full, and they will be looking for more space for that.

The Library has local history and archives and is digitizing historical newspapers from 1920 and currently up to 1975. Oral histories were digitized dating back into the 1970s originally recorded on real to real tapes and some cassette tapes. The Library curates special collections including the Boynton Women's Club, assists with historical research and is working on projects to digitize Boynton Beach and Atlantic High School yearbooks and have been sending them to the Oklahoma detention system who digitizes them for free. Vice Mayor McCray asked if they were digitizing Seacrest High School yearbooks and learned they have not as they do not have any, but would. He provided a list of the Library's digital collections noting they have many free and valuable information available, ebooks, streaming music and downloads, foreign language, career and job resources and a lot of small business resources. The Library launched a new online data base called Florida Legal forms and has many STEM related kids and teen programs in addition to how to be a responsible baby sitter, there are maker labs, 3D printings and all kinds of different science and craft programs.

An career online high school is available in addition to the summer reading club and other summer youth programs. They are applying for a state grant to digitize the Lake Worth Herald in partnership with the Lake Worth Public Library and the Lake Worth Herald as the newspaper goes back to 1912 and contains a lot of Boynton's news was part of the Lake Worth Herald and a lot of valuable information.

The Literacy Coalition of Palm Beach County Americorp program provides afterschool homework help for the last six years. The Library offers free college prep for high school students and they have a teen group discussing stresses in a peer-to-peer atmosphere and English as a second language classes.

The Boynton Beach Public Library reciprocates with other public and academic libraries, under a program formerly known as Southeast Florida Library Information Network as (SEFLIN) Sunshine Library Card, now known as the SEFLIN One Card Program of which the Library is a member and Mr. Clark serves on the Board. Anyone with a Boynton Beach City library card can sign up for the SEFLIN One Card, thereby providing City citizens with access to other libraries and learning institutions such as Palm Beach State College, Nova Southeastern University, Broward State College. St. Thomas University and others. Residents can visit their libraries and sign up for a card and borrow from them.

Jeanne Taylor, explained the Career Online High School is a program for adults to obtain an accredited high school diploma and not a GED program and a career certificate. The program is free and funded through the Florida State Library and they request students be dedicated to their educational pursuits. It requires a two-week prerequisite class that provides a preview of what the classes will be like and if they can keep pace with the program. There are currently seven students and they have their first graduate who has already enrolled in college classes. More scholarships are available and they are urging other libraries to continue funding the program in future years.

Ms. Taylor announced Select Reads making it easier to find books one likes and their new book alerts, author spotlights and new letters to spotlight new books received. If a reader prefers mystery thrillers, they can subscribe for what new mystery thrillers are received and the reader receives an email alert that is connected to the library catalogue where the reader can put the book on hold. The Edge Assessment tool is an amenity libraries used to evaluate technology services and measure public access. It identifies benchmarks and indicators to help plan technology services that meet public need. In the first year of identifying the tool, staff identified 20 action technology items that would add value to the community. Of the 20 items, 16 are in progress or completed and staff intends to use the tool for strategic planning of ongoing technology services and future offerings of anything else to help those in the community.

Project outcome is a new tool libraries are adopting to understand and analyze the impact and services of the programs they offer. The Library just began using this tool and provides surveys that are simple and easy to use which is being used with computer classes offered in the Library, which they started offering in February and will offer again in March. The Library has a lot of value in the community, and from a taxpayer return on investment study in Florida, they have learned for every dollar invested in public libraries, \$10.18 is provided in economic return and for the City Library, the \$2.2 million budget returns nearly \$23 million in an economic return for the community.

Mr. Clark noted future programs include a workshop how to start a small business in Boynton Beach by partnering with the City Development Department, the CRA and SCORE and offer a first time homebuyer workshop partnering with the Urban League of Palm Beach County. Staff was looking to create a new maker's space in the Library in a few years, where citizens can make prototypes, robots and others. He, Ms. Taylor and Ms. Watts were researching the options for a maker's space and will then assemble a citizen group to determine what would be best for the program. The Boynton Beach City Library Friends give donated books to the Veterans Medical Center and the Palm Beach County jail for inmates to read, and also offer the opportunity for the public to write notes to forgotten soldiers. They hold a Food for Fines Drive in November and for each can of food of non-perishable food donated, the late fine is reduced by \$1 which is donated to the Community Caring Center. The Library also holds a toy drive for the

Community Caring Center. He invited all to visit the new Sailfish Café, run by the Community Caring Center and the food is really good. The Library values its volunteers, Library Advisory Board, Friends of the Boynton Beach City Library and Library Quilters. He is also proud of four young people who grew up using the Library and proud to hire them which he recognized, noting three of the four hired have moved up to higher paying positions and are all in college.

Vice Mayor McCray asked if the Library partnered with the Palm Beach County Library on book returns and learned the City has a delivery service. If someone drops a City Book off at a County Library, they will send it to the City and vice (check spelling)versa.

Commissioner Casello asked about the quilters and learned they meet every Thursday morning and the quilts are for sale. The quilters have been here a long-long time, they do wonderful work, make the quilts and all money is donated back to the Library. Mayor Grant noted he will be speaking at the Library on Monday at noon for the brown bag series about his trip to Taiwan. What's on Wednesday is offered as well as health programs, authors and other great programing. He invited all to take a monthly calendar on the back table containing information on free data bases and several flyers.

H. Video of the International Kinetic Art Exhibit and Symposium Event of February 3-5, 2017.

Ms. Coles-Dobay, Public Art Manager, presented a video on the International Kinetic Art and Symposium event held February 3rd to the 5th(be consistent) explaining art and technology collided to create kinetic art powered by solar, wind, light, robotics, sound, water, gravity and other elements. The City Commission viewed a video and learned the event included more than 75 kinetic artworks, interactive installations and community projects. Thirty-eight local, national and international artists participated and tours were conducted for special interest groups including hearing and visually impaired. Presentations and lectures regarding kinetic art were held and attendance was estimated to be between 2,000 and 3,000 thousand people over the weekend. The event was funded by the City, CRA, Avenue of the Arts and developers.

She gave special thanks to the City Commission, CRA, Arts Commission and CRA and City staff for their help and all the volunteers. She noted the video is on the www.intlkineticartevent.org website.

Commissioner Casello asked if there was an increase in artists that participated and learned there had been. Ms. Coles-Dobay noted in addition to the weekend attendees, there are tours given all year long for the art that is displayed on the Avenue of the Arts.

Vice Mayor McCray met an artist from Europe who never heard of Boynton Beach until this event and was informed Ms. Coles-Dobay was the bomb.

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)

Valerie McKinley, 1402 S. Seacrest Boulevard, commented they just had a deadly car accident on Seacrest and she requested dropping the speed from 30 to 35 mph as speed played a role in the man crossing the street not making it to the other side. She wanted to know how can she go further with making this happen. She was aware it is a county road

Jeff Livergood, Director Public Works and Engineering, explained Seacrest Boulevard is a County highway and the County engineering staff develops and establishes the speed zones. City staff can make the request the County change the speed limit. Typically accidents are not a driver in changing the speed limits, but they will look at the accident history to determine if speed was a contributing factor to any of them and to determine if the best solution is to use additional police enforcement to obtain motorist compliance with the speed zones, or if a reduction in speed is required. It is a Palm Beach County engineering staff decision, not the City, but he agreed to speak with the County traffic engineering staff.

Ms. McKinley thought the City should start with police policing the speed with the posted signs. She advised the accident occurred at 3:40 p.m. on Sunday. Commissioner Romelus was unsure of the details, but noted Seacrest and the intersections on Seacrest have been a concern to her. She had worked with Mr. Livergood to obtain crosswalk signs and markings placed at Ocean and Seacrest. They petitioned the County for them and it was approved and installed. It is a heavily used intersection and pedestrians cross there, so motorists should be mindful. The City plans to continue working to improve the safety for the citizens of the area. Commissioner Casello asked if electronic signs monitoring speed could be used and commented they would ask for a greater police presence during certain hours to ensure the speed limit is observed. Ms. McKinley advised the community will keep an eye out.

Tina Sherman, 139 SE 9th Avenue, announced she lost her friend Timothy Baxter on Seacrest. He was an icon and artificial mayor of Boynton Beach. Mr. Baxter was mentally challenged, but he lived on his own and he would always wait for 10 minutes for cars to pass and tell them to go. Social media reached out to her as his friend and neighbor and commented they always see him waving cars to go. He made it three quarters of the way across the road. The skid marks on the road are over 100 feet long. She thought speed was a factor. Living where the accident happened, they are aware of the speeding occurring all day long and she was thankful it was not a school afternoon. She advised a lot of the children do not use the crosswalks and in the morning, the children are throwing footballs and running onto Seacrest, when cars are flying down the road. Anything else the City could do would be appreciated and all the police knew him. They lost a great member of the community.

Jill Clemons, 113 SE 8th Avenue, explained Timmy Baxter is not the first person to be hit and killed in that area of Seacrest. She agreed with the prior comments made about the school children and many people do not slow to the 20 mph school requirement. This is an ongoing issue and she was rear ended turning onto her street by someone who was travelling above the speed limit. She requested if there is something they can do, they do it as it would be appreciated.

LaBeau Kpadenou, 2695 Eden Drive, Lake Worth, was asked to speak to the Commission regarding the proposed Ordinance regarding a moratorium on dispensing medical cannabis. Mr. Kpadenou was advised he could speak to the item when it was heard.

Susan Oyer, 140 SE 27th Way, thanked the City Commission and advised she was teaching a chapter on local government in school, and two people from Delray Beach and Boca Raton spoke to her class. She noted 11 people from Boynton Beach showed up. She thanked the CRA, Ms. LaVerriere and several staff including the Police and Fire Chiefs for attending as her students were thrilled. She distributed an article on millennials and a report in Florida Trend Magazine, and an article on a parking garage in Miami encased in greenery, which she supported. She noted a story in the Sunday papers about smartphone zombies and putting LED strips on the ground to alert pedestrians they are at the end of the sidewalk as they are not paying attention to where they are going that will indicate if they are approaching a green or red intersection as they are looking down. She thought this was of interest as the City redevelops Town Square and Boynton Beach Boulevard and in light of the prior speakers' comments. There is information about trees and the importance of green space. She reminded all Earth Day was approaching and the City should plant more trees as the City is part of the Tree City USA program and the City should green itself up.

No one else coming forward, public comments was closed.

5. ADMINISTRATIVE

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

Arts Commission: 1 Alt

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

Library Bd: 1 Reg and 2 Alts

Motion

Commissioner Katz nominated John Walter as a regular on the Library Board. Vice Mayor McCray seconded the nomination.

Vote

The motion unanimously passed.

Recreation & Parks Bd: 2 Alts

Senior Advisory Bd: 1 Reg and 2 Alts

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

- A. **PROPOSED RESOLUTION NO. R17-024** - Authorize the City Manager to sign an interlocal agreement between Palm Beach County and the City of Boynton Beach for the reimbursement of emergency medical services grant equipment. The purchase will be reporting tablets and protective cases from Strictly-Tech of Fort Lauderdale, FL as per the recently awarded Palm Beach County Emergency Management (PBCEM) Emergency Medical Services grant for 2017 for an expenditure of \$9,454.08 and not to exceed \$10,000.

(Change margins of items to be the same)

- B. **PROPOSED RESOLUTION NO. R17-025** - Authorize City Manager to sign any required documents related to applying for a planning grant with the South Florida Transit Oriented Development (SFTOD) Grant Program and authorize the Mayor to provide a letter of support for the grant application.

- C. Approve the purchase of a new Blue Bird 77 Type C bus for the Recreation & Parks Department at a cost of \$96,887 from the Florida Transportation Systems, Inc. of Tampa, FL. utilizing the Florida Department of Education School Bus Bid #2016-01. The Florida Department of Education's bid satisfies the City's competitive bid requirements.

Vice Chair McCray pulled this item and commented he was glad the City was buying a new bus. The City lost many of the E. Boynton Wildcats players to Delray Beach because they do not have transportation. The E. Boynton Wildcats can use the bus for some of their trips provided they hold a fundraiser once a year. He favored the purchase.

Motion

Vice Mayor McCray moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

- D. The Recreation & Parks Advisory Board reviewed the proposal and recommend renaming Boynton Village Dog Park in honor of Boynton Beach Police Officer Joe Crowder.
- E. Approve utilizing Palm Beach County Term Contract #12039 with Southeast Truck Specialist, Inc. of Pompano Beach, FL for truck repairs and painting of large trucks for an estimated amount of \$35,000. Palm Beach County's procurement process satisfies the City's competitive bid requirements.
- F. Approve the attach list of Vehicles/Equipment submitted by Public Works/Fleet Maintenance as surplus and approve the City utilizing govedeals.com as the auction process.
- G. Approve the minutes from the Regular City Commission meeting held on February 21, 2017.

Motion

Commissioner Katz moved to approve the Consent Agenda. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

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

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. 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.

10. CITY MANAGER'S REPORT - None

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS

- A. **PROPOSED RESOLUTION NO. R17-026** - Supporting the combined efforts of the United States Center for Disease Control and Prevention and the Department of Justice in reducing the number of Opioid prescriptions and ensuring safe drug disposal.

Sharon Burns Carter, Southeast Florida Recovery Advocates, thanked the City Commission for their efforts and accomplishments regarding substance use disorder and for the lives affected by the opioid epidemic. The proclamation last summer recognizing National Overdose Awareness Day was appreciated. The Police and Fire Department first responders continue to interrupt the deaths of many people and bring them home to their family for recovery. Many accidental overdoses from opioids are the result of overprescribing. Many medications do not need to be abused in order for an addiction to form. The prescriptions wind up on the streets and are sold illicitly. This resolution is another area they are trying to address, and the Department of Justice supports it and requested they implement the prescription drug monitoring program or PDMP. The Center for Disease Control outlined guidelines and she asked the City Commission support the resolution so they can show the City's support in Tallahassee. The Surgeon General has sent a letter to every physician in the country advising them of the guidelines and the potential lethal nature of prescribing opiates when not indicated. Ft. Lauderdale, Coconut Creek, Delray Beach, Oakland Park, Pompano Beach, Coral Springs, Pembroke Pines, Margate and Dania Beach have supported the resolution. West Palm Beach was anticipated to endorse it at their next meeting. County Commissioner Melissa McKinley will be heard by the League of Cities and County and expects it will move forward. All agree they must do all they can to help those who are struggling. Southeast Florida Recovery Advocates thanked the City Commission for its support.

Mayor Grant noted the Police Department has a prescription drop off, as one should not throw prescriptions away or flush them. Commissioner Casello inquired if the program was on the City's website and still in effect. Ms. LaVerriere agreed to check. Vice Mayor McCray asked if the drop off is used often and learned it was. Last week two recycling bins were full with an array of prescriptions ranging from opioids to Gas-X. The medications are disposed of properly and are in the custody of the evidence custodians and it is overseen by the Vice supervisor. People can just come in to the lobby and drop off the medication and leave. No questions are asked.

Motion

Vice Mayor McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

13. 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 in the following case:

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

Attorney Cherof announced this item is a request to conduct a closed-door session at the next meeting. This is one of several cases involving the Quantum Park Development Area. The case involves litigation with a number of talking points to explain all the elements being litigated. The matter is complicated, there is cross litigation and he will need about an hour. There was consensus to meet at 5:00 p.m. on March 21st, before the next City Commission meeting

- B. **PROPOSED ORDINANCE NO. 17-007 - FIRST READING -**
Consideration and adoption of moratorium on dispensing medical
cannabis.

Attorney Cherof read Proposed Ordinance by title only on first reading.

Mayor Grant opened public comment

LaBeau Kpadenou, 2695 Hayden Drive, and co-chair of the Palm Beach County Green Party, explained this was brought to his attention by many members who are constituents of the City Commission. He commented many find medical marijuana helps them cope with issues they dealt with when using harder drugs such as opioids. He thought the City Commission should allow the dispensaries to exist because currently seniors are forced to order online from Tampa, Florida if authorized by their physicians. He also noted City residents have to rely on City government to do the right thing. He understood concerns about zoning and other similar issues, but pointed out the electorate voted by super majority to approve the use and some months later it appears the issue is being delayed. He thought by allowing the moratorium and continuing it, some may be suffering and/or forced to the black market. He noted a resolution was passed on opioid addiction and the City Commission recognizes opioids are a dangerous alternative to medical marijuana prescribed by a doctor. He emphasized this is not recreational use. It was a medical use and he requested the City

Commission deny the moratorium and to allow citizens to follow the instructions of their physicians in a convenient manner.

Mayor Grant agreed dispensaries will be in the City and the moratorium is not to hinder that, rather it will allow City staff an additional six or four months after the legislation is enacted to do what????? -- this is another incomplete sentence. That (DO NOT START A SENTENCE WITH THE WORD THAT) The City initiated the six month moratorium, unlike the County, which initiated a one-year moratorium. He understood the only dispensaries will be the growers themselves. Florida legislation requires a seed to sale policy and there are only seven growers in the State, but the City does not know what the Legislature will do, such as allowing more growers or just seven. He thought rather than allowing dispensaries near schools and on arterial roads, they be hidden away. It takes more time for staff to draft regulations and they have done a lot this year, and this would allow an extra three or four months after the date the legislature decides what to do. Mr. Kpadenou understood and hoped the matter would be actively pursued.. He commented he would advise his constituents.

Commissioner Casello thought waiting to see what the Legislature does is a poor choice, noting 75% of the voters voted in favor of the measure and the matter was being delayed. It is important to have regulations now, but commented if they have to be amended in the future, they could. He thought being proactive was vital and noted this is medicine people need. If regulations are in place, they can be amended and commented they did not have to expedite the issue, but staff could work on it right away and move it forward. It was important to have something in place and HB 17 would limit local governments' ability to regulate local businesses, which he did not favor. Some communities could be grandfathered in if there are regulations in place. He asked what communities already have guidelines in place, and learned Parkland, Wilton Manors, Royal Palm Beach, Altamonte Springs, Winter Park and several others. Commissioner Casello asked once an ordinance or regulation is in place, if it could be amended contingent on what the State does and learned it could.

Commissioner Katz was presented an Ordinance timeline by the Building Department that syncs up with approval by the Planning and Development Board and City Commission and it appears it would coincide with the deadline for the Department of Health to establish the rules for amendment . If so, the Planning Department can put an ordinance together to regulate these types of dispensaries. They have a timeline that coincides with the law and its eventual implementation. He did not see the need for a delay, which will deprioritize the Ordinance and add additional time to it. He commented, in reference to the Legislature's policy making regarding the amendment, he opined they would be conservative about it as they had previously indicated they are clear they do not favor medicinal marijuana in the conventional sense and thought there would be restrictive rules in place. They may relax some rules they have, but he did not have the concern it could turn into a dispensary on each corner. He did not support the moratorium and favored an ordinance to coincide with the implementation of whatever the Legislature enacts and the Department of Health agrees with.

Mayor Grant pointed out part of the current ordinance is they have to wait 90 days before ordering medical marijuana and he did not think there was any reason to enact anything as soon as the legislation hits. The moratorium will allow the City to see the unknowns before the City Commission has to decide. He would want a conversation to see what is in place. He did not want dispensaries near schools or arterial road and asked if the City Commission would agree to that now. Commissioner Casello thought it should be discussed before passing an ordinance.

Commissioner Katz thought the item should be put on as a future agenda item for the next meeting or two for discussion. He has thought about what kind of restrictions he would like to see in reference to the quantity of dispensaries and where they are located in the City, but has not reviewed the technical aspects as the Planning Department can present what they want and the City Commission could consider it. Commissioner Casello wanted to see ordinances and resolutions passed by other cities and take some of their ideas so they do not reinvent the wheel. Mayor Grant commented his vote would be to have a moratorium for six months. He understood people approved medical marijuana for medical purposes, but he wanted to ensure it is not a free for all once the Legislature decides what to do. Commissioner Casello thought if regulations are in place they will be protected. He favored putting it under future agenda and make rules and regulations that can be fine-tuned when the Legislature makes a decision.

Commissioner Romelus had discussed the timeline for an Ordinance or regulations with Andrew Mack. She understood the timeline presented, but inquired about the Departments workload.

Andrew Mack, Director of Development, agreed the Department is busy, but he presented a timeline staff can meet. If the City Commission imposes a moratorium, staff could work under that timeframe. As far as a study period, there is a lot of good data and ordinances available the City could use. Staff was already working on the matter when the referendum was approved in November. He was comfortable with the timeline. Commissioner Romelus asked if the moratorium would be from when legislation is passed or from current day.

Mayor Grant explained in the time between July 1, 2017, which is the deadline for the moratorium to establish rules, they may receive applications for dispensaries and the City would not have any regulations regarding it, the City Commission would have to move forward on that before enacting something. He commented if they do not have the moratorium, he preferred they have the second hearing of an Ordinance before July 1st.

Vice Mayor McCray requested Attorney Cherof bring something back from other cities, the City Commission can review to ensure all are on the same page.

Motion

Vice Mayor McCray moved to approve putting this item on a future agenda item for the next meeting. Commissioner Katz seconded the motion for discussion about rules and regulations.

Commissioner Casello asked if Mr. Mack was comfortable with his timeline and learned he was and he would review the matter with the City Attorney. Commissioner Casello noted since this passed, Attorney Cherof has kept him in the loop since January. Staff has seen some regulations and they can craft an ordinance in April and then put it before Planning and Development in May and have the first reading of the Ordinance in June and second reading in July.

Commissioner Romelus noted if they move the July 4th meeting it would push the timeline back. Mayor Grant commented he would not be present the first week in July and that was why he wanted to wait until after the election. If they cancelled the July 4th meeting, it would push the Ordinance back two weeks after the second meeting in July. Attorney Cherof would review the issue could be considered zoning in progress. Mr. Mack did not anticipate an application would be submitted in that two week time frame. Vice Mayor McCray pointed out just because the City Commission was going to discuss it at the next City Commission, staff can still work with it.

Vote

There was consensus to do so. Attorney Cherof commented the item was considered to have died on first reading with no motion.

- C. Letter to the State of Florida Auditor General regarding the Quantum Park Overlay District.

Mayor Grant explained he spoke with the Attorney. He requested to have the State of Florida Auditor General look into the finances and dealings of the Quantum Park Overlay Development District and Board of Directors for however long a time period they could review. He noted he spoke to the City Attorney and they had a property owners association meeting on Friday and it was not well attended, nor was there a quorum to hold the meeting. He favored the authorities look into the district. It would not cost the City as the Office of the Auditor General without charge the City.

Commissioner Katz noted he had requested consensus from the City Commission a few months back, to charge the City Attorney with seeing which entity would investigate this and he has come back with the State being in charge of it. The Board had unanimously agreed to review the matter and he hoped the Board would support the City's request to the State to look into their finances as well. Mayor Grant requested a motion to do so.

Motion

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

Vote

The motion unanimously passed.

14. FUTURE AGENDA ITEMS

- A. Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.
- B. Monthly Departmental Presentations:

Communications/Marketing - April 2017
- C. Consider adopting a Chronic Nuisance Ordinance. - March/April 2017
- D. Discuss cancelling the July 4th City Commission meeting - April 4, 2017
- E. **Ocean One (REZN 16-001)** – Approve Ocean One rezoning from Central Business District (CBD) to Mixed Use High Intensity (MU-H) District with a proposed two-phase master plan for a total of 358 multi-family rental units, 12,075 square feet of commercial retail space and a 120-room hotel. Applicant: Davis Camalier / Ocean One Boynton, LLC. - March 21, 2017.
- F. **Ocean One (ABAN 17-001)** – Approve request for abandonment of a portion of right-of-way of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with request for new site plan approval of Ocean One mixed use project. Applicant: Davis Camalier / Ocean One Boynton, LLC. - March 21, 2017
- G. **Ocean One (CDPA 17-001 & 17-002)** – Approve requests for a Community Design Appeal of 1) Chapter 3, Article III, Section 5.C., “Build-to-line”, which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of approximately 19 feet; and 2) Chapter 4, Article III, Section 6.F., “Off-Street Parking Area Standards”, which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. Applicant: Davis Camalier / Ocean One Boynton, LLC. - March 21, 2017.
- H. **Ocean One (NWSP 16-002)** – Approve request for a New Site Plan for multi-family residential (rental apartments) consisting of 231 dwelling units within an eight (8)-story building, retail space, and associated recreational

amenities and parking on 1.93 acres. Applicant: Davis Camalier / Ocean One Boynton, LLC. - March 21, 2017.

- I. Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA). - April 4, 2017
- J. Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program. - April 4, 2017
- K. Appoint a City Commission representative and alternate to the Metropolitan Planning Organization. - April 4, 2017
- L. Appoint a City Commission representative and alternate to the Palm Beach County League of Cities. - April 4, 2017

15. ADJOURNMENT

Motion

There being no further business to discuss, Vice Mayor McCray moved to adjourn. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 7:56 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Mack McCray


Commissioner - Justin Katz

Commissioner - Christina Romelus

Commissioner - Joe Casello

ATTEST

Judith A. Pyle, CMC
City Clerk



Catherine Cherry
Minutes Specialist



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R17-029** - Award the Bid for "Self-Contained Breathing Apparatus (SCBA) for Boynton Beach Fire Rescue", Bid No. 017-2210-17/JMA to Municipal Emergency Services, Inc. (MES) of Pinellas Park, FL in the amount of \$744,600, and authorize the City Manager to sign a Master Equipment Lease Purchase Agreement with Community Leasing Partners.

EXPLANATION OF REQUEST:

The Fire Department conducted a three month evaluation study to replace the Department's self-contained breathing apparatus that included field testing of available manufacturers and models of SCBA equipment. The evaluation committee recommended Scott Self-Contained Breathing Apparatus as the top choice for safety, fit, comfort, and function.

On February 9, 2017, Procurement Services opened two bids in response to the Request for Bid for "Self-Contained Breathing Apparatus for Boynton Beach Fire Rescue". Of the two responses to the bid, Municipal Emergency Services, Inc. of Pinellas Park, FL submitted the lowest, most responsive, responsible bid to supply all firefighters with eighty (80) Scott SCBAs, two hundred thirty (230) cylinders, two (2) Rit Paks and all associated equipment for a total amount of \$744,600 with an annual maintenance cost of \$2,400.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

Firefighters will be outfitted with new, improved equipment personally field tested, analyzed and recommended by Boynton Beach Firefighters as the safest, most comfortable SCBAs available.

FISCAL IMPACT: Budgeted

The Bid documents requested that respondents provide lease/purchase options to Boynton Beach Fire Rescue. The proposed interest rate for sixty months is 2.92%.

A 10% deposit in the amount \$74,460.00 from account 001-2210-522-64-06 will be issued with the remaining amount of \$670,140 financed by Community Leasing Partners of Manhattan, KS, with the first of five payments of \$145,994.05 due in February 2018.

ALTERNATIVES:

To reject the evaluation committee's recommendation for Scott SCBAs and reissue bid open to all manufacturers of SCBAs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution approving Bid award and authorization to sign Lease Agreement
<input type="checkbox"/> Memo	Department Recommendation
<input type="checkbox"/> Other	MES Lease Terms
<input type="checkbox"/> Agreement	Lease Purchase Agreement
<input type="checkbox"/> Tab Sheets	Tabulation Sheets
<input type="checkbox"/> Attachment	MES Bid

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/8/2017 - 9:45 AM
Finance	Howard, Tim	Approved	3/8/2017 - 9:46 AM
Legal	Swanson, Lynn	Approved	3/13/2017 - 11:14 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:56 AM

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14 **WHEREAS**, on February 9, 2017, Procurement Services received and opened two
15 (2) bids in response to Invitation to Bid #017-2210-17/JMA “Self-Contained Breathing
16 Apparatus (SCBA) for Boynton Beach Fire Rescue”; and

19 **WHEREAS**, the City Commission of the City of Boynton Beach upon
20 recommendation of staff, deems it to be in the best interest of the citizens of the City of
21 Boynton Beach to award Bid No. 017-2210-17/JMA for “Self-Contained Breathing Apparatus
22 (SCBA) for Boynton Beach Fire Rescue” to Municipal Emergency Services, Inc., in the
23 amount of \$744,600 and authorize the City Manager to sign a Master Equipment Lease
24 Purchase Agreement with Community First National Bank.

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

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VOTE _____

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)


The City of Boynton Beach FL



Greg Hoggatt
Deputy Chief of Operations
Boynton Beach Fire Rescue Department
2080 High Ridge Road
Boynton Beach, Florida 33426
Phone: (561) 742-6331
FAX: (561) 742-6334
E-mail: hoggattg@bbfl.us



To: Julie Alibrandi
Senior Buyer, City of Boynton Beach

From: Greg Hoggatt, Deputy Chief
Boynton Beach Fire Rescue 

Reference: Bid No: 017-2210-17/JMA

Julie,

After review of the proposals, I am recommending that Municipal Emergency Services Inc. (MES) be awarded the Self Contained Breathing Apparatus (SCBA) based upon the their company being the lowest price, most responsive and responsible bidder and that I am asking that we move forward with asking the City Manager to sign a lease/purchasing agreement with MES.

Please contact me if you require any additional information and thank you for your help in this project.



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Mobile: 785.313.3154
Fax: 888.777.7875

February 6, 2017

To: Troy Cool @ MES
From: Blake J. Kaus
Customer Name: Boynton Beach, FL
Equipment: Scott SCBAs
Delivery: TBD

Option 1

Total Cost:	\$ 744,600.00	Payment Frequency:	Monthly
Down Payment:	\$ -	First Payment:	One month from closing
Trade In:	\$ -		
Amount Financed:	\$ 744,600.00		
Term in Years:	<u>3</u>	<u>4</u>	<u>5</u>
Payment:	\$21,611.24	\$16,445.04	\$13,353.03
Factor:	0.029024	0.022086	0.017933
Rate:	2.87%	2.89%	2.92%

Option 2

Total Cost:	\$ 744,600.00	Payment Frequency:	Annual
Down Payment:	\$ 74,460.00	First Payment:	One year from closing
Trade In:	\$ -		
Amount Financed:	\$ 670,140.00		
Term in Years:	<u>3</u>	<u>4</u>	<u>5</u>
Payment:	\$236,322.93	\$179,811.79	\$145,994.05
Factor:	0.352647	0.268320	0.217856
Rate:	2.87%	2.89%	2.92%

- Fixed interest rate for the terms provided unless otherwise stated.
- This lease is to be executed within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL**

Sincerely,

Blake J. Kaus

VP, Director of Leasing

blakekaus@clpusa.net



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

February 27, 2017

Tim W. Howard
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton, FL 33435

RE: Financing for Eighty (80) SCBAs, Two Hundred Thirty (230) Cylinders, Two (2) Rit Paks, and Associated Equipment

Dear Tim,

Thank you for the opportunity to work with City of Boynton Beach on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 3/13/2017 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Boynton Beach and an attorney's opinion letter.

Signer 1- Lori LaVerriere, City Manager
Signer 2- Judy Pyle, City Clerk
Signer 3- James A. Cherof, Counsel

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

Cindy

Cindy Turner
Assistant Vice President-Leasing Operation

Documentation Instructions

◇ MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ Exhibit A – SCHEDULE OF EQUIPMENT

- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ Attachment 1 & 1.1– EQUIPMENT DESCRIPTION & Serial Numbers

- ☐ Provide physical location where the equipment will be kept after delivery/installation
- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ Attachment 2 –PAYMENT SCHEDULE

- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ Exhibit B – LESSEE RESOLUTION OR Lessee Form of Resolution

- ☐ Print the date the Resolution is being signed
- ☐ Print the date of the meeting in which the financing was approved
- ☐ Lori LaVerriere -sign as "Authorized Signer"
- ☐ Complete the lessee's fiscal year start and end months
- ☐ Judy Pyle - sign and print name as "Certified By"
- ☐ Approved as to form by James A. Cherof

◇ Exhibit C - OPINION OF COUNSEL

- ☐ Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)

◇ Exhibit D - ACCEPTANCE CERTIFICATE – to be signed at final delivery of equipment

- ☐ Lori LaVerriere -sign and date where indicated; approved as to form by James A. Cherof

◇ BANK QUALIFIED CERTIFICATE

- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ INSURANCE COVERAGE REQUIRMENTS

- ☐ Provide Agent's contact information
- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ INVOICE INSTRUCTIONS

- ☐ Complete contact information for payment billing invoices

◇ NOTICE OF ASSIGNMENT

- ☐ Lori LaVerriere -sign where indicated; approved as to form by James A. Cherof

◇ ESCROW AGREEMENT

- ☐ Lori LaVerriere- sign where indicated; approved as to form by James A. Cherof

◇ Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD

- ☐ Lori LaVerriere- sign where indicated; approved as to form by James A. Cherof

◇ TAX COMPLIANCE WITH NO ARBITRAGE

- ☐ Lori LaVerriere- sign and date where indicated; approved as to form by James A. Cherof

◇ 8038 - IRS Form

- ☐ Verify employer identification number in Box 2, Complete Boxes 10a & 10b
- ☐ Lori LaVerriere -sign and date where indicated under "Signature and Consent"

◇ ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):

- ☐ Certificate of Insurance from your insurance provider- at delivery
- ☐ Copy of down payment check to MES iao \$74,460.00 at delivery

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 3/13/2017, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

LESSEE: City of Boynton Beach

This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 2/20/2017, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Boynton Beach, 100 E. Boynton Beach Blvd., Boynton, FL 33435 a body corporate and politic duly organized and existing under the laws of the State of Florida ("Lessee");

RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III. LEASE TERM

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.03**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Return of Equipment on Termination. Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

Section 3.04. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV. RENTAL PAYMENTS

Section 4.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.02. Payment of Rental Payments. Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 4.04. Rental Payments to be Unconditional. The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

Section 4.05. Non appropriation. Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE

Section 5.01. Title to the Equipment. Title to the Equipment shall be and remain in Lessor when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to Lessee upon payment of all Rental Payments relating thereto or payment by Lessee of the Purchase Option Price in accordance with Section 5.03 with respect thereto. In either of such events Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessee.

Section 5.02. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 5.03. Option to Purchase. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 6.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

Section 6.02. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 6.03. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

Section 6.05. Provisions Regarding Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.03. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.03, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default Defined. Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Lease for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) Upon written request by Lessor, Lessee shall within thirty (30) days use its best efforts to sell the Equipment subject to such Schedule for an amount equal to the sum of all Rental Payments then due or past due and the applicable Purchase Option Price, and any other amounts due Lessor hereunder, and if Lessee sells the Equipment Lessee shall pay to Lessor an amount of proceeds thereof equal to the foregoing. If Lessee fails to sell the Equipment for such amount, then Lessee shall at its expense cause the Equipment to be delivered to Lessor at a place in the State designated by Lessor. If Lessee fails or refuses to transfer the Equipment to Lessor as herein provided, Lessor shall have the right to obtain a judgment against Lessee for the amount required to be paid to Lessor from the proceeds of the sale of the Equipment plus interest thereon to the date of payment at the lower of 10% per annum or the highest rate permitted by law.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 10.03. Remedies Exclusive. The remedies provided to Lessor under Section 10.02 shall be the sole and exclusive remedies exercisable by Lessor in the event of a default by Lessee hereunder.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 10.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XI. MISCELLANEOUS

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule

and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lease No. BOYFL2017-02E

LESSEE:

City of Boynton Beach

LESSOR:

Community First National Bank

Lori LaVerriere, City Manager

Signature

Name and Title

Approved as to Form: James A. Cherof, Counsel

EXHIBIT A

SCHEDULE OF EQUIPMENT NO. 01, Dated 2/20/2017

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

Lease Number: BOYFL2017-02E

LESSEE:

City of Boynton Beach

LESSOR:

Community First National Bank

Lori LaVerriere, City Manager

Signature

Name and Title

Approved as to Form: James A. Cherof, Counsel

ATTACHMENT 1 EQUIPMENT DESCRIPTION

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

Lease Number: BOYFL2017-02E

Eighty (80) SCBAs, Two Hundred Thirty (230) Cylinders, Two (2) Rit Paks, and Associated Equipment

Serial numbers provided at delivery and detailed on Attachment 1.1

With a total acquisition cost of \$744,600.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment be stored after delivery: _____

LESSEE:

City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

ATTACHMENT 1.1
EQUIPMENT DESCRIPTION-SERIAL NUMBERS

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

Lease Number: BOYFL2017-02E

To be completed when delivery of the equipment has occurred

LESSEE:

City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

Lease Number: BOYFL2017-02E

Amount Financed: \$670,140.00

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	2/20/2018	\$145,994.05	\$19,568.08	\$126,425.97	Not Available
2	2/20/2019	\$145,994.05	\$15,876.44	\$130,117.61	\$423,936.33
3	2/20/2020	\$145,994.05	\$12,077.01	\$133,917.04	\$286,671.36
4	2/20/2021	\$145,994.05	\$8,166.64	\$137,827.41	\$145,398.27
5	2/20/2022	\$145,994.05	\$4,142.08	\$141,851.97	\$0.00
Grand Totals		\$729,970.25	\$59,830.25	\$670,140.00	

LESSEE:

City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

EXHIBIT B

LESSEE RESOLUTION

Re: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

I, the undersigned, the duly appointed, qualified and acting **City Clerk** of the above captioned Lessee do hereby certify this date _____, as follows:

- (1) Lessee did, at a meeting of the governing body of the Lessee held on _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

Authorized Signer: Lori LaVerriere, City Manager

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from _____ to _____.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

City of Boynton Beach

Certified By: _____

Judy Pyle, City Clerk

Approved as to Form: _____

James A. Cherof, Counsel

EXHIBIT C

OPINION OF LESSEE'S COUNSEL

(Must be re-Printed onto attorney's letterhead)

(Date)

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Re: Lessee: City of Boynton Beach

Ladies and Gentlemen:

As legal counsel to City of Boynton Beach (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 2/20/2017, and a certain Escrow Agreement dated as of 2/20/2017, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Boynton Beach.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

EXHIBIT D

ACCEPTANCE CERTIFICATE

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Ladies and Gentlemen,

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.

LESSEE:

City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

**If delivery is not immediate, keep until final delivery.*

BANK QUALIFIED CERTIFICATE

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE:

City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

INSURANCE COVERAGE REQUIREMENTS

Lessee: City of Boynton Beach

Please mark one of the following:

() Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

() Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: Eighty (80) SCBAs, Two Hundred Thirty (230) Cylinders, Two (2) Rit Paks, and Associated Equipment

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. LIABILITY

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

2. PHYSICAL DAMAGE

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

3. ENDORSEMENT

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.
- ✓ Deductibles should be listed on the Certificate of Coverage

**THE CERTIFICATE SHOULD BE
EMAILED TO cindyturner@clpusa.net
OR FAXED TO: 888.777.7875**

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

LESSEE:
City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

INVOICE INSTRUCTIONS

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee.

Lease Number: BOYFL2017-02E

Equipment Description: Eighty (80) SCBAs, Two Hundred Thirty (230) Cylinders, Two (2) Rit Paks, and Associated Equipment

Please provide contact information for billing and invoicing purposes.

Person/Department: _____
P.O. Box/Street: _____
City, State, Zip _____
Telephone Number: _____
Email Address: _____

NOTICE OF ASSIGNMENT

February 27, 2017

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

RE: Schedule of Equipment No. 01, dated 2/20/2017, to Master Equipment Lease Purchase Agreement, dated as of 2/20/2017, between Community First National Bank, as Lessor, and City of Boynton Beach, as Lessee. Along with the Escrow Agreement entered into as of 2/20/2017.

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502**

Community First National Bank

Signature

Name and Title

ACKNOWLEDGED AND ACCEPTED:

City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form:
James A. Cherof, Counsel

*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of 2/20/2017 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Boynton Beach ("Lessee") a political subdivision under the laws of the State of Florida ("State"), duly organized and existing under the Constitution and laws of the State.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 2/20/2017 to Master Equipment Lease Purchase Agreement dated as of 2/20/2017 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 2/20/2017 to Master Equipment Lease Purchase Agreement dated 2/20/2017, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

ARTICLE II. ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$670,140.00. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose: Payment of Acquisition Costs. The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order

- approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;
- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

Section 2.04. Escrow Agent's Compensation. As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$200.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV. THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V. ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

ARTICLE VI. FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII. DEFAULT OR NON-APPROPRIATION

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII. LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

ESCROW AGENT:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Name and Title

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Signature

Name and Title

LESSEE:

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton, FL33435

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

**EXHIBIT A
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 2/20/2017, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Boynton Beach, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

VOID

TO BE UTILIZED AS A SIGNATURE CARD ONLY

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:

City of Boynton Beach

Lori LaVerriere, City Manager

Signature

Signature of additional authorized individual (optional)

Name and Title

Approved as to Form: James A. Cherof, Counsel

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 2/20/2017 to Master Equipment Lease Purchase Agreement dated as 2/20/2017 by and between Community First National Bank, ("Lessor") and City of Boynton Beach ("Lessee").

1. In General.

- 1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 2/20/2017 to Master Equipment Lease Purchase Agreement dated as of 2/20/2017 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of Eighty (80) SCBAs, Two Hundred Thirty (230) Cylinders, Two (2) Rit Paks, and Associated Equipment of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").
- 1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.
- 1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.
- 1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.
- 1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.
- 1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

- 2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or \$670,140.00 will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 2/20/2017 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.
- 2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.
- 2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

- 3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.
- 3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.
- 3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:
 - (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
 - (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
 - (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
 - (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

- 4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.
- 4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.
- 4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.
- 4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

- 5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

LESSEE:
City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

EXHIBIT A
PAYMENT REQUEST FORM

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 2/20/2017, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Boynton Beach, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

Partial Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

Final Disbursement. The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

LESSEE:
City of Boynton Beach

Lori LaVerriere, City Manager

Approved as to Form: James A. Cherof, Counsel

*Keep this form for future disbursement requests.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ► ☐

1 Issuer's name City of Boynton Beach		2 Issuer's employer identification number (EIN) 59-6000282
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 100 E. Boynton Beach Blvd.	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Boynton, FL 33435		7 Date of issue 02/20/2017
8 Name of issue MASTER EQUIPMENT LEASE PURCHASE AGREEMENT #BOYFL2017-02E		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► 80 SCBAs, 230 Cylinders, 2) Rit Paks, and Associated Equipment	18	670,140	00
19 If obligations are TANs or RANs, check only box 19a	►	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	►	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	►	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/20/2022	\$ 670,140.00	\$ N/A	5 years	2.920 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | | | |
|------------|--|------------|--|--|
| 35 | | 35 | | |
| 36a | | 36a | | |
| 37 | | 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ **Lori LaVerriere, City Manager**
 Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. ▶			

SCBA FOR BOYNTON BEACH FIRE RESCUE

BID DUE DATE: FEBRUARY 9, 2017
 BID DUE TIME: 2:30 P.M.
 BID No.: 017-2210-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	FISHER SCIENTIFIC COMPANY, LLC 300 Industry Drive Pittsburgh, PA 15275 Tel: (352) 256-4925 E-mail: brett.ortengren@thermofisher.com Contact Brett Ortengren	MUNICIPAL EMERGENCY SERVICES, INC. (MES) 3789 62nd Avenue N. Pinellas Park, FL 33781 Tel: (754) 224-1995 Fax: (727) 525-1819 E-mail: tcool@mesfire.com Contact Troy Cool	
ONE ORIGINAL AND TWO COPIES SUBMITTED	YES	YES	
BIDDER'S ACKNOWLEDGEMENT SUBMITTED	YES	YES	
PRICE PROPOSAL FOR ALL ITEMS:	\$766,796.29	\$744,600.00	
PROPOSED INTEREST RATE FOR SIXTY MONTHS:	2.92%	2.92%	
MONTHLY LEASE AMOUNT FOR FIVE YEARS:	\$13,936.00 <i>corrected amt. \$13,751.08</i>	\$13,353.03	
WARRANTY INFORMATION SUBMITTED	10 YEARS EQUIPMENT/LABOR	10 YEARS EQUIPMENT/LABOR	
ANNUAL MAINTENANCE COST:			
YEAR ONE:	\$2,775.00	\$2,400.00	
YEAR TWO:	\$2,775.00	\$2,400.00	
YEAR THREE:	\$2,775.00	\$2,400.00	
YEAR FOUR:	\$2,775.00	\$2,400.00	
YEAR FIVE:			

SCBA FOR BOYNTON BEACH FIRE RESCUE

BID DUE DATE: FEBRUARY 9, 2017
 BID DUE TIME: 2:30 P.M.
 BID No.: 017-2210-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	FISHER SCIENTIFIC COMPANY, LLC 300 Industry Drive Pittsburgh, PA 15275 Tel: (352) 256-4925 E-mail: brett.ortengren@thermofisher.com Contact Brett Ortengren	MUNICIPAL EMERGENCY SERVICES, INC. (MES) 3789 62nd Avenue N. Pinellas Park, FL 33781 Tel: (754) 224-1995 Fax: (727) 525-1819 E-mail: tcool@mesfire.com Contact Troy Cool	
ANTI-KICKBACK AFFIDAVIT SUBMITTED	YES	YES	
NON COLLUSION AFFIDAVIT SUBMITTED	YES	YES/NOT NOTARIZED	
CONFIRMATION OF MINORITY OWNED BUSINESS SUBMITTED	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS	
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES	YES	
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	YES	YES	
COMMENTS:			

BIDDER ACKNOWLEDGEMENT

Submit Bids To: **PROCUREMENT SERVICES**
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Bid Title: **SELF CONTAINED BREATHING APPARATUS FOR BOYNTON BEACH FIRE RESCUE**

Bid Number: **017-2210-17/JMA**

Bid Received By: **FEBRUARY 9, 2017, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **February 9, 2017, no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: **MES - Municipal Emergency Services, Inc**

Federal I.D. Number: **65-1051374**

A Corporation of the State of: **Connecticut**

Area Code: **754** Telephone Number: **224-1995**

Area Code: **727** FAX Number: **525-1819**

Mailing Address: **3789 62nd Ave N.**

City/State/Zip: **Pinellas Park, FL 33781**

Vendor Mailing Date: **2/9/17**

E-Mail Address: **tcool@mesfire.com**


Authorized Signature

Troy Cool
Name Typed

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

The City of Boynton Beach
Bid No. 017-2210-17/JMA



PRICE PROPOSAL

SELF CONTAINED BREATHING APPARATUS FOR BOYNTON BEACH FIRE RESCUE

BID No. 017-2210-17/JMA

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of equipment required.

SCOTT PART #	DESCRIPTION	UNIT COST	QUANTITY	TOTAL PRICE
X3415022200402	NFPA 2013 compliant NX3 5.5, Standard Harness, Quick Disconnect Hose, Dual FBSS, No Airline Options, SEMS II	\$5225.00	80	\$418,000.00
200970-01	5500 PSI 45 minute Carbon Cylinder with Valve	\$742.00	230	\$170,660.00
201215-04; 201215-05; 201215-06	HT300 Sur-Seal with Corns Bracket right side. <i>Exact number of 04/05/06 to be determined after fit testing.</i>	\$0	150	\$0
200077-50	Regulator Assembly, QD Had NFPA 2013	\$880.00	145	\$127,600.00
201275-01	EPIC3 Voice Amplifier	\$335.00	40	\$13,400.00
PAK-TRACKER OPTIONS				
200266-04	Pak-Tracker Hand Held Receiver Extended Range	\$1110.00	2	\$2220.00
200433-01	Pak-Tracker Hand Held Receiver Truck Charging System, 12V DC	\$400.00	2	\$800.00
SEMS II OPTIONS				
201088-01	SEMS II Gateway Kit	\$1350.00	1	\$1350.00
201051-01	Repeater Assembly	\$1230.00	1	\$1230.00
200673-01	Pak-Link	\$775.00	1	\$775.00
200773-01	RFID Card Programmer with Software	\$435.00	1	\$435.00
RIT II OPTIONS				
200954-05	Complete RIT Pak III 5500 PSI	\$2450.00	2	\$4900.00
200975-01	5500 PSI 75 minute Carbon Cylinder with Valve	\$1200.00	2	\$2400.00
200388-01	Snap Charge Adaptor	\$415.00	2	\$830.00
GRAND TOTAL FOR ALL ITEMS				\$ 744,600.00
*BID IS FOR SPECIFIED QUANTITY ONLY				

Based on your Grand Total for all Items, provide an interest rate to finance the equipment for a period of five years (60 months) and provide a monthly payment for the financed equipment.

PROPOSED INTEREST RATE FOR SIXTY MONTHS:	<u>2.92</u> %
MONTHLY LEASE AMOUNT FOR FIVE YEARS (60 MONTHS) BASED ON GRAND TOTAL COST:	<u>\$ 13,353.03</u> PER MONTH

WARRANTY INFORMATION	MONTHS	YEARS
EQUIPMENT	<u>120</u>	<u>10</u>
LABOR	<u>120</u>	<u>10</u>

ANNUAL MAINTENANCE COST TO INCLUDE SERVICE, REPAIR AND ANNUAL TESTING:

YEAR ONE: \$ \$2400.00 - Annual Flow Test. Warranty Repairs - No Charge = \$0
Non-Warranty = Standard Rates Apply (parts & labor)

YEAR TWO: \$ 2400.00 - SAME TERMS AS ABOVE

YEAR THREE: \$ 2400.00 - SAME TERMS AS ABOVE

YEAR FOUR: \$ 2400.00 - SAME TERMS AS ABOVE

YEAR FIVE: \$ 2400.00 - SAME TERMS AS ABOVE

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

The City of Boynton Beach
Bid No. 017-2210-17/JMA

Bidder agrees that the equipment will delivered within 90 calendar days after the Purchase Order has been issued.

ALL PRICES F.O.B. BOYNTON BEACH, FL

MES - Municipal Emergency Services, Inc.
COMPANY NAME


SIGNATURE

Troy Cool
PRINTED NAME

(754) 224-1995
TELEPHONE NUMBER

Sales Representative
TITLE

(727) 525-1819
FAX NUMBER

tcool@mesfire.com
E-Mail Address

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)

County of palm Beach)

TROY KEITH COOL, being first duly sworn, deposes and says that:

1) He/She is Sales Rep of MES,
(Title) (Name of Corporation or Firm)

the bidder that has submitted the attached bid: "SCBA FOR BOYNTON BEACH FIRE RESCUE"

- 2) He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications 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 fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Troy Cool

Subscribed and sworn to before me

(Title) Sales Rep.

This 07 day of February, 2017

My commission expires May - 26 - 2019

19

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

The City of Boynton Beach
Bid No. 017-2210-17/JMA

STATE OF FLORIDA)
COUNTY OF PALM BEACH) : SS

By:

NAME/ SIGNATURE

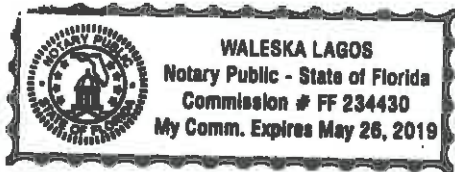
this 07 day of February, 20 17

Troy Cool

NAME _____

TITLE

MES - Municipal Emergency Services, Inc.
COMPANY



The City of Boynton Beach
Bid No. 017-2210-17/JMA

CONFIRMATION OF MINORITY OWNED BUSINESS

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

Is your company a Minority Owned Business?

Yes

X

No

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

() AMERICAN INDIAN

() ASIAN

() BLACK

() HISPANIC

() WOMEN

() OTHER

(Specify)

(X) NOT APPLICABLE

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

YES

NO X

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

Issuing Organization for Certification

Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach
Bid No. 017-2210-17/JMA

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days 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.



Vendor's Signature

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

The City of Boynton Beach
Bid No. 017-2210-17/JMA

PALM BEACH COUNTY INSPECTOR GENERAL

SELF CONTAINED BREATHING APPARATUS FOR BOYNTON BEACH FIRE RESCUE

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

MES - Municipal Emergency Services, Inc.
CONTRACTOR NAME

By Troy Cool

Title: Sales Representative

Date: 2/9/17



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Mobile: 785.313.3154
Fax: 888.777.7875

February 6, 2017

To: Troy Cool @ MES
From: Blake J. Kaus
Customer Name: Boynton Beach, FL
Equipment: Scott SCBAs
Delivery: TBD

Option 1

Total Cost:	\$ 744,600.00	Payment Frequency:	Monthly
Down Payment:	\$ -	First Payment:	One month from closing
Trade In:	\$ -		
Amount Financed:	<u>\$ 744,600.00</u>		

Term in Years:	3	4	5
Payment:	\$21,611.24	\$16,445.04	\$13,353.03
Factor:	0.029024	0.022086	0.017933
Rate:	2.87%	2.89%	2.92%

Option 2

Total Cost:	\$ 744,600.00	Payment Frequency:	Annual
Down Payment:	\$ 74,460.00	First Payment:	One year from closing
Trade In:	\$ -		
Amount Financed:	<u>\$ 670,140.00</u>		

Term in Years:	3	4	5
Payment:	\$236,322.93	\$179,811.79	\$145,994.05
Factor:	0.352647	0.268320	0.217856
Rate:	2.87%	2.89%	2.92%

- Fixed interest rate for the terms provided unless otherwise stated.
- This lease is to be executed within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL**

Sincerely,

Blake J. Kaus

VP, Director of Leasing

blakekaus@clpusa.net



CERTIFICATE OF LIABILITY INSURANCE

12/29/2017

DATE (MM/DD/YYYY)

2/6/2017

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

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

PRODUCER Lockton Companies 76 Batterson Park Road Farmington CT 06032 860-678-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 414329 Municipal Emergency Services, Inc. P.O. Box 656 Southbury CT 06488	FAX (A/C, No):	
	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Co of America	25674
	INSURER B: The Travelers Indemnity Co of America	25666
INSURER C: Navigators Insurance Company	42307	
INSURER D: XL Insurance America, Inc.	24554	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 14499615 **REVISION NUMBER:** XXXXXXXX

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	630-3639A484-TIL	12/29/2016	12/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	810-3639A515-TIA	12/29/2016	12/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	BO16UMR800442IV US00066314LI16A	12/29/2016	12/29/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	UB-3639A484-16	12/29/2016	12/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property (excluding stock)	N	N	630-3639A484-TIL	12/29/2016	12/29/2017	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach is included as Additional Insured on the General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

14499615
City of Boynton Beach
Risk Management Department
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach FL 33435

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

AUTHORIZED REPRESENTATIVE

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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-008 - FIRST READING -

Approve Ocean One rezoning from Central Business District (CBD) to Mixed Use High Intensity (MU-H) District with a proposed two-phase master plan for a total of 358 multi-family rental units, 12,075 square feet of commercial retail space and a 120-room hotel.

EXPLANATION OF REQUEST:

The vacant, 3.63 acre property consists of two parcels, of which the smaller, 0.47 acre parcel on the northern side is presently owned by the Community Redevelopment Agency.

The applicant proposes to develop the property in two phases; a site plan for phase I, to include 231 multifamily apartment units and 8,575 feet of retail space, is being processed concurrently.

The property is already classified Mix Use Core (MXC), and the requested Mixed Use-High (MX-H) zoning is the intended zoning designation for this future land use classification. It allows a maximum density of 80 dwelling units per acre; however, since the property is located within the Downtown Transit-Oriented Development District (DTODD) which carries a 25% density bonus, the permitted density can be increased up to 100 dwelling units per acre.

The proposed zoning and master plan is closely aligned with the City's long standing vision and desire to expand housing in and around the downtown to foster pedestrian activity needed for creation of a vibrant city center. The City has supported this vision by allowing the highest residential densities in the area; more so in recent years, as the plan for a new Tri-Rail commuter service with a downtown station provided a heightened rationale for intensification of future redevelopment in proximate locations. The subject request is consistent with the recommendations of the recently adopted 2016 CRA Community Redevelopment Plan, which further expands the high intensity mixed use approach in the CRA districts located within the DTODD.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There will be no impact on City programs or services requiring capacity expansion.

FISCAL IMPACT: Non-budgeted The project will expand the City's tax base and generate permit/business tax revenues.

ALTERNATIVES: Staff recommends no alternatives.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance Approving Rezoning
<input type="checkbox"/> Exhibit	Exhibit A to Ordinance (Legal Desc)
<input type="checkbox"/> Exhibit	Exhibit B to Ordinance (map)
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Location Map

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Rumpf, Michael	Approved	3/3/2017 - 4:16 PM
Finance	Howard, Tim	Approved	3/8/2017 - 1:38 PM
Legal	Swanson, Lynn	Approved	3/13/2017 - 12:24 PM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:54 AM

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Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

31 Section 2. The land described in Exhibit “A” be and the same is hereby rezoned
32 from Central Business District (CBD) to Mixed Use High Intensity (MU-H). A location map
33 is attached hereto as Exhibit “B” and made a part of this Ordinance by reference.

34 Section 3. That the aforesaid Revised Zoning Map of the City shall be amended
35 accordingly.

36 Section 4. All ordinances or parts of ordinances in conflict herewith are hereby
37 repealed.

38 Section 5. Should any section or provision of this Ordinance or any portion thereof
39 be declared by a court of competent jurisdiction to be invalid, such decision shall not affect
40 the remainder of this Ordinance.

41 Section 6. This ordinance shall become effective immediately upon passage.

42 FIRST READING this ____ day of _____, 2017.

43 SECOND, FINAL READING and PASSAGE this ____ day of _____, 2017.

44	CITY OF BOYNTON BEACH, FLORIDA		
45		YES	NO
46			
47	Mayor – Steven B. Grant	_____	_____
48			
49	Vice Mayor – Mack McCray	_____	_____
50			
51	Commissioner – Justin Katz	_____	_____
52			
53	Commissioner – Christina L. Romelus	_____	_____
54			
55	Commissioner – Joe Casello	_____	_____
56			
57		VOTE	_____

58 ATTEST:

59
60
61 _____
62 Judith A. Pyle, CMC
63 City Clerk
64
65

66 (Corporate Seal)

Exhibit "A" to Ordinance

LOTS 1 THROUGH 6, "FUNK BROS. ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 13 OF SAID PUBLIC RECORDS AND LOT 41, "DEWEY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS AND ALL REPLATTED AS "AGREEMENT PLAT SHOWING PROPERTY IN NW 1/4 OF NW 1/4 OF NW 1/4 IN SECTION 27 T45S. R43E. ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 AT PAGE 2 OF SAID PUBLIC RECORDS.

LESS AND EXCEPT: THE EAST 25.00 FEET THEREOF

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN 50.00 FEET OF THE WEST LINE OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN 45.00 FEET OF THE CENTERLINE OF STATE ROAD 804.

ALSO LESS AND EXCEPT THE PART INCLUDED IN THE EXTERNAL AREA OF A 10.00 FOOT RADIUS ARC WHICH IS TANGENT TO A LINE 25.00 FEET WEST OF THE EAST LINE OF SAID LOT 41 AND TO A LINE 45.00 FEET NORTH OF THE CENTERLINE OF STATE ROAD 804.

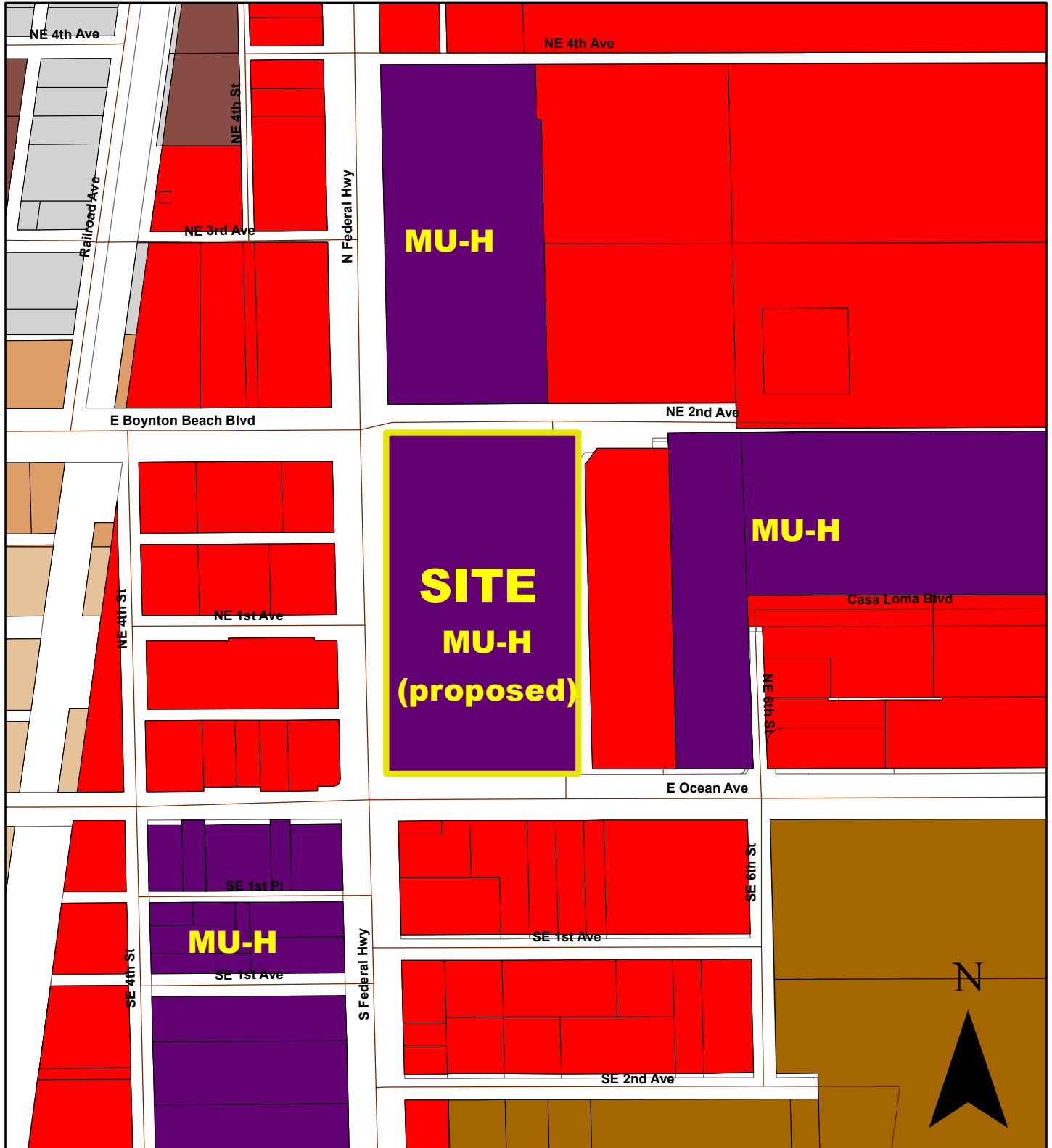
ALSO LESS AND EXCEPT THE PART INCLUDED IN THE EXTERNAL AREA OF A 12.00 FOOT RADIUS ARC WHICH IS TANGENT TO A LINE 50.00 FEET EAST OF THE WEST LINE OF SAID SECTION 27 AND TO A LINE 15.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 27.

ALSO LESS AND EXCEPT THE PART INCLUDED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 23563 AT PAGE 1115 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

SITE LOCATION MAP

OCEAN ONE (REZONING 16-001)



Legend

ZONING DISTRICTS

	R3 Multi Family		C4 General Commercial
	C2 Neighborhood Commercial		CBD Central Business District
	C3 Community Commercial		M1 Light Industrial
			MU-H Mixed Use High

0 35 70 140 210 280 Feet

Source: Palm Beach County GIS Digital Data 2006-2015
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**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 16-036**

STAFF REPORT

TO: Chair and Members
Planning and Development Board

THRU: Michael Rumpf
Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: February 8, 2017

PROJECT: Ocean One
REZN 16-001

REQUEST: Approve Ocean One rezoning from Central Business District (CBD) to Mixed Use High Intensity (MU-H) District with a proposed two-phase master plan for a total of 358 multi-family rental units, 12,075 square feet of commercial retail space and a 120-room hotel.

PROJECT DESCRIPTION

Property Owner: Ocean One Boynton, LLC

Applicant: Davis Camalier/ Ocean One Boynton, LLC

Agent: Bonnie Miskel, Esq. & Christina Bilenki, Esq./Dunay, Miskel & Backman, LLP

Location: 114 N. Federal Highway (Exhibit "A")

Existing Land Use/
Zoning: Mixed Use Core (MXC) / Central Business District (CBD)

Proposed Land Use/
Zoning: Mixed Use Core (no change)/ MU-H (Mixed Use High Intensity)

Acreage: 3.63 acres

Adjacent Uses:

- North: Right-of way for NE 2nd Avenue (eastward extension of Boynton Beach Blvd), and farther north Casa Costa condominiums/mixed use project, classified Mixed Use Core (MXC) future land use and zoned Mixed Use High Intensity (MU-H); to the northeast, a City-owned property (drainage pond/park) classified Mixed Use Core (MXC) future land use and zoned Central Business District (CBD);
- South: Right-of-way for Ocean Avenue, and farther south the Ocean Plaza developed commercial property classified Mixed Use (MX) future land use and zoned Central Business District (CBD);
- East: First Financial Plaza office commercial condominiums, classified Mixed Use Core (MXC) and zoned Central Business District (CBD); further east, the mixed use project Boynton Beach Marina Village classified Mixed Use Core (MXC) and zoned Mixed Use High (MU-H).
- West: Right-of-way for Federal Highway, and farther west, developed commercial properties designated Mixed Use (MX) land use and zoned CBD Central Business District.

BACKGROUND

The 3.63 acre property, currently vacant, consists of two parcels. The smaller, 0.47 acre parcel on the northern side of the property is presently owned by the Community Redevelopment Agency.

The applicant proposes to develop the property in two phases: phase I, to include 231 multifamily apartment units and 8,575 feet of retail space, and phase II, with 127 multifamily units, 3,500 square feet of retail space and a 120-room hotel. (A site plan for phase I is being processed concurrently.)

The property has been classified Mix Use Core (MXC) since 2002. It was included in the City-initiated Future Land Use amendment that reclassified 19.4 acres of land in the downtown from Mixed Use (MX) to MXC. The action represented the ongoing implementation of the 2001 Federal Highway Corridor Community Redevelopment Plan, which divided the corridor into five planning areas and recommended the most intensive land use category for Planning Area III, the Central Business District (CBD)-zoned downtown. The intended zoning for MXC-classified properties was Mixed Use-High (MX-H), to be requested by a developer and reviewed concurrently with the application for a master plan or a site plan. Three projects have since availed themselves of the MX-H zoning district: Marina Village, Casa Costa and 500 Ocean, with the latter being currently under construction.

The subject property (together with the adjoining First Financial Plaza) was already the subject of an application for a MX-H zoning once, in 2006. The proposed project, consisting of a hotel, multi-family residential and commercial uses, was withdrawn, likely because of the already looming housing market collapse.

The property is under three transportation-related designations: the Downtown Transit-Oriented Development (DTOD) District, Transportation Concurrency Exception Area (TCEA) and Coastal Residential Exception. The DTOD district covers a ½ mile radius around the station (to be located just south of Boynton Beach Boulevard) of the planned Tri-Rail Coastal Link commuter service on the FEC Rail line; the district's regulations support increased intensity of development through a 25% density bonus. The TCEA, in addition to the Coastal Residential Exception applicable east of I-95, exempts all projects within a predetermined threshold from Palm Beach County traffic concurrency thus allowing denser development in the eastern, redeveloping areas of the county.

Since the maximum density for the MX-H zoning district is 80 du/acre, the DTOD density bonus would allow the project to reach a total density of 100 du/acre.

REVIEW BASED ON CRITERIA

The following criteria used to review Comprehensive Plan Map amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3:

- a. Demonstration of Need.** *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

The subject request reflects an ongoing high demand for rental apartments. According to the Marcus & Millichap's multifamily market report for the second quarter of 2016, the vacancy rate in Palm Beach County reached 4.0%, the lowest level of empty apartments since 2005. The rental market will be upheld by "stable employment in service-related positions supporting a large base of retirees," and gains in office jobs commonly held by young professionals, with the latter group contributing to absorption of luxury rentals. According to the company's research, over the last 12 months the Boynton Beach/Delray submarket posted outsize rent growth of 8%, bringing the average rent to \$1,530. The company's fourth quarter report notes that developers have been adding a large number of new apartments, and that, in the short term, new construction will produce increases in the vacancy rate; however "rent growth will not be affected to a great degree, supporting the seventh consecutive year of increases".

Aside from the market consideration, the need for the requested rezoning of the subject site is closely aligned with the City's long standing vision and desire to expand housing in and around the downtown to foster pedestrian activity needed for creation of a vibrant

city center. The City has supported this vision by allowing the highest residential densities in the area; more so in recent years, as the plan for a new Tri-Rail commuter service with a downtown station provided a heightened rationale for intensification of future redevelopment in proximate locations. The increased development intensity and related regulations for the Downtown Transit-Oriented Development (DTOD) District, established in 2014, are consistent with recommendations of the Florida Department of Transportation (FDOT). However, the FDOT model for the Boynton Beach DTOD District is a Community Center station with stipulated densities between 11 and 16 dwelling units per acre, much higher than 7.0 dwelling units per acre, the current gross density within the District.

b. Consistency. Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.

Consistency with the Comprehensive Plan and Redevelopment Plan

The proposed zoning district (MU-H) is consistent with the recommendation of the recently approved 2016 CRA Community Redevelopment Plan (the plan upheld the recommendation of the 2006 update of the Federal Highway Corridor Community Redevelopment Plan for the area).

The proposed future land use amendment and rezoning are also consistent with several applicable policies of the Comprehensive Plan, such as:

Policy 1.18.1 The City shall implement the Transit-Oriented Development (TOD) approach, as described in the 2012 Florida Department of Transportation's TOD Guidebook, to manage future growth within a ½ mile radius around the intersection of Ocean Avenue and the Florida East Coast rail corridor, which is the anticipated location of the Downtown Boynton Beach Station for the planned commuter Tri-Rail Coastal Link service on the FEC Corridor. This area will be referred as the Downtown TOD District hereforth. The inner ¼-mile core of this District shall be designed to accommodate the greatest density and intensity of development.

Policy 1.18.2 The City shall aim to transform the Downtown TOD District area into an active, mixed-use, pedestrian-friendly activity zone, supporting new housing to increase potential ridership, intensifying land development activity, and adding amenities and destination uses for future transit riders. The City shall strive to achieve this goal through facilitating compact, high density and intensity development of a varied mix of land uses.

Note that the subject property is located within the inner 1/4-mile core of the DTOD

District.

Consistency with Land Development Regulations (LDR)

The application for the Master/Site Plan complies with the development regulations of the Mixed Use High (MU-H) zoning district, other than the build-to requirements along the north side of the property and the community design standards that require the parking garage to be wrapped with habitable floor area. The agent has submitted concurrent Community Design Appeal applications and justifications, in an effort to deviate from those design regulations.

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The proposed rezoning will not be contrary to the established land use pattern, will not create an isolated district, nor will it constitute a grant of special privilege to the owner. As already noted in comments for criterion “b,” the project is consistent with recommendations of the 2016 CRA Community Redevelopment Plan. Areas to the north and east of subject property carry the same MXC classification, and the Casa Costa and Marina Village properties are already zoned MU-H as is the 500 Ocean project under construction nearby. The proposed rezoning/master plan will further advance a desirable, sustainable, growth-promoting land use pattern for the location—high density mixed use.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed rezoning meets the definition of “sustainable” as it supports a mixed use, high density infill development whose residents will have access to public transit via Palm Tran bus service along the US 1 corridor (a bus stop is located in front of the proposed project). Eventually, they will also find themselves within walking distance to the Coastal Link commuter station.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

The request is for rezoning only. (Long-term capacity availability for potable water, sewer and solid waste was reviewed as a part of the area-wide FLUM amendment in 2002.) The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

The traffic statement was submitted to the Palm Beach County for information only as the location of the subject property makes it exempt from the Palm Beach County Traffic Performance Standards. The School Capacity Availability Determination (SCAD) letter from the School District of PBC confirmed that capacity for the project is available.

Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

***f. Compatibility.** The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The proposed rezoning would be compatible with the current and future use of adjacent and nearby properties (see response to criterion “c”), and would have a positive impact on the property values. Also—see commentary under criterion “a”—the proposed rezoning represents the scale that would contribute to the creation of a vibrant downtown, benefiting the neighborhood as well as the City as a whole.

***g. Direct Economic Development Benefits.** For rezoning/FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:*

- (1) Further implementation of the Economic Development (ED) Program;*
- (2) Contribute to the enhancement and diversification of the City’s tax base;*
- (3) Respond to the current market demand or community needs or provide services or retail choices not locally available;*
- (4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;*
- (5) Represent innovative methods/technologies, especially those promoting sustainability;*
- (6) Be complementary to existing uses, thus fostering synergy effects; and*

(7) Alleviate blight/economic obsolescence of the subject area.

The proposed project would be yet another major catalyst and synergy contributor in support of a successful, lively downtown (“g1” and “g6”), bringing more development to the area and attracting more residents and visitors to the City. As already noted in this report, the request reflect the ongoing economic recovery and the current market demand, adhering to criterion “g3”, and would, if approved, effect a significant enhancement of the City’s tax base (criterion “g2”). Direct impact on job generation would be negligible, with indirect (multiplier) effects having a more significant potential through increased demand for retail and restaurant uses.

h. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph “g” above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposed rezoning does not reduce the amount of land available for commercial/industrial development. The MXC future land use classification is already in place; however, although we encourage more commercial uses in mixed use developments and would have liked the project to have a more substantial commercial component, developers have a great deal of flexibility to respond to the market.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

No, there are not. The City has little vacant land left. This is a large vacant property downtown; moreover, the location presented an opportunity for a CRA parcel to expand the size of the project.

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

For the master plan/site plan review, see the corresponding staff report. The application

for the Master/Site Plan complies with the development regulations of the Mixed Use High (MU-H) zoning district, other than the build-to requirements along the north side of the property and the community design standards that require the parking garage to be wrapped with habitable floor area. The agent has submitted concurrent Community Design Appeal applications and justifications, in an effort to deviate from those design regulations.

CONCLUSION/RECOMMENDATION

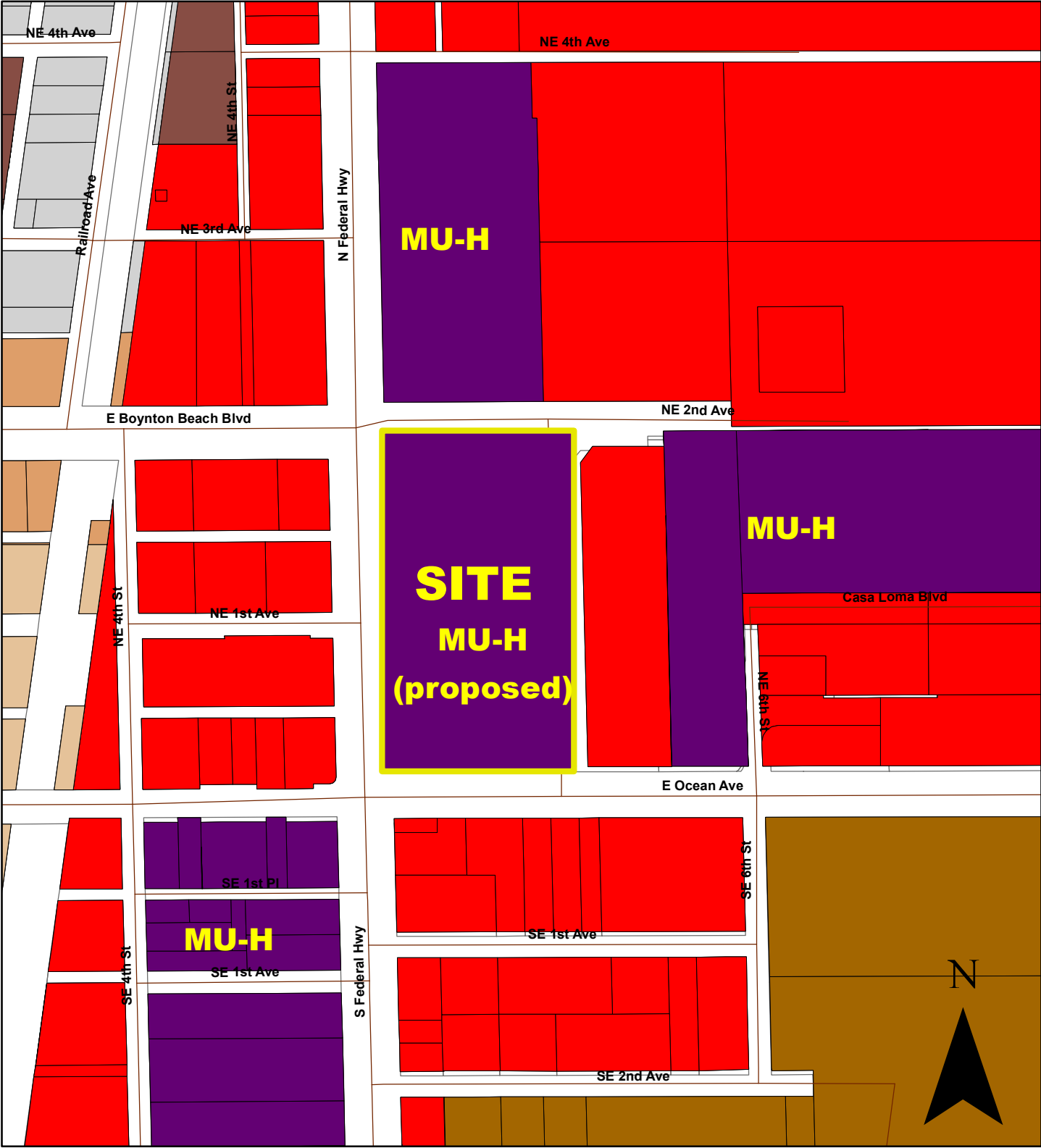
As indicated herein, staff has reviewed the proposed rezoning and determined that it constitutes the implementation of the CRA Community Redevelopment Plan and the policies of the Comprehensive Plan. However, the subject request cannot be approved without a concurrent approval of the Community Design Appeal applications.

S:\Planning\SHARED\WP\PROJECTS\Ocean One\REZN 16-001\REZN 16-001 Ocean One Staff Report.doc

SITE LOCATION MAP

OCEAN ONE (REZONING 16-001)

EXHIBIT "A"



Legend

ZONING DISTRICTS

-  R3 Multi Family
-  C2 Neighborhood Commercial
-  C3 Community Commercial
-  C4 General Commercial
-  CBD Central Business District
-  M1 Light Industrial
-  MU-H Mixed Use High

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CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

PROPOSED ORDINANCE NO. 17-009 - FIRST READING - Approve request for abandonment of a portion of right-of-way of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with request for new site plan approval for the Ocean One mixed-use project. Applicant: Davis Camalier / Ocean One Boynton, LLC.

EXPLANATION OF REQUEST:

Bonnie Miskel, agent for Ocean One Boynton LLC, is requesting to abandon a portion of right-of-way (ABAN 17-001) of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with the request for new site plan approval for the Ocean One mixed-use project (see Exhibit "A" – Location Map).

More specifically, the applicant is requesting to abandon that portion of the Boynton Beach Boulevard right-of-way immediately east of Federal Highway and abutting the north property line of the subject site, which encompasses the current sidewalk improvements and right turn lane onto NE 6th Court (see Exhibit "B" – Legal Description & Sketch). In addition, the applicant is requesting to abandon the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue, to compensate for the 10 feet of the applicant's property to be dedicated from the west side of the project to the Florida Department of Transportation to expand the Federal Highway right-of-way (to provide the required on-street parking).

Staff has determined that the portion of the rights-of-way to be abandoned do not adversely impact traffic or other City functions, do not adversely impact other adjacent property owners, and the proposed improvements to be made by the developer in the areas to be abandoned promote better pedestrian movement and create desirable on street parking in the downtown. Therefore staff recommends that the subject request be APPROVED. The Planning & Development Board reviewed this request on February 28, 2017 and also forwards it with a recommendation for approval.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: None Recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance approving Ocean One ROW abandonment
<input type="checkbox"/> Staff Report	ABAN 17-001 Staff Report
<input type="checkbox"/> Location Map	Exhibit A - Location Map
<input type="checkbox"/> Drawings	Exhibit B1 - Survey
<input type="checkbox"/> Drawings	Exhibit B2 - Site Plan
<input type="checkbox"/> Drawings	Exhibit B3 - Legal Description & Sketch
<input type="checkbox"/> Drawings	Exhibit B4 - Leagal Description & Sketch
<input type="checkbox"/> Letter	Exhibit C - Applicant Justification
<input type="checkbox"/> Conditions of Approval	Exhibit D - Conditions of Approval
<input type="checkbox"/> Development Order	Development Order

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Rumpf, Michael	Approved	3/9/2017 - 3:18 PM
Finance	Howard, Tim	Approved	3/9/2017 - 3:22 PM
Legal	Swanson, Lynn	Approved	3/13/2017 - 11:43 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:55 AM

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ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING ABANDONMENT OF THAT PORTION OF THE BOYNTON BEACH BOULEVARD RIGHT-OF-WAY IMMEDIATELY EAST OF FEDERAL HIGHWAY AND ABUTTING THE NORTH PROPERTY LINE OF THE SUBJECT SITE, WHICH ENCOMPASSES THE CURRENT SIDEWALK IMPROVEMENTS AND RIGHT TURN LANE ONTO NE 6TH COURT ALONG WITH THE ABANDONMENT OF THE WEST 10 FEET OF NE 6TH COURT, BETWEEN BOYNTON BEACH BOULEVARD AND OCEAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, SUBJECT TO STAFF COMMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ocean One Boynton LLC., Applicant is requesting the City abandon that portion of the Boynton Beach Boulevard right-of-way immediately east of Federal Highway and abutting the north property line of the subject site, which encompasses the current sidewalk improvements and right turn lane onto NE 6th Court along with the abandonment of the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue, subject to staff comments; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been previously held before the City's Planning & Development Board, and the City Commission on the proposed abandonments; and

WHEREAS, staff finds that the portion of the Boynton Beach Boulevard right-of-way immediately east of Federal Highway and abutting the north property line of the subject site, which encompasses the current sidewalk improvements and right turn lane onto NE 6th Court along with the abandonment of the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue no longer serves a public purpose, and the City Commission adopts that finding.

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

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon that portion of the Boynton Beach Boulevard right-of-way immediately east of Federal Highway and abutting the north property line of the subject site, which encompasses the current sidewalk improvements and right turn lane onto NE 6th Court along with the abandonment of the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, INCLUDING PORTIONS OF LOTS 1 THROUGH 6, "FUNK BROS. ADDITION TO THE TOWN OF BOYNTON", AS RECORDED IN PLAT BOOK 2 AT PAGE 13 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 41 "DEWEY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, ALL IN ACCORDANCE WITH THE "AGREEMENT PLAT", AS RECORDED IN PLAT BOOK 10 AT PAGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°55'38" EAST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 86.08 FEET; THENCE SOUTH 00°04'22" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°55'38" EAST, A DISTANCE OF 216.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°20'52", A DISTANCE OF 38.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°43'30" EAST, ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 1 THROUGH 6 AND THE EAST LINE OF SAID LOT 41, A DISTANCE OF 549.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 91°34'03", A DISTANCE OF 15.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°50'33" WEST, ALONG A LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 41, A DISTANCE OF 10.00 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 91°34'03", A DISTANCE OF 15.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°43'30" WEST, ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 41 AND LOTS 1 THROUGH 6, A DISTANCE OF 525.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°42'29", A DISTANCE OF 40.02 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°34'01" WEST, A DISTANCE OF 41.95 FEET; THENCE NORTH 76°46'09" WEST, A DISTANCE OF 50.34 FEET; THENCE SOUTH 89°55'38" WEST, A DISTANCE OF 129.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 25°51'49", A DISTANCE OF 9.03 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 70°12'14" EAST (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF A RIGHT-OF-WAY DEDICATED PER OFFICIAL RECORDS BOOK 23563 AT PAGE 1115 OF SAID PUBLIC RECORDS); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 70°07'51", A DISTANCE OF 30.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 10,379 SQUARE FEET, MORE OR LESS.

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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 _____, 2017.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that The City Commission of the City of Boynton Beach, Florida, does hereby abandon that portion of the Boynton Beach Boulevard right-of-way immediately east of Federal Highway and abutting the north property line of the subject site, which encompasses the current sidewalk improvements and right turn lane onto NE 6th Court along with the abandonment of the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue, subject to staff comments. The property being abandoned is more particularly described as follows:

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, INCLUDING PORTIONS OF LOTS 1 THROUGH 6, "FUNK BROS. ADDITION TO THE TOWN OF BOYNTON", AS RECORDED IN PLAT BOOK 2 AT PAGE 13 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 41 "DEWEY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, ALL IN ACCORDANCE WITH THE "AGREEMENT PLAT", AS RECORDED IN PLAT BOOK 10 AT PAGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°55'38" EAST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 86.08 FEET; THENCE SOUTH 00°04'22" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°55'38" EAST, A DISTANCE OF 216.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°20'52", A DISTANCE OF 38.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°43'30" EAST, ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 1 THROUGH 6 AND THE EAST LINE OF SAID LOT 41, A DISTANCE OF 549.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 91°34'03", A DISTANCE OF 15.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°50'33" WEST, ALONG A LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 41, A DISTANCE OF 10.00 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 91°34'03", A DISTANCE OF 15.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°43'30" WEST, ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 41 AND LOTS 1 THROUGH 6, A DISTANCE OF 525.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°42'29", A DISTANCE OF 40.02 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°34'01" WEST, A DISTANCE OF 41.95 FEET; THENCE NORTH 76°46'09" WEST, A DISTANCE OF 50.34 FEET; THENCE SOUTH 89°55'38" WEST, A DISTANCE OF 129.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 25°51'49", A DISTANCE OF 9.03 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 70°12'14" EAST (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF A RIGHT-OF-WAY DEDICATED PER OFFICIAL RECORDS BOOK 23563 AT PAGE 1115 OF SAID PUBLIC RECORDS); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET

AND A CENTRAL ANGLE OF 70°07'51", A DISTANCE OF 30.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 10,379 SQUARE FEET, 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 _____, 2017.

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

Judith A. Pyle, CMC
City Clerk

Lori LaVerriere, City Manager

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Lori LaVerriere and Judith A. Pyle, CMC, City Manager and City Clerk respectively, of the City of Boynton Beach, Florida, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged the execution thereof to be their free hand and deed as such officers, for the uses and purposes mentioned therein; that they affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this ____ day of _____, 2017.

NOTARY PUBLIC, State of Florida
My Commission Expires:

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-007**

TO: Chair and Members
Planning & Development Board

THRU: Michael W. Rumpf
Planning and Zoning Director

FROM: Ed Breese
Principal Planner

DATE: February 16, 2017

SUBJECT: Abandonment of a portion of right-of-way (ABAN 17-001) of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with request for new site plan approval of Ocean One mixed use project.

NATURE OF REQUEST

Bonnie Miskel, agent for Ocean One Boynton LLC, is requesting to abandon a portion of right-of-way (ABAN 17-001) of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with request for new site plan approval of Ocean One mixed use project (see Exhibit “A” – Location Map).

More specifically, the applicant is requesting to abandon that portion of the Boynton Beach Boulevard right-of-way immediately east of Federal Highway and abutting the north property line of the subject site, which encompasses the current sidewalk improvements and right turn lane onto NE 6th Court (as depicted and described in Exhibit “B” – Legal Description & Sketch).

In addition, the applicant is requesting to abandon the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue, to compensate for the 10 feet of the applicant's property to be dedicated from the west side of the project to the Florida Department of Transportation to expand the Federal Highway right-of-way, in order to provide the required on-street parking.

The following is a description of the zoning districts and land uses of the properties that surround the subject request:

North: Right-of-way for Boynton Beach Boulevard and farther north is a developed mix use project (Casa Costa) zoned MU-H (Mixed Use-High);

South: Vacant land under concurrent development review and known as the Ocean One project and farther south is right-of-way for Ocean Avenue;

East: Right-of-way for NE 6th Court and farther east are developed properties (First Financial Building) zoned CBD (Central Business District) and Marina Village

zoned MU-H (Mixed Use-High); and

West: Vacant land under concurrent development review and known as the Ocean One project and farther west is right-of-way for Federal Highway and farther west is developed commercial properties zoned CBD (Central Business District).

BACKGROUND

The applicant is requesting to abandon a portion of Boynton Beach Boulevard right-of-way immediately east of Federal Highway, which currently is comprised of sidewalk and landscape improvements and a right turn lane onto NE 6th Court. While the proposed abandonment of this section of Boynton Beach Boulevard reduces the right-of-way width, it will not affect the existing number or size of travel lanes within the roadway, only the loss of the right turn lane onto NE 6th Court, which is not warranted based upon predicted traffic volumes. The developer will be creating a new paver walk and landscape area, between 10 feet and 24 feet in width, on his property to offset the loss of the existing sidewalk and landscape area along the south side of Boynton Beach Boulevard, including a 10 foot wide sidewalk easement dedicated to the City.

Also, the applicant is requesting to abandon the west 10 feet of NE 6th Court, between Boynton Beach Boulevard and Ocean Avenue, to compensate for the 10 feet of the applicant's property to be dedicated from the west side of the project to the Florida Department of Transportation to expand the Federal Highway right-of-way, in order to provide the required on-street parking. The right-of-way on NE 6th Court will be reduced from 50 feet to 40 feet, with a minimum 7 foot wide sidewalk on the west side, partially in the right-of-way and partially on private property (a 5 foot wide sidewalk easement would be dedicated to the City), on-street parallel parking, a 20 foot wide two lane drive and finally, a 4 foot wide sidewalk on the east side of the street. As noted, staff supports the addition of on-street parallel parking on both Federal Highway and NE 6th Court, which justifies the abandonment request. Additionally, the applicant has submitted a justification statement for the requests (see Exhibit "C" – Applicant's Justification).

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 w/ provision of necessary easements.
Public Works/Utilities	-	No objection w/ provision of necessary easements.
Planning and Zoning	-	No objection

PUBLIC UTILITY COMPANIES

Florida Power and Light	-	No objection w/ provision of necessary easements and relocation of utilities at developer's cost, if necessary.
AT & T	-	No objection w/ provision of necessary easements and relocation of utilities at developer's cost, if necessary.
Florida Public Utilities	-	No objection
Comcast	-	No objection w/ provision of necessary easements and relocation of utilities at developer's cost, if necessary.
Hotwire	-	No objection
PBC Traffic Engineering	-	No objection

RECOMMENDATION

Staff has determined that the subject portion of the rights-of-way requested to be abandoned do not adversely impact traffic or other City functions, do not adversely impact other adjacent property owners, and the proposed improvements to be made by the developer in the areas to be abandoned promote better pedestrian movement and create desirable on street parking in the downtown. Based on the above analysis, staff recommends APPROVAL of the applicant's request to abandon these portions of the rights-of-way, subject to the attached conditions. Any conditions requested by the Planning and Development Board or required by the Commission will be placed in Exhibit "D" - Conditions of Approval.

S:\Planning\SHARED\WP\PROJECTS\Ocean One\ABAN 17-001\Staff Report.doc

SITE LOCATION MAP



0 20 40 80 120 160
Feet

LOTS 1 THROUGH 6, "JUNK BROS. ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 13 OF SAID PUBLIC RECORDS, AND LOT 41, "DEWEY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, AND ALL REPLATTED AS "AGREEMENT PLAT SHOWING PROPERTY IN NW¼/OF NW¼/OF NW¼/AN SECTION 27 T4SS, R43E, S42E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 AT PAGE 2 OF SAID PUBLIC RECORDS.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN 50.00 FEET OF THE WEST LINE OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THE PART INCLUDED IN THE EXTERNAL AREA OF A 10.00 FOOT RADIUS ARC WHICH IS TANGENT TO A LINE 25.00 FEET WEST OF THE EAST LINE OF SAID LOT 41 AND TO A LINE 45.00 FEET NORTH OF THE CENTERLINE OF STATE ROAD 804.

ALSO LESS AND EXCEPT THE PART INCLUDED IN THE QUIT CLAIM DEED
RECORDED IN OFFICIAL RECORDS BOOK 23563 AT PAGE 1115 OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EXISTING EASEMENTS AND RIGHTS OF WAY LISTED IN TITLE COMMITMENT EFFECTIVE DATE: FEBRUARY 7, 2016 AT 11:00 PM, HAVE BEEN RECORDED IN PUBLIC RECORDS OF THE PUBLIC CLERK OF Dade County, FLORIDA. SHOWN HEREIN. DOCUMENTS RECORDED IN D.B. 681, P.G. 68; D.B. 1132, P.G. 271; D.B. 6495, P.G. 761 AND ORB 6495, P.G. 1165
3. ALL EASEMENTS, E.D.B.'S, RIGHTS-OF-WAY LISTED IN OWNERSHIP AND ENCUMBRANCE REPORT NUMBER 5671474 AS PREPARED BY COMMON-WEALTH LAND TITLE INSURANCE COMPANY, DATED MARCH 18, 2016, ARE SHOWN HEREIN.
4. ALL EASEMENTS, E.D.B.'S, RIGHTS-OF-WAY TRANSFERRED TO FLORIDA STATE HIGHWAY, ARE SHOWN HEREIN. ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR FLORIDA ZONE 17N, WITH THE EAST LINE OF SAID U.S. HIGHWAY NO. 1 HAVING A BEARING OF NORTH 01°22'01" WEST, ACCORDING TO PALM BEACH COUNTY CONTROL MONUMENTS "CHUCK", "CREST" AND "CROWN".
5. ALL ELEVATIONS SHOWN HEREIN ARE BASED ON PALM BEACH COUNTY BENCHMARK "LJARWOODS", - BRASS DISK IN CONCRETE STAMPED LJARWOODS - DISK LOCATED 10.7' E. OF E.O.P. U.S. 1, 164' N. OF CENTERLINE BOYNTON BEACH BOULEVARD. ALL DISTANCES SHOWN ARE GROUND DISTANCES. A SCALE FACTOR OF 1.0000437 WAS USED FOR THIS SURVEY.
6. THE AREA OF THE PROPERTY SURVEYED IS 3.478 ACRES, MORE OR LESS.
- 7.

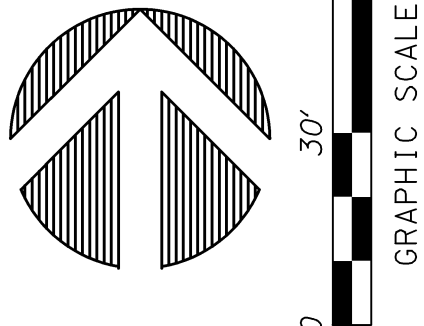
COMMUNITY NUMBER : I20196
 PANEL NUMBER : 0003
 SUFFIX : C
 DATE OF FIRM INDEX : SEPTEMBER 30, 1982
 ZONE : B

A	ARC	CATCH BASIN
SPH	SPHERICAL	CATCH BASIN (INLET)
C	CALCULATED	CONCRETE UTILITY POLE
CG	CURE & GUTTER	GUY ANCHOR WIRE
CG F.	CONCRETE FENCE	WOOD UTILITY POLE
CONC.	CONCRETE	SANITARY SEWER MANHOLE
COR.	CORNER (CENTRAL ANGLE)	LIGHT POLE
D.E.	DRAINAGE EASEMENT	BELL SOUTH MANHOLE
D.F.	DRAIN FLOOD	WATER VALVE
I.R.C.	IRON ROD AND CAP	FIRE HYDRANT
L.B.	LICENSED BUSINESS	SINGLE SUPPORT SIGN
L.W.O.D.	LAKE WORTH DRAINAGE DISTRICT	DRAINAGE MANHOLE
MN.	MONUMENT	TRAFFIC SIGNAL BOX
P.B.	PLAY BOOK	
P.B.C.R.	PALM BEACH COUNTY RECORDS	
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER	
W.F.	WOOD FENCE	


I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

LAST DATE OF FIELD WORK : JUNE 7, 2016

	JOB NO. 04175
	SCALE 1"=30'
	FB / PG 1
	DRAWN JSH
	CHECKED JEK
SEAL	SHEET 1 OF 1



BOUNDARY AND TOPOGRAPHIC SURVEY





947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

OCEAN ONE - ROAD RIGHT-OF-WAY ABANDONMENT

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, INCLUDING PORTIONS OF LOTS 1 THROUGH 6, "AGREEMENT PLAT", AS RECORDED IN PLAT BOOK 10 AT PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 41 "DEWEY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH $89^{\circ}55'38''$ EAST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 86.08 FEET; THENCE SOUTH $00^{\circ}04'22''$ EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}55'38''$ EAST, A DISTANCE OF 216.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $88^{\circ}20'52''$, A DISTANCE OF 38.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $01^{\circ}43'30''$ EAST, ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 1 THROUGH 6 AND THE EAST LINE OF SAID LOT 41, A DISTANCE OF 549.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF $91^{\circ}34'03''$, A DISTANCE OF 15.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $89^{\circ}50'33''$ WEST, ALONG A LINE 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 41, A DISTANCE OF 10.00 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF $91^{\circ}34'03''$, A DISTANCE OF 15.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH $01^{\circ}43'30''$ WEST, ALONG A LINE 25.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 41 AND LOTS 1 THROUGH 6, A DISTANCE OF 525.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $91^{\circ}42'29''$, A DISTANCE OF 40.02 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $86^{\circ}34'01''$ WEST, A DISTANCE OF 41.95 FEET; THENCE NORTH $76^{\circ}46'09''$ WEST, A DISTANCE OF 50.34 FEET; THENCE SOUTH $89^{\circ}55'38''$ WEST, A DISTANCE OF 129.69 FEET TO THE POINT OF

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

LAST DATE OF FIELD WORK : NOT A SURVEY

Project Name:	OCEAN ONE	R/W ABANDONMENT	DATE:	09/28/2016
JOB NO.	04175	DWG BY:	JSH	
		CK'D BY:	JEK	SHEET 1 OF 3

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 25°51'49", A DISTANCE OF 9.03 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 70°12'14" EAST (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF A RIGHT-OF-WAY DEDICATED PER OFFICIAL RECORDS BOOK 23563 AT PAGE 1115 OF SAID PUBLIC RECORDS); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 70°07'51", A DISTANCE OF 30.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 10,379 SQUARE FEET, MORE OR LESS.

NOTES

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2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 27, HAVING A BEARING OF NORTH 01°23'00" WEST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.

ABBREVIATIONS

L	•	ARCLength
CONC.	•	CONCRETE
COR.	•	CORNER
D	•	DELTA (CENTRAL ANGLE)
L.B.	•	LICENSED BUSINESS
L.S.	•	LICENSED SURVEYOR
O.R.B.	•	OFFICIAL RECORDS BOOK
P.O.B.	•	POINT OF BEGINNING
P.O.C.	•	POINT OF COMMENCEMENT
P.B.	•	PLAT BOOK
P.B.C.R.	•	PALM BEACH COUNTY RECORDS
PG.	•	PAGE
P.S.M.	•	PROFESSIONAL SURVEYOR & MAPPER
R/W	•	RIGHT-OF-WAY

JOB NO.	04175	Project Name:	OCEAN ONE	DWG BY:	JSH	SCALE:	N/A
			RIGHT-OF-WAY ABANDONMENT	CK'D By:	JEK	DATE:	09/28/2016
						SHEET 2 OF 3	

BOYNTON BEACH BOULEVARD
N LINE SECTION 27-45-43

Page 563 of 675



947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

OCEAN ONE - ROAD RIGHT-OF-WAY DEDICATION

LEGAL DESCRIPTION

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SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 5,748 SQUARE FEET, MORE OR LESS.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

LAST DATE OF FIELD WORK : NOT A SURVEY

Project Name:	OCEAN ONE	R/W DEDICATION	DATE:	09/28/2016
JOB NO.	04175	DWG BY:	JSH	
		CK'D By:	JEK	SHEET 1 OF 3

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

NOTES

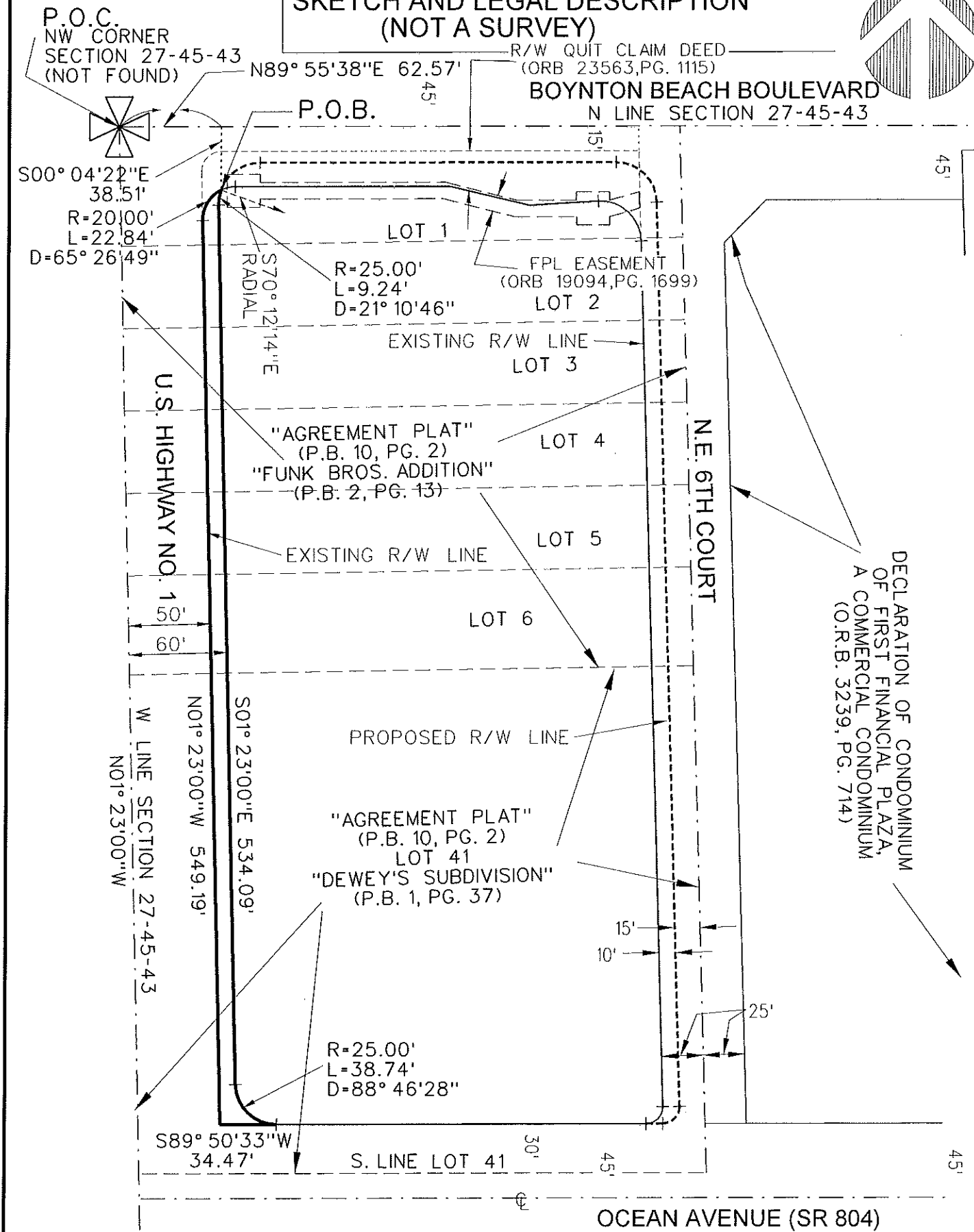
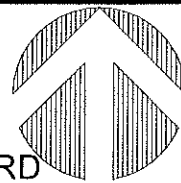
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L.S.	•	LICENSED SURVEYOR
O.R.B.	•	OFFICIAL RECORDS BOOK
P.O.B.	•	POINT OF BEGINNING
P.O.C.	•	POINT OF COMMENCEMENT
P.B.	•	PLAT BOOK
P.B.C.R.	•	PALM BEACH COUNTY RECORDS
PG.	•	PAGE
P.S.M.	•	PROFESSIONAL SURVEYOR & MAPPER
R/W	•	RIGHT-OF-WAY

JOB NO.	04175	Project Name:	OCEAN ONE	DWG BY:	JSH	SCALE:	N/A
			RIGHT-OF-WAY DEDICATION	CK'D By:	JEK	DATE:	09/28/2016
							SHEET 2 OF 3

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO.	04175	Project Name:	OCEAN ONE	DWG BY:	JSH	SCALE:	1"=80'
			RIGHT-OF-WAY DEDICATION	CK'D By:	JEK	DATE:	09/28/2016
							SHEET 3 OF 3



Gary Dunay
Bonnie Miskel
Scott Backman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades

Christina Bilenki
Heather Jo Allen
Andrea Keiser

**Ocean One
Abandonment Justification
Boynton Beach Blvd & NE 6th Court**

Ocean One Boynton, LLC ("Petitioner") is the owner of the +/- 3.63 gross acre parcel located at 114 North Federal Highway, which is generally located on the northeast corner of Federal Highway and Boynton Ocean Avenue (SR 84) ("Property") within the City of Boynton Beach ("City"). The Property has an underlying land use designation of Mixed Use Core ("MXC") on the City's Future Land Use Map and is currently zoned Central Business District ("CBD"). The Property is also within the City's Downtown Transit-Oriented Development District ("DTODD") Overlay Zone. The Property is currently vacant. Petitioner proposes to redevelop the Property with two hundred thirty seven (237) multi-family residential units that are highly amenitized to ensure an upscale living environment for future residents ("Project"). In order to develop the Project, Petitioner is also requesting a rezoning of the Property to the City's Mixed Use-High Intensity ("MU-H") zoning district.

The Property is further located within the Transit Oriented Design ("TOD") District around the future transit station under the City's Community Redevelopment Agency's ("CRA") Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district.

The Project seeks to redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work. The Project will help satisfy a community need and is compatible with surrounding residential and commercial development.

In order to develop the Project, Petitioner is seeking the abandonment of a portion of Boynton Beach Boulevard adjacent to the Property. This portion of Boynton Beach Boulevard is a local road where the right-of-way terminates. As such, a smaller right-of-way is more ideal to serve the properties in the immediate area. This will also allow for a large pedestrian plaza that will create a vibrant development. Further, in order to accommodate on-street parking along Federal Highway, Petitioner is also seeking abandonment of ten (10) feet of NE 6th Court and will be dedicating ten (10) feet for right-of-way along Federal Highway.

In support of the abandonment request, Petitioner will demonstrate that the abandonment meets the criteria listed in Part III, Chapter 2, Article II, Section 2.G.3 of the City's Code of Ordinances ("Code") as follows: (a) Access – the subject land provides a legal means of access to a lot of record; the abandonment does not result in a permanent stoppage, interruption or an unacceptable level of service for the subject lot or neighbors lots or developments with respect to police, fire or other emergency services or solid waste removal; (b) Utilities – The subject land does not contain, support or allow potable water, sanitary sewer, or other utility which would be permanently stopped or interrupted or cause an unacceptable level of service to the subject lot or neighboring lots or development; (c) Drainage and Wastewater Management – The subject land does not contain, support or allow a legal means of drainage or wastewater for such lot or on neighboring lots, subdivisions or developments which would cause or result in a stoppage, interruption or unacceptable level of service; (d) Conservation – the subject land does not contain, support or allow the means for conservation or preservation of flora or fauna.

(a) Access – Does the subject land provides a legal means of access to a lot of record? Would the abandonment result in a permanent stoppage, interruption or an unacceptable level of service for the subject lot or neighboring lots or developments with respect to police, fire or other emergency services or solid waste removal?

The subject land does provide a legal means of access to a lot of record. However, the abandonment will not interrupt or prevent access to adjacent properties and developments. The Project seeks to abandon only a portion of the right-of-way adjacent to the Property and will not interrupt vehicular traffic to adjacent properties. The right-of-way along Boynton Beach Boulevard included in this request contains a turn-lane which is not required based on the anticipated vehicular traffic servicing the Project and adjacent parcels. This portion of Boynton Beach Boulevard is a local road which terminates as it approached the Intracoastal Waterway and is unnecessary to accommodate vehicles traveling in the area. Further, the additional right-of-way being vacated along NE 6th Court would narrow the roadway servicing the Property and the adjacent parcel to the east. It will not prevent legal access to any lot of record. Narrowing the right-of-way will also slow down vehicles traveling in the area and allow for safer vehicular movements and pedestrian crossing. Further, the abandonment requests will not result in a permanent stoppage, interruption or an unacceptable level of service for the neighboring developments with respect to police, fire, other emergency services or solid waste removal. As part of the site plan approval process for the Project, the proposed right-of-ways and related abandonment requests have been reviewed by police and fire and deemed acceptable for emergency services. Further, the abandonment for NE 6th Court is proposed with a dedication along Federal Highway to allow for on-street parking at the request of the City. As such, the abandonment request for the Project complies with this criteria.

(b) Utilities – Does the subject land contain, support or allow potable water, sanitary sewer, or other utility which would be permanently stopped or interrupted or cause an unacceptable level of service to the subject lot or neighboring lots or development?

The subject land does not contain, support or allow potable water, sanitary sewer or other utility which would be permanently stopped or interrupted. Petitioner has reviewed the request with the City's Utilities and Engineering Departments to determine any impacts of the proposed abandonment to the

adjacent properties. Petitioner will be relocating any necessary facilities in order to accommodate the Project and has been working closely with the City to ensure there is no interruption to any neighboring lot or developed serviced by the existing facilities in this area. Further, the abandonment for NE 6th Court is proposed with a dedication along Federal Highway to allow for on-street parking at the request of the City. As such, the abandonment request will not cause an interruption or an unacceptable level of service to those properties service by any existing potable water, sanitary sewer or other utilities contained within these right-of-ways.

(c) Drainage and Wastewater Management – Does the subject land contain, support or allow a legal means of drainage or wastewater for such lot or on neighboring lots, subdivisions or developments which would cause or result in a stoppage, interruption or unacceptable level of service?

The subject land does not contain, support or allow a means of drainage or wastewater for neighboring lots, subdivisions or other developments which would cause or result in a stoppage, interruption or unacceptable level of service. As part of the site plan process, Petitioner has submitted civil plans which address drainage and wastewater management in the vicinity of the Property. Petitioner has been working closely with the City's utilities and engineering divisions to ensure the Project complies with all drainage requirements and does not have an adverse impact to any adjacent Properties. Any facilities impacted by the Project will be relocated to ensure there is no interruption or unacceptable level of service. As such, the abandonment request meets this criteria.

(d) Conservation – Does the subject land does not contain, support or allow the means for conservation or preservation of flora or fauna?

The abandonment area does not contain or allow the means for conservation or preservation of flora or fauna. The existing right-of-way proposed for abandonment is currently paved and does not contain any plant materials or animal life. As such, the proposed abandonment meets this criteria.

EXHIBIT "D"

CONDITIONS OF APPROVAL

Project Name: Ocean One
 File number: ABAN 17-001
 Reference: 5th review plans identified as a New Site Plan with a February 13, 2017 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. A utility easement needs to be provided if the storm sewer line, located on the NE corner of Boynton Beach Boulevard and NE 6 th Court, will be inside the property line after the building is shifted 10 feet towards NE 6 th Court.	X	
FIRE		
Comments: None.	X	
POLICE		
Comments: None.	X	
BUILDING DIVISION		
Comments: None.	X	
PARKS AND RECREATION		
Comments: None.	X	
PLANNING AND ZONING		
Comments:		
2. The abandonment is subject to recording of sidewalk easement agreements acceptable to the City.	X	
3. Any conditions of approval from the various utility companies requiring new or revised easements and developer relocation of their facilities will be required to be addressed prior to issuance of a building permit.	X	

DEPARTMENTS	INCLUDE	REJECT
4. Approval is subject to approval of the concurrent applications for Rezoning, New Site Plan and Community Design Appeals.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.	X	
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.	X	
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\Ocean One\ABAN 17-001\COA post P&D.doc

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Ocean One (ABAN 17-001)

APPLICANT: Davis Camalier, Ocean One Boynton LLC

APPLICANT'S ADDRESS: 9816 S. Military Trail, Suite C2-3, Boynton Beach, FL 33436

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: April 4, 2017

APPROVAL SOUGHT: Request for abandonment of a portion of right-of-way of Boynton Beach Boulevard east of Federal Highway, and NE 6th Court between Boynton Beach Boulevard and Ocean Avenue, in conjunction with request for new site plan approval of the Ocean One mixed use project.

LOCATION OF PROPERTY: 114 N. Federal Highway

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant
 ___ HAS
 ___ HAS NOT

 established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."
4. The Applicant's request is hereby
 ___ GRANTED subject to the conditions referenced in paragraph 3 above.
 ___ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: _____

DATED: _____

City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Approve requests for a Community Design Appeal of 1) Chapter 3, Article III, Section 5.C., "Build-to-line", which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of approximately 19 feet; and 2) Chapter 4, Article III, Section 6.F., "Off-Street Parking Area Standards", which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. Applicant: Davis Camalier / Ocean One Boynton, LLC. ***THIS ITEM IS ADVERTISED FOR THIS MEETING BUT SHOULD BE TABLED TO APRIL 4, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION TAKEN ON THE CORRESPONDING REZONING AND ABANDONMENT ITEMS.***

EXPLANATION OF REQUEST:

Bonnie Miskel, agent for Ocean One Boynton LLC, is requesting approval of two (2) Community Design Plan Appeals. The first appeal request is of Chapter 3, Article III, Section 5.C., "Build-to-line", which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of 19 feet. This is a very minor deviation of the 15 feet allowed and provides for a more active pedestrian environment, permitting greater opportunities for larger planting areas to facilitate a grander planting scheme (allowing for the placement of large Medjool Date palms and 24 foot tall Oak trees), and creating a more prominent entry into the Marina District to the east.

The second is of Chapter 4, Article III, Section 6.F., "Off-Street Parking Area Standards", which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. The applicant is proposing retail use for the ground level of the garage fronting Federal Highway, and continuing the residential façade across the front of the garage, to give the appearance of habitable space, with the windows on the second floor housing public art displays, and the windows on floors three (3) through six (6) housing light box displays.

Staff has determined that the project meets the intent of the review criteria for Community Design Appeals in relation to 1) the relatively minor (4 foot deviation) in the build-to-line criteria; and 2) the façade of the garage (through the use of retail space on the ground floor, utilization of similar architectural features of the residential portion of the building on the remainder, and through the provision of art and lighted display boxes in the windows of the garage, above the retail space, facing Federal Highway).

The Planning & Development Board reviewed these requests at the February 28, 2017 meeting and recommended approval.

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

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended.

STRATEGIC PLAN:**STRATEGIC PLAN APPLICATION:** N/A**CLIMATE ACTION:****CLIMATE ACTION DISCUSSION:** N/A

Is this a grant?**Grant Amount:**

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Exhibit A - Location Map
<input type="checkbox"/> Drawings	Exhibit B - Architectural Plans
<input type="checkbox"/> Letter	Exhibit C1 - Applicant Justification (Build-to-line)
<input type="checkbox"/> Letter	Exhibit C2 - Applicant Justification (garage facade)
<input type="checkbox"/> Conditions of Approval	Conditions of Approval
<input type="checkbox"/> Development Order	Development Order


REVIEWERS:


Department	Reviewer	Action	Date
Planning & Zoning	Rumpf, Michael	Approved	3/9/2017 - 3:17 PM
Finance	Howard, Tim	Approved	3/9/2017 - 3:23 PM
Legal	Swanson, Lynn	Approved	3/9/2017 - 4:53 PM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 9:58 AM

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-006**

STAFF REPORT

TO: Chair and Members
Planning and Development Board and City Commission

THRU: Michael W. Rumpf, Director of Planning & Zoning 

FROM: Ed Breese, Principal Planner 

DATE: February 17, 2017

PROJECT NAME/NO: Ocean One / CDPA 17-001 & 17-002

REQUEST: Approve requests for a Community Design Appeal of 1) Chapter 3, Article III, Section 5.C., "Build-to-line", which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of approximately 19 feet; and 2) Chapter 4, Article III, Section 6.F., "Off-Street Parking Area Standards", which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. Applicant: Davis Camalier, Ocean One Boynton LLC

Property Owner: Ocean One Boynton LLC

Agent: Bonnie Miskel, Dunay, Miskel & Backman, LLP

Location: 114 N. Federal Highway - SE corner of Federal Highway and Boynton Beach Boulevard (see Exhibit "A" - Site Location Map)

Site Details: The applicant has submitted development applications for a Rezoning, New Site Plan, Community Design Plan Appeal and Abandonment for a mixed-use project known as Ocean One, which consists of 231 dwelling units within an eight (8)-story building, retail space, and associated recreational amenities and parking on 1.93 acres. The vacant site is proposed to be developed in two (2) phases, with Phase I being the subject of this review.

NATURE OF REQUEST

As noted above, Bonnie Miskel, agent for Ocean One Boynton LLC, is requesting approval of two (2) Community Design Plan Appeals. The first appeal request is of Chapter 3, Article III, Section 5.C., "Build-to-line", which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of 19 feet. The second is of Chapter 4, Article III, Section 6.F., "Off-Street Parking Area Standards", which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. The applicant is proposing the ground level of the garage fronting Federal Highway house retail space, and continuing the residential façade across the front of the garage, to give the appearance of habitable space, with the windows on the second floor housing public art displays, and the windows on floors three (3) through six (6) housing light box displays.

box displays.

BACKGROUND AND ANALYSIS

The first application submitted for Community Design Plan Appeal involves Land Development Regulations (LDR) Chapter 3, Article III, Section 5.C., which requires buildings to be constructed along the roadway frontages with a build-to-line of 0 to 15 feet. Approval may be granted by staff of up to a 15 foot setback in order to 1) *optimize landscape design*; 2) *maximize on-site drainage solutions*; 3) *accommodate architectural features and building enhancements*; or 4) *to otherwise enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating area*. There is only one side of the building (north) proposed to be located outside of the build-to-line (proposed at approximately 19 feet, or 4 feet in excess of that allowed), and accordingly, is the subject of this specific appeal request. The applicant has submitted a Justification Statement (Exhibit “C”) date-stamped November 4, 2016 addressing each of the following review criteria for such applications:

- a) *Whether the proposed request will demonstrate consistency with the Comprehensive Plan;*
- b) *Whether the proposed request will not significantly detract from the livability or appearance of the city and will be consistent with the established or desired character of the area, or with the redevelopment plan, where applicable;*
- c) *On balance, whether the proposed request will be consistent with the purpose of the standard for which a deviation is requested. Granting the request will equally or better meet the purpose of the standard to be appealed;*
- d) *Whether the proposed request is intended to save or preserve existing trees or desired flora;*
- e) *Whether the proposed request will have adverse environmental impacts that cannot be prevented by the imposition of conditions;*
- f) *Whether the proposed request will have an adverse impact on property values of abutting or adjacent land;*
- g) *Whether the proposed request will seriously reduce the quality or quantity of light and air available to adjacent properties;*
- h) *Whether the proposed request is necessary to further the objectives of the City to assist with economic development and business promotion; and*
- i) *Whether the proposed request meets the purpose and intent of these regulations but conflicts with another site development standard or requirement, including sustainable development and green initiatives.*

The applicant is proposing a public plaza at the NW corner of the site, in which the building is setback approximately 45 feet, and which is consistent with the Community Redevelopment Agency (CRA) design guidelines, encouraging public spaces at focal points of downtown mixed use projects. However, further east along the north side of the property, the building setback varies from 15 feet measured from certain building columns, to nearly 19 feet. This is a very minor deviation of the 15 feet allowed and provides for a more active pedestrian environment, permitting greater opportunities for larger planting areas to facilitate a grander planting scheme (allowing for the placement of large Medjool Date palms

and 24 foot tall Oak trees), and creating a more prominent entry into the Marina District to the east.

The second application submitted for Community Design Plan Appeal involves Land Development Regulations (LDR) Chapter 4, Article III, Section 6.F., “Off-Street Parking Area Standards”, which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space. Once again, the applicant has prepared responses to the review criteria (see Exhibit “C” - Justification Statement) and believes that the building as proposed will not significantly detract from the livability or appearance of the downtown and will be consistent with the desired character of the area and redevelopment plan. By providing the ground level retail space, the applicant believes an active pedestrian experience will be promoted, and since the balance of the garage façade is designed utilizing similar architectural features of the residential units, it will be difficult to distinguish between habitable and uninhabitable space in the building. While staff believes the appearance between habitable and non-habitable space will be distinguishable, the architectural treatments are such that the residential building and garage blend well together as a cohesive structure, as opposed to two distinct buildings. Additionally, the fact that the applicant proposes to incorporate art and lighted display boxes in the windows of the garage, above the retail space facing Federal Highway, should add interest to the façade, enhance the pedestrian experience, and further the artistic ambiance of the downtown.

In conclusion, staff has determined that the project meets the intent of the review criteria for Community Design Appeals in relation to 1) the relatively minor (4 foot deviation) in the build-to-line criteria; and 2) the façade of the garage (through the use of retail space on the ground floor, utilization of similar architectural features of the residential portion of the building on the remainder, and through the provision of art and lighted display boxes in the windows of the garage, above the retail space, facing Federal Highway), understanding the proposed design of the project is not inconsistent with the Comprehensive Plan, will not significantly detract from the livability or appearance of the City, should enhance the pedestrian experience downtown, will provide opportunity for planting of large Medjool Date palms and Oak trees, and should not have any adverse impact on property values of abutting or adjacent land.

RECOMMENDATION

Staff has reviewed these requests for Community Design Appeal approval. Based on the analysis contained herein, staff recommends approval contingent upon City Commission approval of the concurrent requests for Rezoning, New Site Plan, and Abandonment, and satisfying all comments indicated in Exhibit “D” – Conditions of Approval. Any additional conditions recommended by the Board or City Commission shall be documented accordingly in the Conditions of Approval.

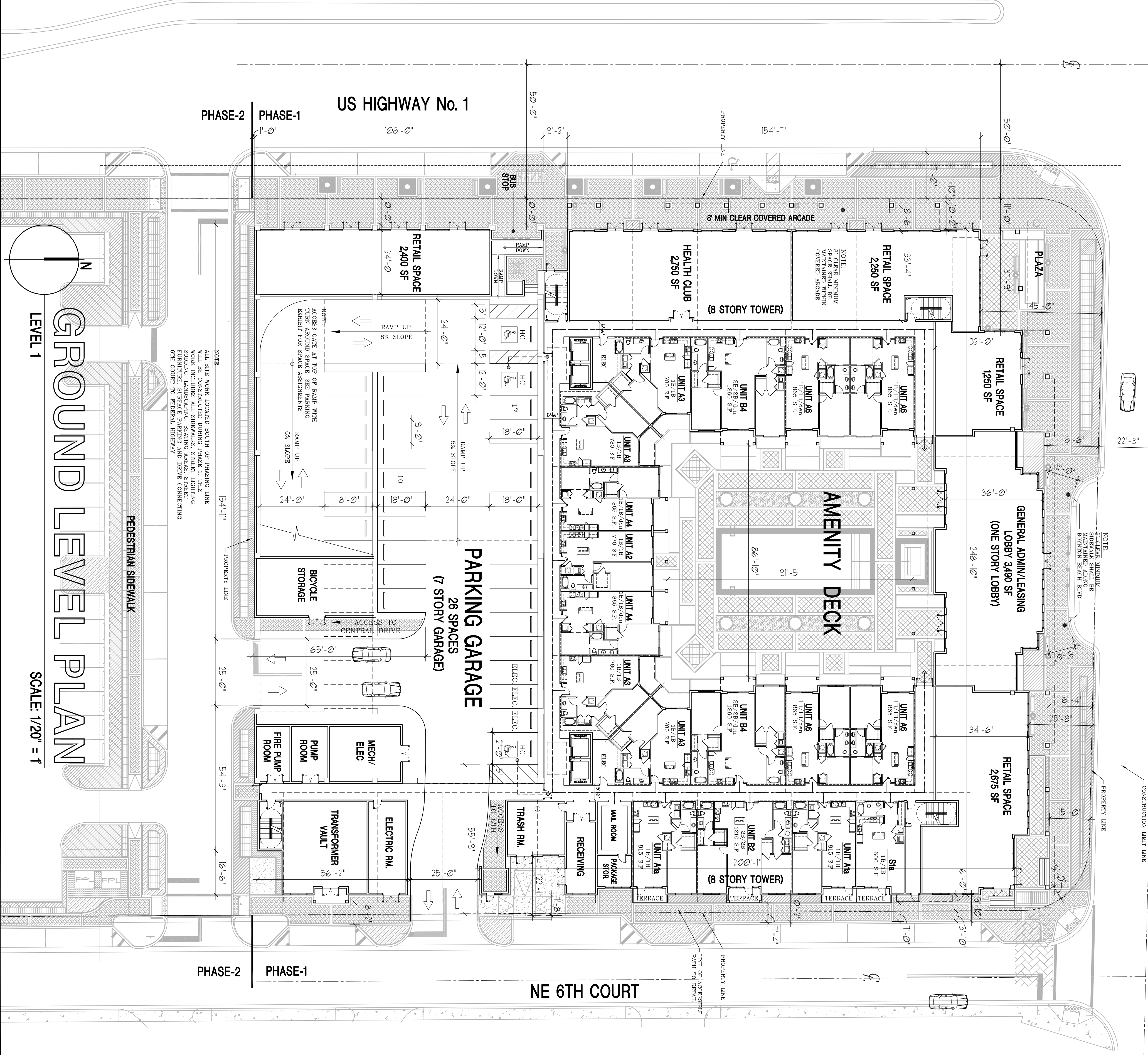
SITE LOCATION MAP



0 20 40 80 120 160
Feet

1ST LEVEL RESIDENTIAL	STUDIO	1BRD/1BA	1BRD/1BA/DEN	2BRD/1BA	2BRD/2BA	2BRD/2BA/DEN	3BRD/2BA	TOTAL
1ST LEVEL TOTAL	1	7	6	0	1	2	0	17
1ST LEVEL TOTAL	8,576 SF							

BOYNTON BEACH BOULEVARD



LEGEND

HANDICAP - ACCESSIBLE

LINE DEPICTS ROUTE OF TRAVEL FROM PUBLIC CORRIDOR TO TENANT AREAS ROUTE HAS BEEN DESIGNED IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE WITH THE ADA

LINE DEPICTS ACCESSIBLE ROUTE TO AMENITY DECK FROM PUBLIC CORRIDOR ARE MORE THAN 5' WIDE AND ARE ACCESSIBLE IN COMPLIANCE WITH THE ADA

PROPOSED CONSTRUCTION LIMIT LINE

PROPERTY LINE

COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN

drawn by F.P.G.
date 2/22/2016
sheet no. A2.1
project 3323





VIEW LOOKING SOUTHEAST



VIEW LOOKING SOUTHWEST

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA

8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
RENDERINGS

revisions:
drawn by: LF/SP
date: 2/22/2016
sheet no: A7.0
project: 3323



VIEW LOOKING SOUTH



VIEW LOOKING EAST

COHEN • FREEDMAN • ENCINOSA & ASSOC.

Architects, PA

8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

Ocean One

114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL

RENDERINGS

revisions:

drawn by: LFP

date: 2/22/2016

sheet no:

A7.1

project: 3323



VIEW LOOKING NORTHEAST



VIEW LOOKING SOUTHEAST

COHEN • FREEDMAN • ENCINOSA & ASSOC.

Architects, PA

8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-3999

Ocean One

114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL

RENDERINGS

revisions:

drawn by: LF/SP

date: 2/22/2016

sheet no:

A7.2

project: 3323



Gary Dunay
Bonnie Miskel
Scott Backman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades

Christina Bilenki
Heather Jo Allen
Andrea Keiser

**Ocean One
114 North Federal Highway
Community Design Appeal – Build-to-Line**

Ocean One Boynton, LLC (“Petitioner”) is the owner of the +/- 3.63 gross acre parcel located at 114 North Federal Highway, which is generally located on the northeast corner of Federal Highway and Boynton Ocean Avenue (SR 84) (“Property”) within the City of Boynton Beach (“City”). The Property has an underlying land use designation of Mixed Use Core (“MXC”) on the City’s Future Land Use Map and is currently zoned Central Business District (“CBD”). The Property is also within the City’s Downtown Transit-Oriented Development District (“DTODD”) Overlay Zone. The Property is currently vacant. Petitioner proposes to redevelop the Property with two hundred thirty seven (237) multi-family residential units that are highly amenitized to ensure an upscale living environment for future residents (“Project”). In order to develop the Project, Petitioner is also requesting a rezoning of the Property to the City’s Mixed Use-High Intensity (“MU-H”) zoning district.

The Property is further located within the Transit Oriented Design (“TOD”) District around the future transit station under the City’s Community Redevelopment Agency’s (“CRA”) Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district.

The TOD and this area of the City’s Mixed Use Core includes both the CBD zoning district and many properties that have been rezoned to the MU-H district, as proposed by Petitioner. Specifically, the Project is consistent with the high densities of the Marina Village Condominium to the east of the Property and the Casa Costa project (f/k/a Promenade) to the north, which have been developed with high-density residential projects and with the property at the southwest corner of Federal Highway and Ocean Avenue which also allows residential densities of up to one hundred (100) dwelling units per acre. It is clear by the recent development in the area, as well as the CRA’s Downtown Master Plan and the DTODD Overlay zoning district that high-density and mixed-use residential projects are desired for the Property as it is in close proximity to the marina and future transit station. The Project proposes a high-quality development that serves the redevelopment needs for this particular area of the City.

The Project seeks to redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development

as individual can easily commute from home to work. The Project will help satisfy a community need and is compatible with surrounding residential and commercial development.

In order to develop the Project, Petitioner is requesting a community design appeal as follows:

Relief from Part III, Chapter 3, Article III, Section I.E. (Table 3-4) to a build-to-line in excess of nineteen (19) feet in lieu of zero feet required.

In support of the community design appeal, Petitioner will demonstrate that the request meets the review criteria of Chapter 2, Article II, Section 4.B.3 of the Land Development Regulations ("Code") as follows: (a) whether the proposed request is consistent with the Comprehensive Plan; (b) whether the proposed request will not significantly detract from the livability or appearance of the city and will be consistent with the established or desired character of the area, or with the redevelopment plan, where applicable; (c) on balance, the proposed request is consistent with the purpose of the standard for which a deviation is requested. Granting the request will equally or better meet the purpose of the standard to be appealed; (d) whether the proposed request is intended to save or preserve existing trees or desired flora (1) whether the applicant is unable to design or locate proposed buildings, structures, or improvements and preserve the tree(s) and comply with all provisions of these community design standards without causing the applicant undue hardship; and (2) whether it is not feasible to transplant the trees to another location on the subject site considering the following: 1) shape and dimensions of the real property; 2) location of existing structures and infrastructure improvements; and 3) size, age, health and species of trees sought to be protected; (e) whether the proposed request will have an adverse environmental impact that cannot be prevented by the imposition of conditions; (f) whether the proposed request will have an adverse impact on property values of abutting or adjacent land; (g) whether the proposed request will seriously reduce the quality or quantity of light and air available to adjacent properties; (h) whether the proposed request is necessary to further the objectives of the city to assist with economic development and business promotion; (i) whether the proposed request meets the purpose and intent of these regulations but conflicts with another site development standard or requirement, including sustainable development and green initiatives.

(a) Whether the proposed request is consistent with the Comprehensive Plan.

As noted above, the Property has a future land use designation of Mixed-Use Core. Per the City's Comprehensive Plan, the MX-C category is intended to provide for the vertical or horizontal mixing of land uses within a single site in order to allow for redevelopment in specific areas of the City that take maximum advantage of existing utility systems and services and promote compact development, safe and pedestrian friendly streets, and provide for transportation choices. The MX-C category east of I-95 specifically provides for high density residential development far above the density permitted in the CBD zoning district. As such, the Project would allow for this higher-density residential development that was clearly contemplated in the City's Comprehensive Plan. The requested relief is required to provide a larger pedestrian promenade along East Boynton Beach Boulevard. East of Federal Highway, Boynton Beach Boulevard becomes a local road servicing only a handful of properties. As part of the Project, Petitioner

is requesting the abandonment of a portion of Boynton Beach Boulevard which will narrow the right-of-way and slow down vehicles traveling in the area. The Project further provides a more expansive pedestrian area along Boynton Beach Boulevard to create an active pedestrian environment that allows for greater interaction with the proposed commercial uses.

The Project is further consistent with the goals, policies and objectives outlined in the City's Comprehensive Plan as follows:

- Objective 1.3 – Future development and redevelopment within the City shall continue to be regulated through administration of Land Development Regulations and Community Redevelopment Plans – The Project is consistent with the CRA's Downtown Master Plan and the intended development on the Property.
- Policy 1.1.3.d – The Project provides for the vertical mixing of land uses within a single site in order to allow for redevelopment that takes advantage of existing utility systems; and promotes compact development, safe and pedestrian-friendly streets and transportation choices – The requested relief will provide for a larger pedestrian promenade and a safer street with slower vehicular traffic.
- Objective 1.7 – The City shall eliminate blighted residential neighborhoods and business districts through the adoption and implementation of Community Redevelopment Plans within commercial and residential Community Redevelopment Areas, including areas east of I-95, notably the Federal Highway corridor – The Project proposes to transform a large vacant parcel along the Federal Highway corridor with a vibrant mixed-use project that will serve the community.
- Policy 1.7.3 – The City shall require that designs for redevelopment and infill projects encourage use of public transit, pedestrian and bicycle travel as alternatives to the car and shall maximize personal safety – The Project provides for an infill mixed-use development that encourages pedestrian activity and use of alternate transportation options in the vicinity of the Property.
- Policy 2.4.12 – The City shall provide a variety of transportation choices within the CRA by supporting the following design features for street – new continuous and permanent on-street parking; bus stops and transit enhancements; widening sidewalks... - The Project proposes wider sidewalks along Boynton Beach Boulevard to create a safe area for pedestrian activities. The Project also proposes on-street parking and an integrated bus stop.
- Objective 2.12 – Promote a pedestrian environment by providing adequate facilities, such as wider sidewalks, buffer from travel lanes, etc. for pedestrians and bicyclists – Petitioner is seeking relief from the built-to-line in order to create a wider pedestrian area and promote a safe pedestrian environment.

(b) Whether the proposed request will not significantly detract from the livability or appearance of the city and will be consistent with the established or desired character of the area, or with the redevelopment plan, where applicable.

The proposed request will not significantly detract from the livability or appearance of the City. The build-to-line requirement is intended to create a more vibrant and pedestrian friendly downtown area where parking areas are setback and main buildings are pushed forward towards the Property line. The Code

provides for major variations to build-to-line requirements through the approval of a Community Design Appeal Applications where portions of buildings are proposed in excess of the distance specified in order to enhance public spaces such as sidewalks, plazas, fountains or outdoor seating areas. Petitioner is requesting relief from the build-to-line requirements in order to create wider sidewalks, plazas and outdoor seating areas to promote pedestrian activity along East Boynton Beach Boulevard. Further, the sidewalks will be buffered from the street through enhanced landscaping in order to create a true pedestrian feel along this frontage. Petitioner is proposing relief to allow the building in excess of nineteen feet from the ultimate property line in order to create such an environment. It is clear the variations noted in Chapter 3, Article III, Section 5.C.2. contemplates relief in such situations that enhance the public spaces.

Further, the request is consistent with the desired character of the area and applicable redevelopment plan. As noted above, the Property is further located within the TOD District around the future transit station under the CRA's Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district.

Finally, the City's mixed-use urban zoning districts are intended to implement the community redevelopment plans by providing for a mixture of land uses, accommodating varying densities and intensities for each planning area and by establishing a compact urban setting. These districts area also intended to support transit ridership, and in particular the development of transit-oriented development near planned passenger train stations. The Property is within a special focus area, the DTODD Overlay district, as it is in close proximity to a planned station area. Specifically, the DTODD Overlay zone is intended to improve land development patterns around the future station of the planned commuter service and further enhance the vision embodied by the mixed-use zoning districts with increased density and intensity as well as a strong emphasis on interconnectivity throughout the area. Again, there is an emphasis of high density development for this overlay district which includes the Property. The Project will allow for the higher density development encouraged by such provisions in the City's Land Development Regulations. As such, the Project is consistent with the purpose and intent of the applicable Comprehensive Plan policies, redevelopment plans and land use regulations.

(c) On balance, the proposed request is consistent with the purpose of the standard for which a deviation is requested. Granting the request will equally or better meet the purpose of the standard to be appealed.

The request is consistent with the purpose of this provision. The build-to-line requirement is intended to create a more vibrant and pedestrian friendly downtown area where parking areas are setback and main buildings are pushed forward towards the Property line. The Code provides for major variations to build-to-line requirements through the approval of a Community Design Appeal Applications where portions of buildings are proposed in excess of the distance specified in order to enhance public spaces such as sidewalks, plazas, fountains or outdoor seating areas. Petitioner is requesting relief from the build-to-line requirements in order to create wider sidewalks, plazas and outdoor seating areas to promote pedestrian activity along East Boynton Beach Boulevard. Further, the sidewalks will be buffered from the

street through enhanced landscaping in order to create a true pedestrian feel along this frontage. Petitioner is proposing relief to allow the building in excess of nineteen feet from the ultimate property line in order to create such an environment. It is clear the variations noted in Chapter 3, Article III, Section 5.C.2. contemplates relief in such situations that enhance the public spaces.

Further, the Project will redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work.

(d) Whether the proposed request is intended to save or preserve existing trees or desired flora (1) whether the applicant is unable to design or locate proposed buildings, structures, or improvements and preserve the tree(s) and comply with all provisions of these community design standards without causing the applicant undue hardship; and (2) whether it is not feasible to transplant the trees to another location on the subject site considering the following: 1) shape and dimensions of the real property; 2) location of existing structures and infrastructure improvements; and 3) size, age, health and species of trees sought to be protected.

The proposed relief will not have an impact on existing trees or desired flora. The Property currently has several street trees along the street frontages. Petitioner has hired an arborist and submitted an arborists report with the site plan application for the Project to determine whether any trees can be saved. Street trees will be provided along all street frontages as required by the City's Code. This specific request relates to habitable space along the upper levels of the garage and is required to provide a safe and functioning garage facility. As noted above, the garage has been designed to continue the appearance of the livable space in the associated residential building. As such, this criteria is not applicable to the Project.

(e) Whether the proposed request will have an adverse environmental impact that cannot be prevented by the imposition of conditions.

The proposed request will not have an adverse environmental impact. The proposed request will not significantly detract from the livability or appearance of the City. The build-to-line requirement is intended to create a more vibrant and pedestrian friendly downtown area where parking areas are setback and main buildings are pushed forward towards the Property line. The Code provides for major variations to build-to-line requirements through the approval of a Community Design Appeal Applications where portions of buildings are proposed in excess of the distance specified in order to enhance public spaces such as sidewalks, plazas, fountains or outdoor seating areas. Petitioner is requesting relief from the build-to-line requirements in order to create wider sidewalks, plazas and outdoor seating areas to promote pedestrian activity along East Boynton Beach Boulevard. Further, the sidewalks will be buffered from the street through enhanced landscaping in order to create a true pedestrian feel along this frontage. Petitioner is proposing relief to allow the building in excess of nineteen feet from the ultimate property

line in order to create such an environment. It is clear the variations noted in Chapter 3, Article III, Section 5.C.2. contemplates relief in such situations that enhance the public spaces.

(f) Whether the proposed request will have an adverse impact on property values of abutting or adjacent land.

The proposed request will not have an adverse impact on property values of abutting or adjacent land. The Property is currently vacant. The Project seeks to redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work. Further, this request will revitalize the Property with a Project that is consistent with the City's master plans. As noted above, the Property is further located within the TOD District around the future transit station under the City's CRA Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district. The relief requested further allows for the enhancement of pedestrian sidewalks, plazas and outdoor seating areas that will create a quality development with the desired pedestrian activities along the ground levels. As such, this request will not have an adverse impact on property values.

(g) Whether the proposed request will seriously reduce the quality or quantity of light and air available to adjacent properties.

The request will not reduce the quality or quantity of light and air available to adjacent properties. Petitioner is requesting relief from the build-to-line requirements in order to create wider sidewalks, plazas and outdoor seating areas to promote pedestrian activity along East Boynton Beach Boulevard. Further, the sidewalks will be buffered from the street through enhanced landscaping in order to create a true pedestrian feel along this frontage. Petitioner is proposing relief to allow the building in excess of nineteen feet from the ultimate property line in order to create such an environment. As such, it will not impact the quality or quantity of light or air available to adjacent properties.

(h) Whether the proposed request is necessary to further the objectives of the city to assist with economic development and business promotion.

As noted above, the Property is further located within the TOD District around the future transit station under the City's CRA Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities

within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district. Petitioner is requesting relief from the build-to-line requirements in order to create wider sidewalks, plazas and outdoor seating areas to promote pedestrian activity along East Boynton Beach Boulevard and further these objectives. The sidewalks will be also buffered from the street through enhanced landscaping in order to create a true pedestrian feel along this frontage. Petitioner is proposing relief to allow the building in excess of nineteen feet from the ultimate property line in order to create such an environment.

The TOD and this area of the City's Mixed Use Core includes both the CBD zoning district and many properties that have been rezoned to the MU-H district, as proposed by Petitioner. Specifically, the Project is consistent with the high densities of the Marina Village Condominium to the east of the Property and the Casa Costa project (f/k/a Promenade) to the north, which have been developed with high-density residential projects and with the property at the southwest corner of Federal Highway and Ocean Avenue which also allows residential densities of up to one hundred (100) dwelling units per acre. It is clear by the recent development in the area, as well as the CRA's Downtown Master Plan and the DTODD Overlay zoning district that high-density and mixed-use residential projects are desired for the Property as it is in close proximity to the marina and future transit station. The Project proposes a high-quality development that serves the redevelopment needs for this particular area of the City.

The request is necessary to redevelop this vacant lot with the Project which contains luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work. The Project will help satisfy a community need and is compatible with surrounding residential and commercial development. As such, the request is consistent with this criteria.

(i) Whether the proposed request meets the purpose and intent of these regulations but conflicts with another site development standard or requirement, including sustainable development and green initiatives.

The build-to-line requirement is intended to create a more vibrant and pedestrian friendly downtown area where parking areas are setback and main buildings are pushed forward towards the Property line. The Code provides for major variations to build-to-line requirements through the approval of a Community Design Appeal Applications where portions of buildings are proposed in excess of the distance specified in order to enhance public spaces such as sidewalks, plazas, fountains or outdoor seating areas. Petitioner is requesting relief from the build-to-line requirements in order to create wider sidewalks, plazas and outdoor seating areas to promote pedestrian activity along East Boynton Beach Boulevard. Further, the sidewalks will be buffered from the street through enhanced landscaping in order to create a true pedestrian feel along this frontage. Petitioner is proposing relief to allow the building in excess of nineteen feet from the ultimate property line in order to create such an environment. As such, the relief requested complies with this criteria.



Gary Dunay
Bonnie Miskel
Scott Backman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades

Christina Bilenki
Heather Jo Allen
Andrea Keiser

**Ocean One
114 North Federal Highway
Community Design Appeal – Habitable Space**

Ocean One Boynton, LLC ("Petitioner") is the owner of the +/- 3.63 gross acre parcel located at 114 North Federal Highway, which is generally located on the northeast corner of Federal Highway and Boynton Ocean Avenue (SR 84) ("Property") within the City of Boynton Beach ("City"). The Property has an underlying land use designation of Mixed Use Core ("MXC") on the City's Future Land Use Map and is currently zoned Central Business District ("CBD"). The Property is also within the City's Downtown Transit-Oriented Development District ("DTODD") Overlay Zone. The Property is currently vacant. Petitioner proposes to redevelop the Property with two hundred thirty seven (237) multi-family residential units that are highly amenitized to ensure an upscale living environment for future residents ("Project"). In order to develop the Project, Petitioner is also requesting a rezoning of the Property to the City's Mixed Use-High Intensity ("MU-H") zoning district.

The Property is further located within the Transit Oriented Design ("TOD") District around the future transit station under the City's Community Redevelopment Agency's ("CRA") Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district.

The TOD and this area of the City's Mixed Use Core includes both the CBD zoning district and many properties that have been rezoned to the MU-H district, as proposed by Petitioner. Specifically, the Project is consistent with the high densities of the Marina Village Condominium to the east of the Property and the Casa Costa project (f/k/a Promenade) to the north, which have been developed with high-density residential projects and with the property at the southwest corner of Federal Highway and Ocean Avenue which also allows residential densities of up to one hundred (100) dwelling units per acre. It is clear by the recent development in the area, as well as the CRA's Downtown Master Plan and the DTODD Overlay zoning district that high-density and mixed-use residential projects are desired for the Property as it is in close proximity to the marina and future transit station. The Project proposes a high-quality development that serves the redevelopment needs for this particular area of the City.

The Project seeks to redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development

as individual can easily commute from home to work. The Project will help satisfy a community need and is compatible with surrounding residential and commercial development.

In order to develop the Project, Petitioner is requesting a community design appeal as follows:

Relief from Part III, Chapter 4, Article III, Section VI.F.1.c. & d. to allow uninhabitable space along approximately one hundred ten (110) feet of garage area on the Federal Highway frontage for floors two (2) through seven (7) in lieu of habitable gross building area wrapped along entire garage as required.

In support of the community design appeal, Petitioner will demonstrate that the request meets the review criteria of Chapter 2, Article II, Section 4.B.3 of the Land Development Regulations ("Code") as follows: (a) whether the proposed request is consistent with the Comprehensive Plan; (b) whether the proposed request will not significantly detract from the livability or appearance of the city and will be consistent with the established or desired character of the area, or with the redevelopment plan, where applicable; (c) on balance, the proposed request is consistent with the purpose of the standard for which a deviation is requested. Granting the request will equally or better meet the purpose of the standard to be appealed; (d) whether the proposed request is intended to save or preserve existing trees or desired flora (1) whether the applicant is unable to design or locate proposed buildings, structures, or improvements and preserve the tree(s) and comply with all provisions of these community design standards without causing the applicant undue hardship; and (2) whether it is not feasible to transplant the trees to another location on the subject site considering the following: 1) shape and dimensions of the real property; 2) location of existing structures and infrastructure improvements; and 3) size, age, health and species of trees sought to be protected; (e) whether the proposed request will have an adverse environmental impact that cannot be prevented by the imposition of conditions; (f) whether the proposed request will have an adverse impact on property values of abutting or adjacent land; (g) whether the proposed request will seriously reduce the quality or quantity of light and air available to adjacent properties; (h) whether the proposed request is necessary to further the objectives of the city to assist with economic development and business promotion; (i) whether the proposed request meets the purpose and intent of these regulations but conflicts with another site development standard or requirement, including sustainable development and green initiatives.

(a) Whether the proposed request is consistent with the Comprehensive Plan.

As noted above, the Property has a future land use designation of Mixed-Use Core. Per the City's Comprehensive Plan, the MX-C category is intended to provide for the vertical or horizontal mixing of land uses within a single site in order to allow for redevelopment in specific areas of the City that take maximum advantage of existing utility systems and services and promote compact development, safe and pedestrian friendly streets, and provide for transportation choices. The MX-C category east of I-95 specifically provides for high density residential development far above the density permitted in the CBD zoning district. As such, the Project would allow for this higher-density residential development that was clearly contemplated in the City's Comprehensive Plan.

The Project is further consistent with the goals, policies and objectives outlined in the City's Comprehensive Plan as follows:

- Objective 1.3 – Future development and redevelopment within the City shall continue to be regulated through administration of Land Development Regulations and Community Redevelopment Plans – The Project is consistent with the CRA's Downtown Master Plan and the intended development on the Property.
- Policy 1.1.3.d – The Project provides for the vertical mixing of land uses within a single site in order to allow for redevelopment that takes advantage of existing utility systems; and promotes compact development, safe and pedestrian-friendly streets and transportation choices – The requested relief will provide for a larger pedestrian promenade and a safer street with slower vehicular traffic.
- Objective 1.7 – The City shall eliminate blighted residential neighborhoods and business districts through the adoption and implementation of Community Redevelopment Plans within commercial and residential Community Redevelopment Areas, including areas east of I-95, notably the Federal Highway corridor – The Project proposes to transform a large vacant parcel along the Federal Highway corridor with a vibrant mixed-use project that will serve the community.
- Policy 1.7.3 – The City shall require that designs for redevelopment and infill projects encourage use of public transit, pedestrian and bicycle travel as alternatives to the car and shall maximize personal safety – The Project provides for an infill mixed-use development that encourages pedestrian activity and use of alternate transportation options in the vicinity of the Property.
- Policy 2.4.12 – The City shall provide a variety of transportation choices within the CRA by supporting the following design features for street – new continuous and permanent on-street parking; bus stops and transit enhancements; widening sidewalks... - The Project proposes wider sidewalks along Boynton Beach Boulevard to create a safe area for pedestrian activities. The Project also proposes on-street parking and an integrated bus stop.
- Objective 2.12 – Promote a pedestrian environment by providing adequate facilities, such as wider sidewalks, buffer from travel lanes, etc. for pedestrians and bicyclists – Petitioner is seeking relief from the built-to-line in order to create a wider pedestrian area and promote a safe pedestrian environment.

(b) Whether the proposed request will not significantly detract from the livability or appearance of the city and will be consistent with the established or desired character of the area, or with the redevelopment plan, where applicable.

The proposed request will not significantly detract from the livability or appearance of the City. The City's Code requires that integrated parking garages within mixed-use developments provide habitable gross building area wrapped around the facility on all levels. The intent of this provision is to ensure there are active uses along pedestrian walkways and to create the feeling of a vibrant, dynamic building along visible thoroughfares. Petitioner has designed the Project to provide habitable space on the ground level along the entire Federal Highway frontage. By providing ground level retail along the garage, Petitioner is

creating an active pedestrian experience that will bring life to this corridor. On the upper levels of the garage, Petitioner is requesting relief to allow for uninhabitable space along the garage façade fronting Federal Highway. The garage has been designed to continue the appearance of the residential units along this façade to create the same feel of livable space. The garage area uses similar architectural features and designs which makes it difficult to distinguish the habitable space from the inhabitable space that is the garage. As such, the request will not detract from the appearance of the City.

Further, the request is consistent with the desired character of the area and applicable redevelopment plan. As noted above, the Property is further located within the TOD District around the future transit station under the CRA's Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district.

Finally, the City's mixed-use urban zoning districts are intended to implement the community redevelopment plans by providing for a mixture of land uses, accommodating varying densities and intensities for each planning area and by establishing a compact urban setting. These districts are also intended to support transit ridership, and in particular the development of transit-oriented development near planned passenger train stations. The Property is within a special focus area, the DTODD Overlay district, as it is in close proximity to a planned station area. Specifically, the DTODD Overlay zone is intended to improve land development patterns around the future station of the planned commuter service and further enhance the vision embodied by the mixed-use zoning districts with increased density and intensity as well as a strong emphasis on interconnectivity throughout the area. Again, there is an emphasis of high density development for this overlay district which includes the Property. The Project will allow for the higher density development encouraged by such provisions in the City's Land Development Regulations. As such, the Project is consistent with the purpose and intent of the applicable Comprehensive Plan policies, redevelopment plans and land use regulations.

(c) On balance, the proposed request is consistent with the purpose of the standard for which a deviation is requested. Granting the request will equally or better meet the purpose of the standard to be appealed.

The request is consistent with the purpose of this provision. The addition of habitable space along Federal Highway would create a hazardous condition through the garage as ramps would be shorter and steeper in order to accommodate additional habitable areas. Rather, Petitioner is creating the same appearance of habitable space along the garage frontage by continuing the same architectural design elements along the garage façade. Petitioner is meeting the purpose of this provision by creating the appearance of active uses along Federal Highway and producing a dynamic product which will revitalize the Property. Granting the request will better meet the purpose of this standard as it results in a safer and more functional garage that and a vibrant Project.

The Project will further redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area.

Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work.

(d) Whether the proposed request is intended to save or preserve existing trees or desired flora (1) whether the applicant is unable to design or locate proposed buildings, structures, or improvements and preserve the tree(s) and comply with all provisions of these community design standards without causing the applicant undue hardship; and (2) whether it is not feasible to transplant the trees to another location on the subject site considering the following: 1) shape and dimensions of the real property; 2) location of existing structures and infrastructure improvements; and 3) size, age, health and species of trees sought to be protected.

The proposed relief will not have an impact on existing trees or desired flora. The Property currently has several street trees along the street frontages. Petitioner has hired an arborist and submitted an arborists report with the site plan application for the Project to determine whether any trees can be saved. Street trees will be provided along all street frontages as required by the City's Code. This specific request relates to habitable space along the upper levels of the garage and is required to provide a safe and functioning garage facility. As noted above, the garage has been designed to continue the appearance of the livable space in the associated residential building. As such, this criteria is not applicable to the Project.

(e) Whether the proposed request will have an adverse environmental impact that cannot be prevented by the imposition of conditions.

The proposed request will not have an adverse environmental impact. As noted in more detail above, this specific request relates to habitable space along the upper levels of the garage and is required to provide a safe and functioning garage facility. The garage has been also designed to continue the appearance of the livable space in the associated residential building. The Project will further redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work. As such, this request will not have an adverse environmental impact.

(f) Whether the proposed request will have an adverse impact on property values of abutting or adjacent land.

The proposed request will not have an adverse impact on property values of abutting or adjacent land. The Property is currently vacant. The Project seeks to redevelop this vacant lot with a luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity

to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work. Further, this request will revitalize the Property with a Project that is consistent with the City's master plans. As noted above, the Property is further located within the TOD District around the future transit station under the City's CRA Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district. As such, this request will not have an adverse impact on property values.

(g) Whether the proposed request will seriously reduce the quality or quantity of light and air available to adjacent properties.

The request will not reduce the quality or quantity of light and air available to adjacent properties. The request relates to an area internal to the garage on the upper levels. As noted in more detail above, this specific request relates to habitable space along the upper levels of the garage and is required to provide a safe and functioning garage facility. The garage has been also designed to continue the appearance of the livable space in the associated residential building. As such, it will not impact the quality or quantity of light or air available to adjacent properties.

(h) Whether the proposed request is necessary to further the objectives of the city to assist with economic development and business promotion.

As noted above, the Property is further located within the TOD District around the future transit station under the City's CRA Downtown Master Plan. This particular district is intended to create a downtown core that builds momentum for other redevelopment, allowing for provisions today which will accomplish the long-term vision of the commuter rail transit station. This district creates transit-supportive densities within walking distance of the marina and the future transit station. Redevelopment of the Property with high density residential development and a ground-floor retail component coincides with the goal contemplated by the TOD district.

The TOD and this area of the City's Mixed Use Core includes both the CBD zoning district and many properties that have been rezoned to the MU-H district, as proposed by Petitioner. Specifically, the Project is consistent with the high densities of the Marina Village Condominium to the east of the Property and the Casa Costa project (f/k/a Promenade) to the north, which have been developed with high-density residential projects and with the property at the southwest corner of Federal Highway and Ocean Avenue which also allows residential densities of up to one hundred (100) dwelling units per acre. It is clear by the recent development in the area, as well as the CRA's Downtown Master Plan and the DTODD Overlay zoning district that high-density and mixed-use residential projects are desired for the Property as it is in close proximity to the marina and future transit station. The Project proposes a high-quality development that serves the redevelopment needs for this particular area of the City.

The request is necessary to redevelop this vacant lot with the Project which contains luxury residential units that will serve the community. The proposed Project is compatible with development in the adjacent areas with high-density residential development to the north and east, as well as the commercial redevelopment in the area. Further, it provides access to adjacent municipalities because of its proximity to both the Federal Highway thoroughfare, I-95 and the future transit station, making it an ideal location for residential development as individual can easily commute from home to work. The Project will help satisfy a community need and is compatible with surrounding residential and commercial development. As such, the request is consistent with this criteria.

(i) Whether the proposed request meets the purpose and intent of these regulations but conflicts with another site development standard or requirement, including sustainable development and green initiatives.

The intent of this provision is to ensure there are active uses along pedestrian walkways and to create the feeling of a vibrant, dynamic building along visible thoroughfares. Petitioner has designed the Project to provide habitable space on the ground level along the entire Federal Highway frontage. By providing ground level retail along the garage, Petitioner is creating an active pedestrian experience that will bring life to this corridor. On the upper levels of the garage, Petitioner is requesting relief to allow for uninhabitable space along the garage façade fronting Federal Highway. The garage has been designed to continue the appearance of the residential units along this façade to create the same feel of livable space. The garage area uses similar architectural features and designs which makes it difficult to distinguish the habitable space from the inhabitable space that is the garage. The addition of habitable space along Federal Highway would create a hazardous condition through the garage as ramps would be shorter and steeper in order to accommodate additional habitable areas. Rather, Petitioner is creating the same appearance of habitable space along the garage frontage by continuing the same architectural design elements along the garage façade. As such, the relief requested complies with this criteria.

EXHIBIT "D"

CONDITIONS OF APPROVAL

Project Name: Ocean One
 File number: CDPA 17-001 & 17-002
 Reference: 5th review plans identified as a New Site Plan with a February 13, 2017 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None.	X	
FIRE		
Comments: None.	X	
POLICE		
Comments: None.	X	
BUILDING DIVISION		
Comments: None.	X	
PARKS AND RECREATION		
Comments: None.	X	
PLANNING AND ZONING		
Comments:		
1. Approval is subject to approval of the concurrent applications for Rezoning, New Site Plan and Abandonment.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.	X	
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.	X	

DEPARTMENTS	INCLUDE	REJECT
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\Ocean One\CDPA 17-001 & 17-002\COA post P&D.doc

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Ocean One (CDPA 17-001 & 17-002)

APPLICANT: Davis Camalier, Ocean One Boynton LLC

APPLICANT'S ADDRESS: 9816 S. Military Trail, Suite C2-3, Boynton Beach, FL 33436

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: April 4, 2017

APPROVAL SOUGHT: Requests for a Community Design Appeal approval of 1) Chapter 3, Article III, Section 5.C., "Build-to-line", which requires buildings to be constructed with a build-to-line of 0 to 15 feet, to allow a setback of approximately 19 feet; and 2) Chapter 4, Article III, Section 6.F., "Off-Street Parking Area Standards", which requires facades of parking garages that front on an arterial or collector roadway to be wrapped with habitable space.

LOCATION OF PROPERTY: 114 N. Federal Highway

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant
 ___ HAS
 ___ HAS NOT

 established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."
4. The Applicant's request is hereby
 ___ GRANTED subject to the conditions referenced in paragraph 3 above.
 ___ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: _____

DATED: _____

City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Approve request for a New Site Plan for multi-family residential (rental apartments) consisting of 231 dwelling units within an eight (8)-story building, retail space, and associated recreational amenities and parking on 1.93 acres. Property located at 114 N. Federal Highway. Applicant: Davis Camalier / Ocean One Boynton, LLC.

THIS ITEM IS ADVERTISED FOR THIS MEETING BUT SHOULD BE TABLED TO APRIL 4, 2017 SO THAT FINAL ACTION OCCURS ON THE SAME DATE AS ACTION TAKEN ON THE CORRESPONDING REZONING AND ABANDONMENT ITEMS.

EXPLANATION OF REQUEST:

Ms. Bonnie Miskel, agent for Ocean One Boynton LLC, is requesting new site plan approval for Phase I of the project (north portion), which proposes 231 dwelling units within an eight (8)-story building, 8,575 square feet of commercial space, and associated recreational amenities and parking. The one (1) block site in the heart of downtown is currently vacant and was previously developed with a motel and bank. The Community Redevelopment Agency is the owner of the northerly portion of the Phase I site and has provided the applicant authorization to submit applications for development. When the applicant proposes to move forward with Phase II of the project (127 residential units, 120 hotel rooms and 3,500 square feet of retail), City Commission approval will be required for that site plan.

Required off-street parking spaces for the project totals 413 and the site plan depicts 438 parking spaces, or an excess of 25 spaces. Proposed is a seven (7)-story parking garage that would accommodate up to 359 vehicles, a surface parking lot immediately south of the parking structure accommodating 40 parking spaces, five (5) parallel parking spaces on the south side of the service drive off of Federal Highway, and 34 spaces proposed on-street, around the perimeter of the site. Palm Beach County Traffic Division reviewed the applicant's traffic study and responded that the project is located within the boundaries of the City of Boynton Beach TCEA (Traffic Concurrence Exception Area) and therefore meets the Palm Beach County Traffic Performance Standards. The traffic study was performed for both phases, and indicates that the project would generate a total of 217 AM Peak Hour trips and 310 PM Peak Hour trips.

The Planning & Development Board reviewed this request at their February 28, 2017 meeting and recommended approval, subject to the addition of 4 handicapped parking spaces either on-street or in the parking lot proposed south of Phase 1.

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

FISCAL IMPACT: Non-budgeted The revenues received from all construction permitting, business tax applications, and increased property valuation.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:**CLIMATE ACTION:** No**CLIMATE ACTION DISCUSSION:**

Is this a grant? No**Grant Amount:**

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Location Map	Exhibit A - Location Map
<input type="checkbox"/> Drawings	Exhibit B1 - Survey
<input type="checkbox"/> Drawings	Exhibit B2 - Site & Civil Plans
<input type="checkbox"/> Drawings	Exhibit B4 - Landscape Plans
<input type="checkbox"/> Drawings	Exhibit B5 - Photometric Plan
<input type="checkbox"/> Drawings	Exhibit B6 - Photometric Plan
<input type="checkbox"/> Conditions of Approval	Exhibit C - Conditions of Approval
<input type="checkbox"/> Development Order	Development Order

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Rumpf, Michael	Approved	3/13/2017 - 11:18 AM
Finance	Howard, Tim	Approved	3/13/2017 - 11:31 AM
Legal	Swanson, Lynn	Approved	3/13/2017 - 11:42 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:56 AM

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-005
STAFF REPORT**

TO: Chair and Members
Planning and Development Board

THRU: Michael W. Rumpf *MWR*
Director of Planning and Zoning

FROM: Ed Breese *EB*
Principal Planner

DATE: February 15, 2017

PROJECT NAME: Ocean One (NWSP 16-002)

REQUEST: New Site Plan approval for multi-family residential (rental apartments) consisting of 231 dwelling units within an eight (8)-story building, retail space, and associated recreational amenities and parking on 1.93 acres.

PROJECT DESCRIPTION

Property Owner: Ocean One Boynton LLC

Applicant: Davis Camalier

Agent: Bonnie Miskel, Dunay, Miskel & Backman, LLP

Location: 114 N. Federal Highway - SE corner of Federal Highway and Boynton Beach Boulevard (see Exhibit "A" - Site Location Map)

Existing Land Use: MXC (Mixed Use Core)

Proposed Land Use: No change to land use proposed

Existing Zoning: CBD (Central Business District)

Proposed Zoning: MU-H (Mixed Use-High)

Proposed Use: 231 dwelling units within an eight (8)-story building, retail space, and associated recreational amenities and parking.

Acreage: 1.93 acres

Adjacent Uses:

- North: Right-of-way for Boynton Beach Boulevard and farther north is a developed mix use project (Casa Costa) zoned MU-H (Mixed Use-High);
- South: Vacant land designated as Phase II of the Ocean One project and farther south is right-of-way for Ocean Avenue;
- East: Right-of-way for NE 6th Court and farther east are developed properties (First Financial Building) zoned CBD (Central Business District) and Marina Village zoned MU-H (Mixed Use-High); and
- West: Right-of-way for Federal Highway and farther west is developed commercial properties zoned CBD (Central Business District). To the southwest is the Ocean 500 project currently under construction and zoned MU-H (Mixed Use-High).

PROPERTY OWNER NOTIFICATION

Owners of properties within 400 feet of the subject request were mailed a notice of this request and its respective hearing dates. The applicant certifies that they posted signage and mailed notices in accordance with Ordinance No. 04-007.

BACKGROUND

Proposal: Ms. Bonnie Miskel, agent for Ocean One Boynton LLC, is requesting approval of several concurrent applications for the development of the Ocean One project. The first application is to rezone the property from CBD (Central Business District) to MU-H (Mixed Use-High), including a two-phase master plan that would allow the construction of a total of 358 multi-family residential units (rental apartments), a 120-room hotel and 12,075 square feet of commercial space. The second application is for new site plan approval for Phase I of the project (north portion), which proposes 231 dwelling units within an eight (8)-story building, 8,575 square feet of commercial space, and associated recreational amenities and parking. The next two (2) applications are for community design appeal; one for the northernmost build-to-line deviation and the other for a deviation from the requirement to completely wrap the parking garage along Federal Highway with habitable space. Lastly, an application has been submitted for abandonment of a portion of Boynton Beach Boulevard, east of Federal Highway, and a ten (10) foot strip of NE 6th Court in exchange for a dedication of a ten (10) foot strip of the west side of the property to the Federal Highway right-of-way.

The one (1) block site in the heart of downtown is currently vacant and was previously developed with a motel and bank. The Community Redevelopment Agency is the owner of the northerly portion of the Phase I site and has provided the applicant authorization to submit applications for

development. Phase II of the master plan (the southern portion of the site) will be subject to separate site plan review.

ANALYSIS

Concurrency:

Traffic: A traffic study was sent to the Palm Beach County Traffic Division for their review and information and they have responded that the project is located within the boundaries of the City of Boynton Beach TCEA (Traffic Concurrency Exception Area) and therefore meets the Palm Beach County Traffic Performance Standards. The traffic study was performed for both phases, and indicates that the project would generate a total of 217 AM Peak Hour trips and 310 PM Peak Hour trips.

School: The School District of Palm Beach County has confirmed that area schools have adequate capacity to accommodate the potential public school students who will reside in the proposed dwelling units with their families.

Utilities: The City's water capacity, as increased through the purchase of up to five (5) million gallons of potable water per day from Palm Beach County Utilities, would meet the projected potable water for this project. Sufficient sanitary sewer and wastewater treatment capacity is also currently available to serve the project. The applicant will be making several upgrades to utility lines in the vicinity of the project as part of the site development.

Police/Fire: The Police Department has reviewed the site plan and all review comments have been acknowledged by the applicant and will be addressed at the time of permitting. The Fire Department notes that they will be able to provide an adequate level of service for this project with current or expected infrastructure and/or staffing levels. Further plan review by Police and Fire will occur during the building permit process.

Drainage: Conceptual drainage information was provided for the City's review. The Engineering Division has found the conceptual information to be adequate and is recommending that the review of specific drainage solutions be deferred until time of permit review. The developer will be constructing in close proximity to the City's 72" RCP storm line, and will be required to inspect and video the line in advance and post construction (see Exhibit "C" – Conditions of Approval).

Access: Three (3) points of ingress/egress are proposed for the project, one of which is located on Federal Highway, near the midpoint of the block. This right-in/right-out only driveway acts as a service drive, providing access to the surface parking lot to the south, the garage entrance to the north, and also through access to NE 6th Court. The second is located on NE 6th Court at the east terminus of the service drive noted above. The third driveway provides direct entry into the parking garage from NE 6th Court.

Sidewalks are provided completely around the site, with the sidewalk

proposed along NE 6th Court at a minimum of 7 feet in width and 10 feet in width along Ocean Avenue and Boynton Beach Boulevard. The sidewalk along Federal Highway is proposed at 19 feet in width, within which landscape planters would be spaced in rhythm along the front of the building. Segments of the sidewalk along Federal Highway will be covered by an arcade, with a minimum of 8 feet of clear/uninterrupted walk underneath. There are also two (2) separate plazas proposed to encourage pedestrian interaction, with the first located at the NW corner of the site. A second plaza is proposed in Phase II, at the SW corner of the block.

Parking:

Off-street parking for the MU-H zoning district requires 1.33 parking spaces for one-bedroom units and 1.66 parking spaces two (2) or more bedroom units. Phase I of the project proposes 231 units (a mixture of one and two, bedrooms), which would require 335 parking spaces. Additionally, the code requires the provision of guest parking at a rate of 0.15 spaces per unit, which adds another 35 parking spaces to the total. The commercial space, which would allow a mix of retail, office and restaurant uses, requires one (1) parking space per 200 square feet of gross floor area. The site plan proposes 8,575 square feet of retail, thereby requiring an additional 43 parking spaces. Under this standard methodology for calculating required off-street parking spaces, a grand total of 413 parking spaces would be required. The site plan proposes 438 parking spaces, or an excess of 25 spaces. Regular parking space dimensions would conform to code requirements for the CRA of 9 feet by 18 feet for 90 degree parking and 9 feet by 25 feet for parallel spaces. Handicap spaces would be dimensioned 12 feet wide by 18 feet in length.

The applicant is proposing a seven (7)-story parking garage that would accommodate up to 359 vehicles. A resident gate would be placed at the top of the first floor ramp, with a turnaround space for non-residents. The developer will be required to comply with the City's residential parking requirements to ensure that the designated resident parking spaces are reserved for, and made available to the residents, so that there is no reason for residents to utilize guest and retail parking spaces. This requirement shall be monitored and enforced by the developer (see Exhibit "C" – Conditions of Approval).

A surface parking lot is located immediately south of the parking structure and would accommodate 40 parking spaces. There are also five (5) parallel parking spaces on the south side of the service drive off of Federal Highway, and 34 spaces proposed on-street, around the perimeter of the site. Staff notes that the parking and any landscaping proposed in state rights-of-way is subject to FDOT approval (see Exhibit "C" – Conditions of Approval), and that the provision of on-street parking is strongly promoted by staff, which will support the applicant's efforts with FDOT. Lastly, as parking for Phase I of the project is depicted on the Phase II portion of the site, these parking improvements will need to be constructed as part of the Phase I project and a Unity of Title, Unity of Control or an alternative legal instrument acceptable to the City Attorney will be required to be executed prior to issuance of any permits (see Exhibit "C" – Conditions of Approval).

Landscaping:

The Plant List (Sheets L1.00 & L1.01) indicates that the project would add a total of 179 canopy and palm trees, 1,442 accent and shrub specimens, and 3,623 small shrubs/groundcover plants. All plant materials to be used in the landscape design are required to be Florida number one grade and must be identified as having “low” or “medium” watering needs in the South Florida Water Management’s “Waterwise” publication. The proposed tree species would include the following: Oak, Gumbo Limbo, Silver Buttonwood and East Palatka Holly trees. Palm species would include Medjool Date, Montgomery, Thatch, and Sabal.

Projects proposed in the Mixed Use High (MU-H) zoning district are subject to the “Streetscape Design” portion of the landscape code regulations. These code provisions recognize the desire for reduced building setbacks and encourage building placement abutting the street, thus creating an urban setting. The purpose of the “Streetscape Design” concept is to create a landscape design that encompasses both the private and public domain, to blend the two areas into one unified landscape scheme and pedestrian experience. This is accomplished through hardscape and landscape choices, covered walkways (arcades, awnings, tree canopy), and streetscape amenities (benches/seatwalls, lighting, accent plantings). The landscape design proposed by the applicant depicts the use of street trees and covered arcades to create the streetscape theme, with the lower landscape material placed at points along the building foundation and between the street and sidewalk, in an effort to provide maximum clear pedestrian pathways. The applicant has worked with staff to provide the street trees and covered walkways necessary to meet the required 50% shaded sidewalk along building frontages along arterial roadways. As noted on the drawings the landscaping of the south portion of the master plan site and along the rights-of-way will be accomplished as part of Phase I.

Building and Site:

The proposed master plan site area totals 3.58 acres, while the site area of Phase I is 1.93 acres, plus those components in Phase II to be completed in Phase I. The dwelling units are located above the retail spaces fronting Federal Highway and Boynton Beach Boulevard, and wrapping the ground floor amenity deck, with the garage structure connected to the south end of the mixed use building. The retail portion of Phase I of the project totals 8,575 square feet and borders the public plaza at the NW corner of the site. The parking garage, as noted previously, has seven (7) levels of parking, with dedicated resident parking beginning on the second level, behind gate access and continuing to the top.

Of the 231 residential units, 152 are studio or one (1) bedroom and 79 are two (2) bedroom units. The units range in size from a 560 square foot studio unit to a 1,600 square foot, 2 bedroom/2 bath unit. Each unit also has a balcony or terrace that either faces out towards the street or in towards the courtyard.

Relative to the floor area ratio (FAR) regulations within the code, the Mixed Use High (MU-H) zoning district has a maximum FAR of 4.0. The project is

also located within the "Transit Core" (1/4 mile radius of the station), which requires that new development have a minimum density of 40 dwelling units per acre and maximum of 100 dwelling units per acre (116.7 du/ac proposed) and a minimum FAR of 2.0 (3.26 proposed). As the density proposed in Phase I of the project relies upon the entire master plan site in order to comply with the maximum density regulations, staff once again notes the condition of approval requiring the applicant to record a Unity of Title, Unity of Control or an alternate legal instrument acceptable to the City Attorney prior to issuance of any permits (see Exhibit "C" – Conditions of Approval). Phase II of the project proposes 127 dwelling units, in order to comply with the maximum 100 dwelling units per acre for the entire site (358 units on 3.58 acres).

As noted earlier, the applicant is requesting the abandonment of a portion of the right-of-way of Boynton Beach Boulevard east of Federal Highway (ABAN 17-001). The area of request currently includes the paved and landscaped sidewalk and right turn lane onto NE 6th Court. Projected traffic volumes indicate the lane is not warranted, and therefore unnecessary. The applicant will be providing the City a sidewalk easement to compensate the loss of the existing improvements, and create an even more enhanced pedestrian environment. Additionally, the request includes the abandonment of the west 10 feet of NE 6th Court, to compensate for the 10 feet of the applicant's property to be dedicated from the west side of the project to the Florida Department of Transportation to expand the Federal Highway right-of-way. This is intended to facilitate the provision of on-street parking as requested by the City. Staff is recommending approval of the applications as being in the City's best interest.

Building Height:

The maximum building height allowed in the Mixed Use High (MU-H) zoning district is 150 feet. The proposed building elevations depict the typical roof deck height of the residential building at 85.5 feet, with typical parapet walls at approximately 90 feet. Tower elements/architectural treatments would extend up to 110 feet, 40 feet below the maximum allowable height allowed in the MU-H and comparable with previously approved projects in the immediate vicinity. The Casa Costa project to the north has a roof deck at 142 feet, and roof elements extending to 167 feet in height, through approval of a height exception. The Marina Village project to the east has a roof deck at 144 feet, and roof elements extending to 168 feet in height, also achieved through approval of a height exception. The 500 Ocean Project to the southwest of the site was approved with a roof deck at 59 feet and tower elements reaching 75 feet in height. The garage structure for Ocean One is depicted with staggered and repeating parapet wall heights varying between 67 feet and 71.5 feet

Setbacks:

The MU-H zoning district requires no building setbacks, but rather a zero (0) build-to line. However, the building setbacks may be increased up to 15 feet administratively, without benefit of a community design appeal, in areas where the intent is to 1) enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas; 2) optimize landscape design; 3) maximize on-site drainage solutions; and/or 4) accommodate architectural

features and building enhancements. This requirement would apply to all building facades fronting on a street. The building setback is measured from the property line to the exterior surface of the building or supporting columns. Along Federal Highway, the proposed building setback along the length of the building, with the 8 foot wide arcade, is between zero and one foot to the arcade columns, and 10 feet in front of the garage, south of the arcade. Along NE 6th Court, the building and balcony/terraces range in setback from 3.1 feet to nearly 10.2 feet. The south side of the project is 266 feet from Ocean Avenue; however, the proposed Phase II buildings are intended to meet the build-to line, with the exception of a grand landscaped courtyard designed in the center. Finally, along the north property line abutting Boynton Beach Boulevard, the setback varies from 15 feet to certain building columns, to nearly 19 feet, and nearly 45 feet at the plaza. This side of the building exceeds the allowable build-to requirement, necessitating community design appeal approval, which the applicant submitted for review (CDPA 17-002). The greater setback has allowed for a more active pedestrian environment, greater opportunities for larger planting areas to facilitate a grander planting scheme (allowing for the placement of large Medjool Date palms and 24 foot tall Oak trees), and creating a more prominent entry into the Marina District. A thorough review of the setbacks and site design was conducted by staff, who concluded that the benefits associated with the larger setback outweigh the requirement for the building to be placed closer to the right-of-way.

Amenities:

As noted above, the master plan depicts the inclusion of two (2) plazas along Federal Highway, located at the NW and SW corners of the site. The Phase I plaza is located at NW the corner (Federal Highway & Boynton Beach Boulevard) and is 2,122 square feet, providing for a nice focal point for the project and enhanced entrance to the Marina District. The project has also been designed with a large interior pool courtyard for resident use, containing the community pool, spa, summer kitchen/grill stations, outdoor dining areas, fountain wall and lush tropical landscaping. The amenities located within the building include a clubhouse with three (3) club rooms, large screen TV's, business center, concierge service and interior bike storage. A separate health club is proposed fronting on Federal Highway. The developer will also be working with Palm Tran of Palm Beach County to relocate and create a new transit shelter, designed utilizing some of the architectural characteristics of the mixed use project.

Design:

The proposed building has a contemporary design, featuring a smooth stucco finish, parapet roof with tower features, decorative cornices and banding, modulation of the facades, balconies with decorative aluminum railings, building score lines, stone veneers and trims, fabric awnings, decorative grilles, arcades, and an earthtone color palette.

Lighting:

The photometric plans (Sheets PH-1 & PH-2) include 35 freestanding pole light fixtures, all of which would be 21.5 feet in height, with the light fixture at 18 feet, and designed to match the poles and light fixture design the City has already adopted along the Casa Costa, 500 Ocean and Boynton Promenade projects. The poles and fixtures would be constructed of cast aluminum,

black in color and the light fixtures would have a flat lens to ensure the on-site illumination would not “spill over” onto adjacent properties and rights-of-way as required by code. There are no spot readings in excess of the maximum 5.9 foot-candles allowed.

Signage: Site and building signage has not been finalized and a Sign Program will need to be approved for the site prior to requesting any sign permits for the site (see Exhibit “C” – Conditions of Approval).

Public Art: The project is subject to the Art in Public Places requirement, and the applicant has been in discussions with the Public Arts Administrator regarding the art and its placement. The proposed location is the west building elevation along Federal Highway. According to the proposed construction estimates, the project would have an art budget of approximately \$283,500.

RECOMMENDATION

Staff has reviewed this request for a new site plan and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit “C” – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

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SITE LOCATION MAP



0 20 40 80 120 160
Feet

LOTS 1 THROUGH 6, "JUNK BROS. ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 13 OF SAID PUBLIC RECORDS, AND LOT 41, "DEWEY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, AND ALL REPLATTED AS "AGREEMENT PLAT SHOWING PROPERTY IN NW¼/OF NW¼/AN SECTION 27 T4SS, R43E, S43E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 AT PAGE 2 OF SAID PUBLIC RECORDS.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN 50.00 FEET OF THE WEST LINE OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THE PART INCLUDED IN THE EXTERNAL AREA OF A 10.00 FOOT RADIUS ARC WHICH IS TANGENT TO A LINE 25.00 FEET WEST OF THE EAST LINE OF SAID LOT 41 AND TO A LINE 45.00 FEET NORTH OF THE CENTERLINE OF STATE ROAD 804.

ALSO LESS AND EXCEPT THE PART INCLUDED IN THE QUIT CLAIM DEED
RECORDED IN OFFICIAL RECORDS BOOK 23563 AT PAGE 1115 OF THE PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOTES

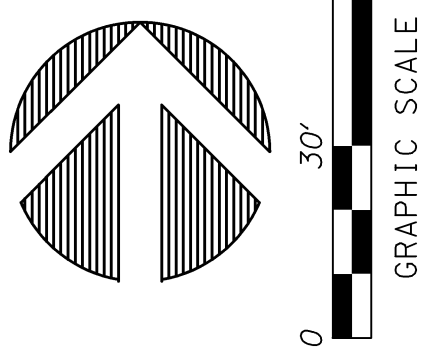
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FLOOD INFORMATION

ABBREVIATIONS

SURVEYOR'S CERTIFICATION

LAST DATE OF FIELD WORK : JUNE 7, 2016



PERIMETER

SURVEYING & MAPPING

Certificate of Authorization No. LB7264

947 Clint Moore Road
Boca Raton, Florida, 33487

Tel: (561) 241-9888
Fax: (561) 241-5162

BOYNTON BEACH / FEDERAL HWY PARCEL

BOUNDARY AND TOPOGRAPHIC SURVEY

NO.	DATE	BY	CK'D	REVISIONS:	FB/PG
1	3-4-05	JSH		BND TOPO SURVEY	
2	3-20-06	JSH		UPDATE BND TOPO SURVEY	
3	2-4-16	JSH		UPDATE SURVEY - DELETE EAST PARCEL	
4	6-07-16	JSH		UPDATE SURVEY - DELETE TURN LANE R/W BOYNTON BEACH BLVD	
5					
6					

JOB NO. 04175

SCALE 1"= 30'

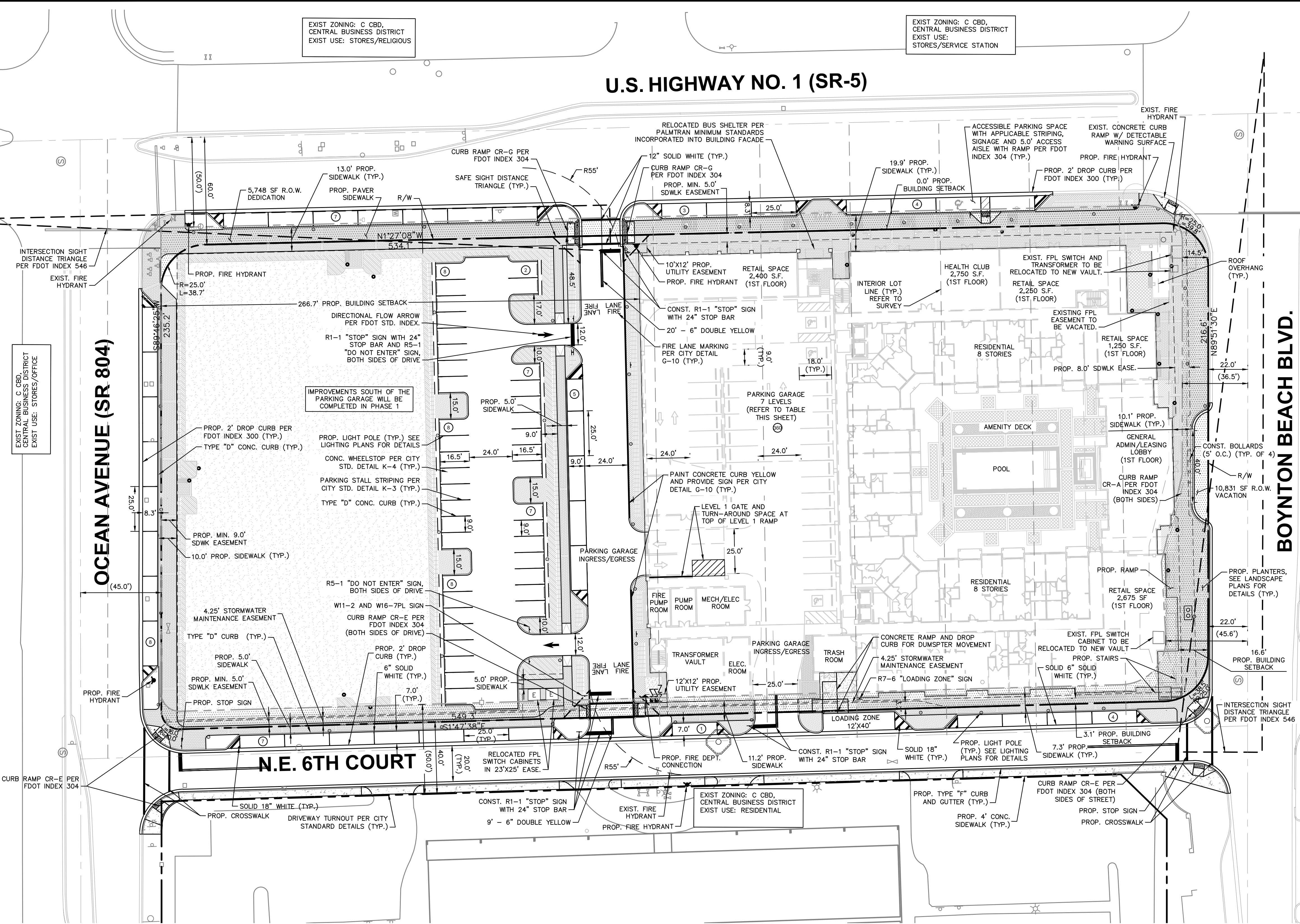
FB/PG /1

DRAWN JSH

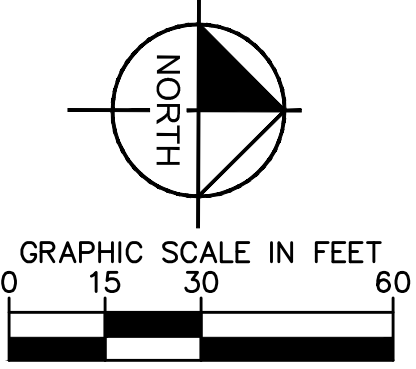
CHECKED JEK

SEAL

SHEET 1 of 1



FINISHED FLOOR ELEVATION:
FLOOD ZONE AE, BASE FLOOD ELEVATION = 6.00
THE PROPOSED FINISH FLOOR ELEVATION 9.30 NGVD IS ABOVE THE HIGHEST 100-YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUILDING SITE, AS DETERMINED BY THE SFWMO'S SURFACE WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.



LEGEND:

- PROPERTY LINE / RIGHT OF WAY
- LIMITS OF CONSTRUCTION
- PROPOSED PAVERS (SEE HARDSCAPE PLAN FOR DETAILS)
- PROPOSED CONCRETE SIDEWALK
- RIGHT-OF-WAY DEDICATION/ABANDONMENT
- PARKING COUNT
- EXISTING DIMENSION

NOTES:

- DISTANCE BETWEEN STOP BAR AND CROSSWALK SHALL BE A MINIMUM OF 4 FEET.
- ALL LONGITUDINAL PAVEMENT MARKINGS SHALL BE 6" WIDE UNLESS OTHERWISE NOTED PER F.O.D.T. ROADWAY AND TRAFFIC DESIGN STANDARDS OR PALM BEACH COUNTY DESIGN STANDARDS.
- THERMOPLASTIC STRIPING SHALL BE USED ALONG NE 6TH COURT AND ANY PROPOSED PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY OF BOYNTON BEACH.

PARCEL INFORMATION			
EXISTING USE	VACANT		
PROPOSED USE	MIXED USE		
EXISTING FUTURE LAND USE DESIGNATION	MIXED USE CORE (MXC)		
PROPOSED FUTURE LAND USE DESIGNATION	MIXED USE CORE (MXC)		
EXISTING ZONING DISTRICT	CBD, CENTRAL BUSINESS DISTRICT		
PROPOSED ZONING DISTRICT	DEVELOPMENT DISTRICT (DTODD) OVERLAY ZONE		
PARCEL FOLIO NUMBER	08-43-45-27-02-000-0010; 08-43-45-27-01-000-0410		
FEMA FLOOD CODE	FIRM PANEL 1201960003C - ZONE B		

BUILDING SUMMARY			
	REQUIRED:	PROVIDED:	
DENSITY FOR TOTAL SITE (UNITS / ACRE)	31 (MIN) - 100 (MAX)	100 * 3.58 AC	358
PHASE I (UNITS)		231	
PHASE II (UNITS)		127	
BUILDING HEIGHT	30' (MIN) - 150' (MAX)	8 STORIES (110')	
FLOOR AREA			
GROSS RESIDENTIAL (INCL. RETAIL)	281,010	SF	
NET RETAIL	8,575	SF	
FLOOR AREA RATIO FOR PHASE I	MIN. 2.0 - MAX 4.0	281,010 / 86,309 SF	3.26
FLOOR AREA RATIO FOR TOTAL SITE	MIN. 2.0 - MAX 4.0	489,010 / 158,348 SF	3.09
USABLE OPEN SPACE	2%	2,122 / 86,309 SF	2.5%
CONSTRUCTION TYPE	I-A		
OCCUPANCY TYPE	R-2		

UNIT MIX		
	QUANTITY	PERCENTAGE (%)
1BD/1BA	91	39.4%
STUDIO	11	4.8%
1BD/1BA+DEN	50	21.6%
2BD/1BA	14	6.1%
2BD/2BA	31	13.4%
2BD/2BA+DEN	34	14.7%
TOTAL	231	100.0%

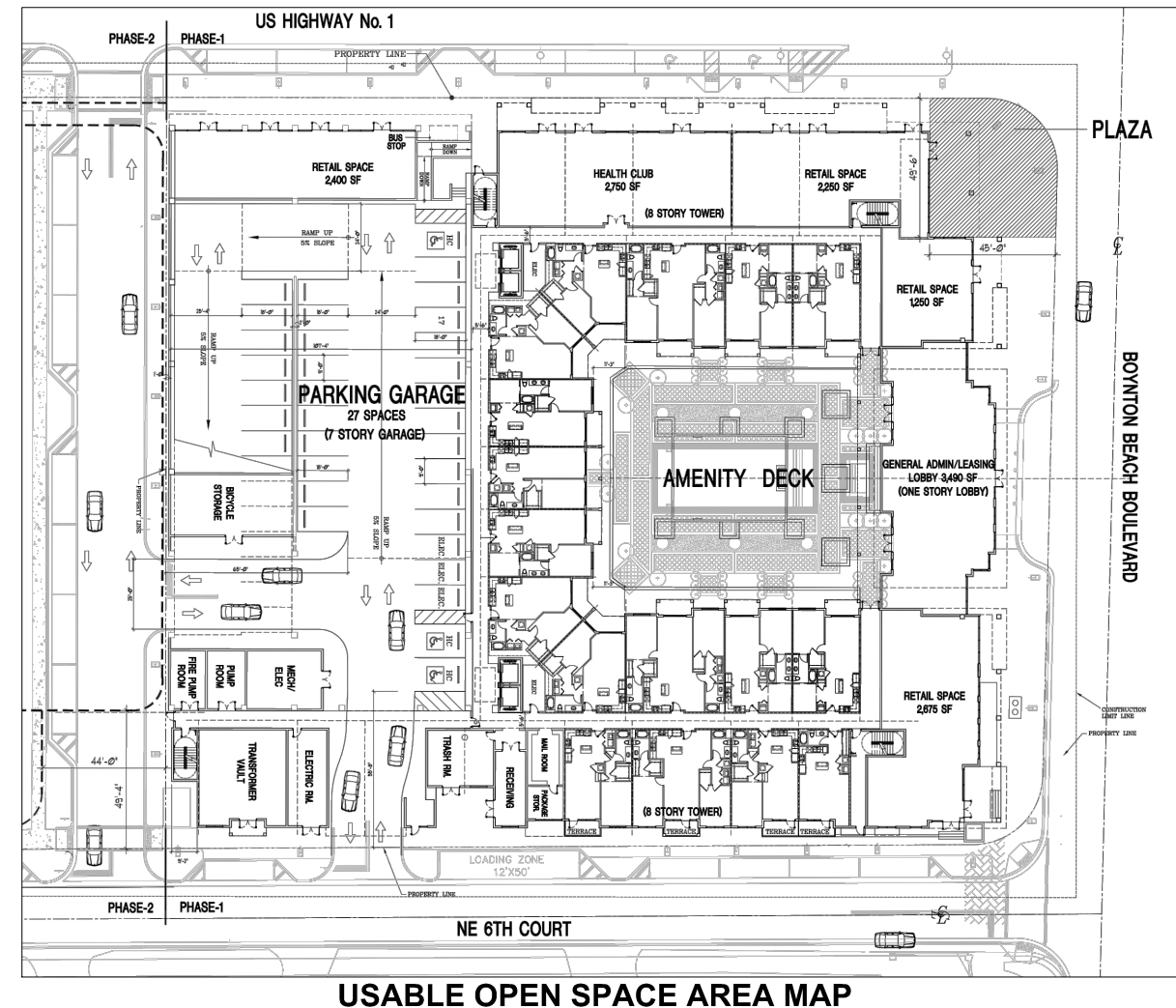
FRONT (NORTH)		
REQUIRED:	PROVIDED:	
FRONT (NORTH)	0'	16.6'
FRONT (EAST)	0'	3.1'
FRONT (WEST)	0'	0'
SIDE (SOUTH)	0'	266.7'

SITE AREA BREAKDOWN (NORTH IMPROVEMENTS)			
	EXISTING:	PROVIDED:	
TOTAL AREA	84,175 SF / 1.93 AC	100%	84,175 SF / 1.93 AC 100%
IMPERVIOUS TOTAL	56,873 SF / 1.31 AC	68%	81,338 SF / 1.87 AC 97%
PAVEMENT	56,873 SF / 1.31 AC	68%	20,325 SF / 0.47 AC 24%
BUILDING	0 SF / 0 AC	0%	61,013 SF / 1.40 AC 73%
PERVIOUS	27,302 SF / 0.63 AC	32%	2,837 SF / 0.07 AC 3%

SITE AREA BREAKDOWN TOTAL SITE			
	EXISTING:	PROVIDED:	
TOTAL AREA	156,106 SF / 3.58 AC	100%	156,106 SF / 3.58 AC 100%
IMPERVIOUS TOTAL	56,076 SF / 1.29 AC	36%	82,649 SF / 1.90 AC 53%
PAVEMENT	56,076 SF / 1.29 AC	36%	21,636 SF / 0.50 AC 14%
BUILDING	0 SF / 0 AC	0%	61,013 SF / 1.39 AC 39%
PERVIOUS	100,030 SF / 2.29 AC	64%	73,457 SF / 1.69 AC 47%

PARKING ANALYSIS		
PARKING REQUIRED (PER CODE)		
USE	REQUIRED PARKING CRITERIA	REQUIRED PARKING
1 BEDROOM (152) 2 BEDROOM OR MORE (79) GUEST PARKING (231 UNITS)	1.33 SPACES PER BEDROOM	203
	1.66 SPACES PER BEDROOM	132
	0.15 PER UNIT	35
RETAIL		
RETAIL UNIT (8,575 SF)	1 PER 200 SF	43
TOTAL REQUIRED PARKING		413

PARKING PROVIDED		
OFF-STREET PARKING & PARKING GARAGE		
LEVEL 1		27
LEVEL 2		55
LEVEL 3		55
LEVEL 4		55
LEVEL 5		55
LEVEL 6		55
LEVEL 7		58
ADA ACCESSIBLE PARKING (8 REQUIRED FOR 301-400 SPACES)		9 (INCLUDED IN ABOVE)
PUBLIC PARKING		
ON-STREET PARKING		39
PARKING LOT		40
TOTAL PARKING PROVIDED		439



UNIT BREAKDOWN						
UNIT TYPE	BR/BA	SQ FT	1ST	2ND-3RD	4TH-8TH	TOTAL UNITS TOTAL NET RENTABLE
S1	Studio	560 SF	-	-	2 UNITS X 5 LEVELS = 10	10 5,600 SF
S1a	Studio	600 SF	1	-	-	1 600 SF
A1	1BR/1B	790 SF	-	-	3 UNITS X 5 LEVELS = 15	15 11,850 SF
A1a	1BR/1B	815 SF	2	3 UNITS X 2 LEVELS = 6	4 UNITS X 5 LEVELS = 20	28 22,820 SF
A2	1BR/1B	770 SF	1	1 UNIT X 2 LEVELS = 2	1 UNIT X 5 LEVELS = 5	8 6,160 SF
A3	1BR/1B	780 SF	4	4 UNITS X 2 LEVELS = 8	4 UNITS X 5 LEVELS = 20	32 24,960 SF
A4	1BR/1B/den	865 SF	2	7 UNITS X 2 LEVELS = 14	6 UNITS X 5 LEVELS = 30	46 39,790 SF
A5a	1BR/1B	815 SF	-	1 UNIT X 2 LEVELS = 2	1 UNIT X 5 LEVELS = 5	7 5,705 SF
A5b	1BR/1B	875 SF	-	1 UNIT	-	1 875 SF
A6	1BR/1B/den	865 SF	4	-	-	4 3,460 SF
B1	2B/1B	1060 SF	-	2 UNITS X 2 LEVELS = 4	2 UNITS X 5 LEVELS = 10	14 14,840 SF
B2	2B/2B	1210 SF	1	2 UNITS X 2 LEVELS = 4	2 UNITS X 5 LEVELS = 10	15 18,150 SF
B3	2BR/2B	1170 SF	-	-	1 UNIT X 5 LEVELS = 5	5 5,850 SF
B3a	2BR/2B	1215 SF	-	-	1 UNIT X 5 LEVELS = 5	5 6,075 SF
B4	2BR/2B/den	1255 SF	2	4 UNITS X 2 LEVELS = 8	2 UNITS X 5 LEVELS = 10	20 25,100 SF
B5	2BR/2B/den	1365 SF	-	-	2 UNITS X 5 LEVELS = 10	10 13,650 SF
B6	2BR/2B	1300 SF	-	1 UNIT X 2 LEVELS = 2	-	2 2,600 SF
B7	2BR/2B/den	1300 SF	-	2 UNITS X 2 LEVELS = 4	-	4 5,200 SF
B9	2BR/2B	1600 SF	-	1 UNIT X 2 LEVELS = 2	-	2 3,200 SF
B10	2BR/2B	1225 SF	-	1 UNIT X 2 LEVELS = 2	-	2 2,450 SF
TOTAL			17	59	155	231 218,935 SF

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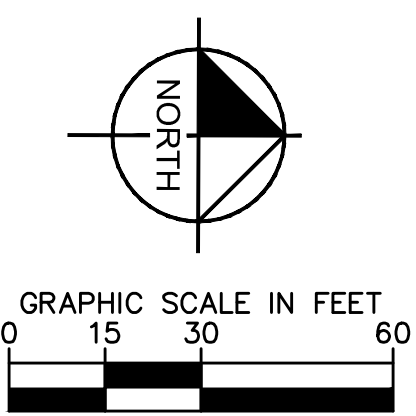
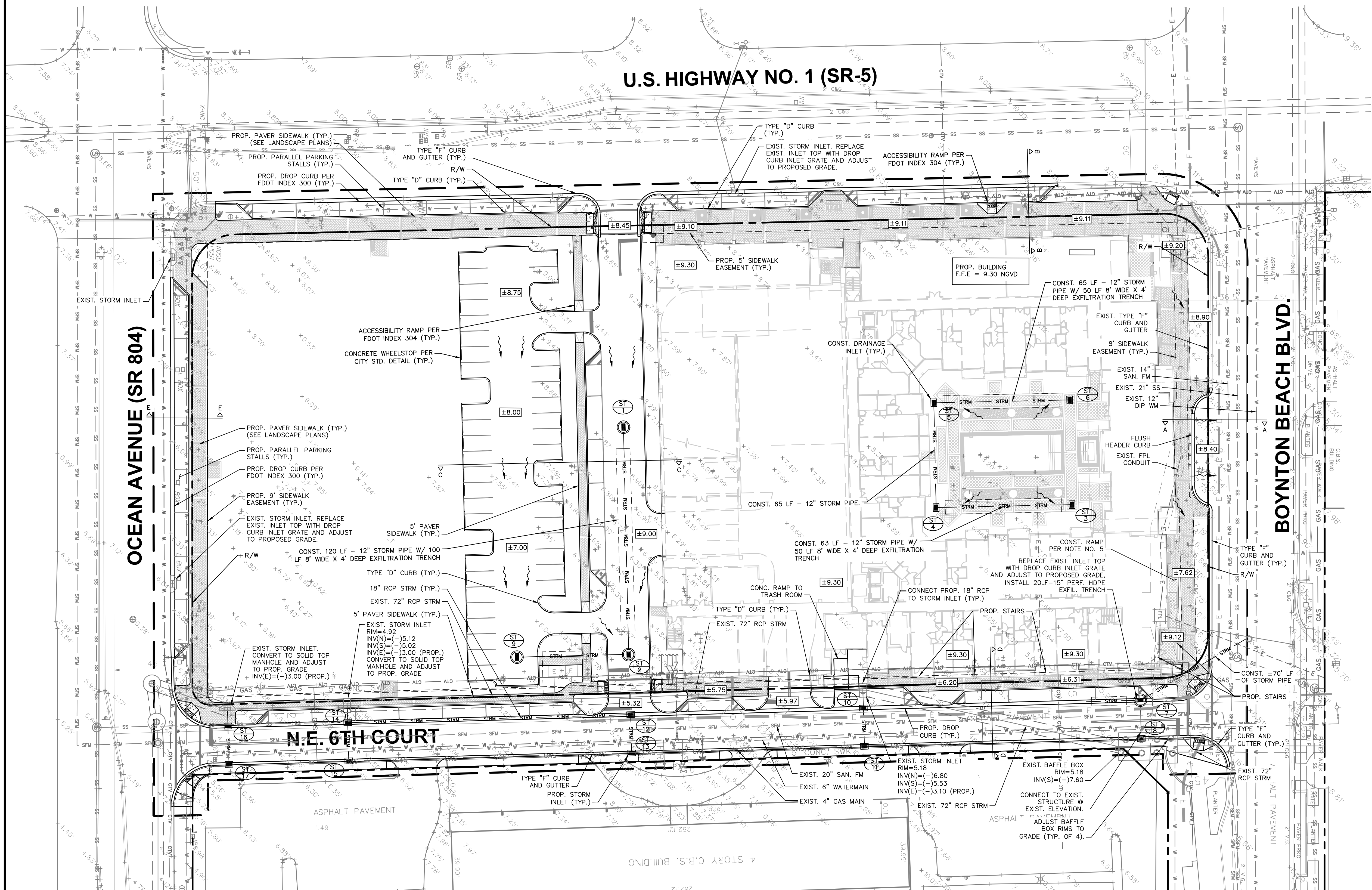
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FL LICENSE NUMBER
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PRELIMINARY DESIGN FOR:
OCEAN ONE
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
SITE PLAN

revisions:
drawn by: JPL
date: FEB/2017
sheet no:
C4.00
project: 140232000

Plotted By: Horn, Josh Sheet Set: OCEAN ONE Layout: C5.00 PAVING GRADING AND DRAINAGE PLAN January 31, 2017 11:30:33am K:\bvd_civil\140232000 - ocean one\CADD\plansheets\C5.00 PAVING GRADING AND DRAINAGE PLAN.dwg



U.S. HIGHWAY NO. 1 (SR-5)

OCEAN AVENUE (SR 804)

BOYNTON BEACH BLVD.

N.E. 6TH COURT

- PAVING, GRADING, AND DRAINAGE NOTES:**
1. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING U.S. PRECAST (USP), U.S. FOUNDRY (USF), OR FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) PRODUCTS AS SPECIFIED, OR APPROVED EQUAL.
 2. ALL STORM STRUCTURES SHALL HAVE A MINIMUM 12" SUMP.
 3. ALL STORM PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP) OR HIGH DENSITY POLY-ETHYLENE (HDPE) PIPE.
 4. ALL PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURES UNLESS OTHERWISE NOTED.
 5. THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0% THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0% THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 1:12H (8.3%).
 6. CONTRACTOR SHALL CLEAN ALL PROPOSED DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
 7. FULL DRAINAGE PLANS, INCLUDING DRAINAGE CALCULATIONS, IN ACCORDANCE WITH THE 2010 LDR, CHAPTER 4, ARTICLE VII, SECTION 3.G. WILL BE REQUIRED AT THE TIME OF PERMITTING.
 8. ALL CATCH BASIN AND MANHOLE COVERS SHALL BE BICYCLE PROOF PER THE 2010 LAND DEVELOPMENT REGULATIONS, CHAPTER 4, ARTICLE VII, SECTION 3.G. AND ENGINEERING DESIGN MANUAL CHAPTER 5, PARAGRAPH D.1.B.
 9. ALL PROPOSED CONNECTIONS TO EXISTING DRAINAGE STRUCTURES SHALL BE CORED TO RECEIVE NEW PIPE.

- LEGEND:**
- PROPERTY LINE / RIGHT OF WAY
 - LIMITS OF CONSTRUCTION
 - FLOW ARROW
 - PROPOSED ELEVATIONS
 - EXISTING ELEVATION
 - PROPOSED PAVERS (SEE HARDSCAPE PLAN FOR DETAILS)

PLANS ARE IN NGVD 1979 DATUM
CONVERSION EQUATION IS BELOW:
(NGVD 1929) - 1.62' = (NAVD 1988)

- | | |
|--|---|
| ST 1
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 8.00'
CONST. (E) = 2.50' | ST 10
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 5.50'
INV. (E) = 2.75'
INV. (W) = 2.75' |
| ST 2
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 5.75'
CONST. (S) = 2.50'
CONST. (W) = 2.50' | ST 11
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 5.50'
INV. (S) = 2.25'
INV. (W) = 3.00' |
| ST 3
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 8.83'
INV. (S) = 4.50' | ST 12
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 5.00'
INV. (S) = 2.25'
INV. (E) = 2.25' |
| ST 4
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 8.83'
INV. (N) = 4.50'
INV. (W) = 4.50' | ST 13
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 5.00'
INV. (W) = 2.50' |
| ST 5
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 8.83'
INV. (N) = 4.50'
INV. (E) = 4.50' | ST 14
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 5.00'
INV. (N) = 1.75'
INV. (E) = 1.75'
INV. (W) = 1.75' |
| ST 6
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 8.83'
INV. (S) = 4.50' | ST 15
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 5.00'
INV. (W) = 2.00' |
| ST 7
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 6.42'
INV. (N) = 3.25'
INV. (S) = 3.25'
INV. (E) = 3.25' | ST 16
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 4.75'
INV. (E) = 1.25'
INV. (W) = 1.25' |
| ST 8
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 6.25' | ST 17
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME, HOOD AND GRATE
RATE = 4.75'
INV. (W) = 1.50' |
| ST 9
CONST. USP 3-3.0 WITH USF
5130-6016 FRAME AND GRATE
RATE = 5.75'
CONST. (N) = 3.00' | |

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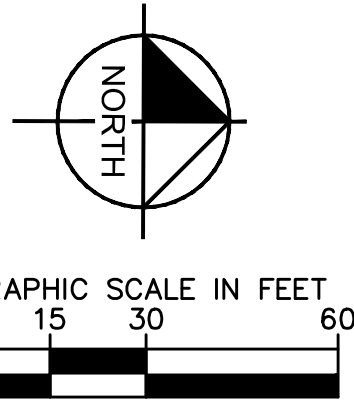
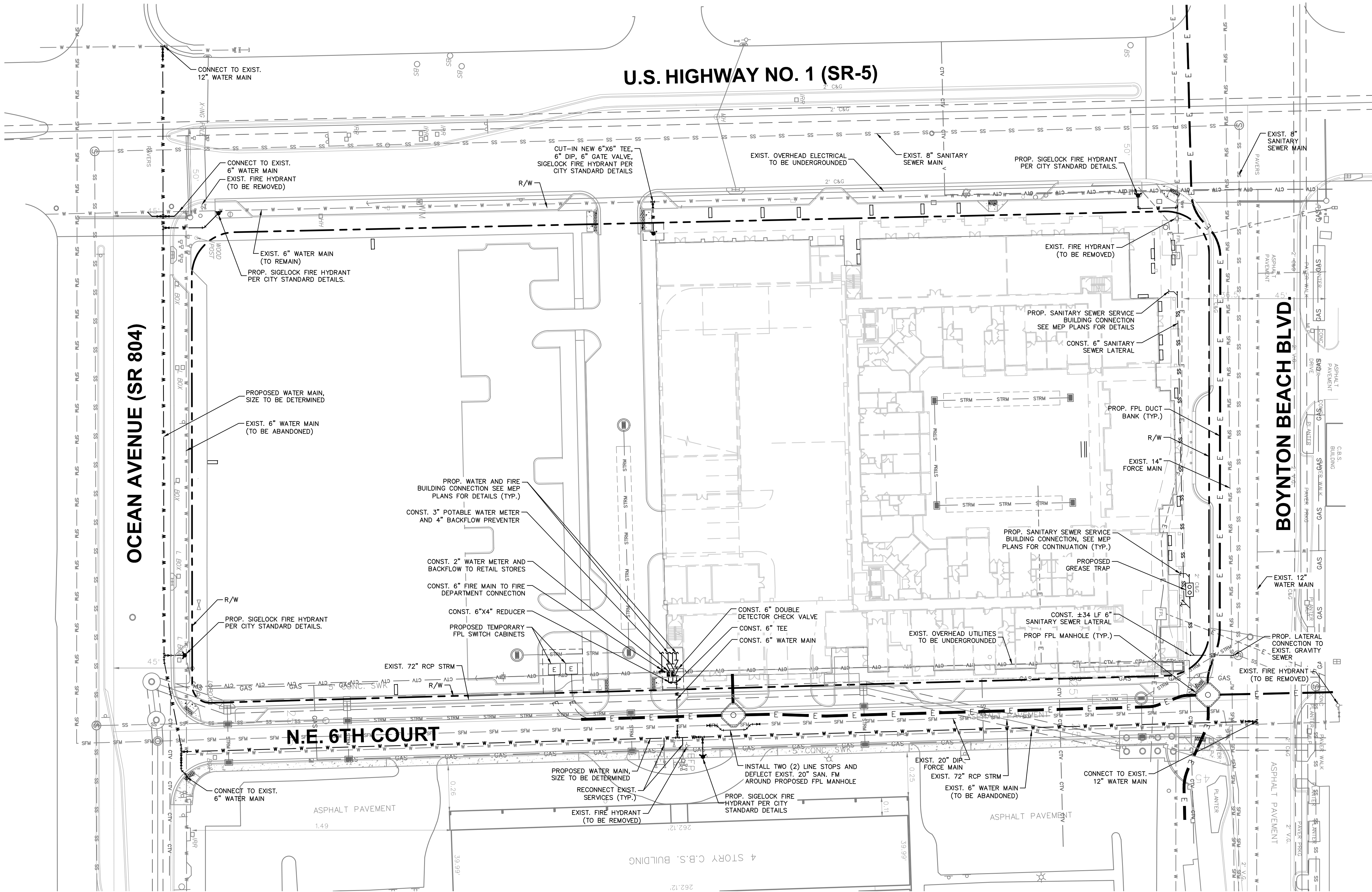
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LICENSED PROFESSIONAL
JASON A. WEBBER, P.E.
FL LICENSE NUMBER
73962
DATE:

PRELIMINARY DESIGN FOR:
OCEAN ONE
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
PAVING GRADING AND DRAINAGE PLAN

revisions:
drawn by: JPL
date: FEB/2017
sheet no:
C5.00
project: 140232000

Plotted By: Hornung, Josh Sheet Set: OCEAN ONE Layout: C6.00 UTILITY PLAN January 31, 2017 11:32:24am K:\bca_civil\140232000 - ocean one\CADD\plansheets\C6.00 UTILITY PLAN.dwg



LEGEND:

- | | |
|-------------|------------------------------|
| --- | PROPERTY LINE/RIGHT OF WAY |
| --- | LIMITS OF CONSTRUCTION |
| W W W | PROPOSED WATER MAIN |
| SS SS SS | PROPOSED SANITARY SEWER LINE |
| STRM STRM | PROPOSED STORM PIPE |
| W W W | EXISTING WATER MAIN |
| SS SS SS | EXISTING ELECTRICAL |
| STRM STRM | EXISTING SANITARY SEWER MAIN |
| SFM SFM SFM | EXISTING STORM PIPE |
| SFM SFM SFM | EXISTING FORCE MAIN |

UTILITY NOTES:

1. ALL WATER MAIN (WM) SHALL BE DIP UNLESS OTHERWISE NOTED.
2. ALL FIRE MAIN (F) SHALL BE DIP UNLESS OTHERWISE NOTED.
3. ALL DUCTILE IRON PIPE (DIP) SHALL BE CLASS 350 UNLESS OTHERWISE NOTED. ALL DIP SHALL BE MARKED PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS.
4. ALL WATER MAIN SHALL HAVE A MINIMUM 36" COVER OVER THE TOP OF THE PIPE UNLESS OTHERWISE NOTED. WATER AND FIRE MAINS SHALL HAVE MIN. 6" VERTICAL SEPARATION FROM EACH OTHER.
5. ALL FITTINGS FOR WATER MAIN, FIRE MAIN, AND SEWER FORCE MAIN SHALL BE DUCTILE IRON MECHANICAL JOINT FITTINGS UNLESS OTHERWISE NOTED.
6. PIPE DEFLECTION OF WATER MAIN, FIRE MAIN, AND SEWER FORCE MAIN SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
7. CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING AND PROPOSED UTILITIES WHEN CONSTRUCTING NEW UTILITIES.
8. CONTRACTOR SHALL FURNISH AND INSTALL NECESSARY PIPE AND FITTINGS TO TRANSITION PIPE MATERIALS WHEN REQUIRED AND TO CONNECT TO BUILDING PLUMBING.
9. ALL MANHOLES, VALVES, CLEANOUTS AND OTHER SUCH BOXES IN PAVEMENT OR SIDEWALKS SHALL BE SET FLUSH WITH PAVEMENT TO MATCH THE PROPOSED SLOPE AND SHALL BE H-20 TRAFFIC RATED.

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UTILITY PLAN

revisions:

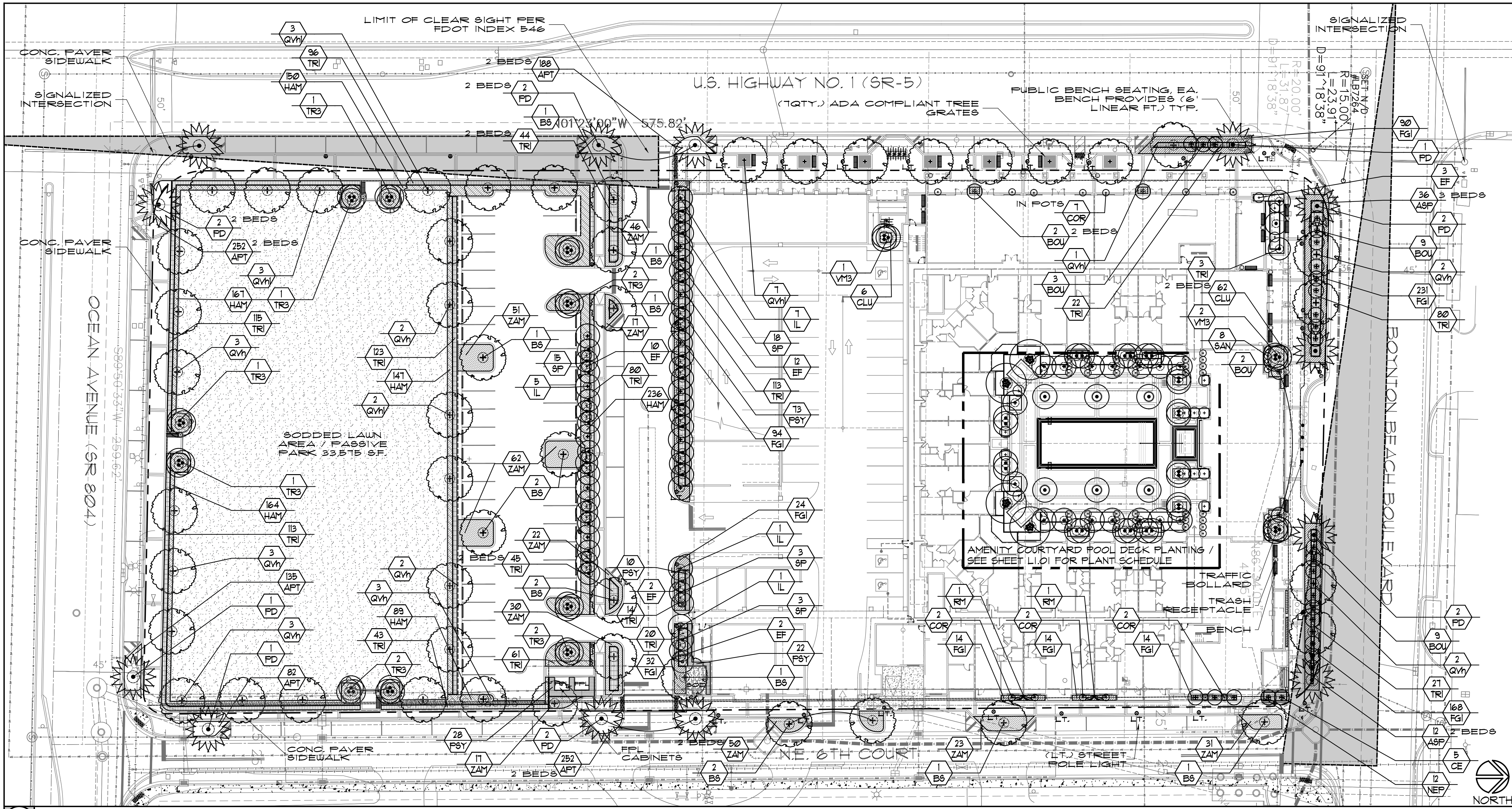
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date: FEB/2017

sheet no:

C6.00

project: 140232000



PLANT SCHEDULE						Rev. 1.28.17	
SYM	SCIENTIFIC NAME / COMMON NAME	SPECIFICATION	Quantity	Native	Salt Tolerance		
*BS	Bursera simaruba Gumbo Limbo	26' ht. x 20' spr., 7" dbh, F.G.	13	Yes	High		
CE	Conocarpus erectus 'sericeus' Silver Buttonwood	8' ht. x 4' spr. 2" dbh Multi-trunk	5	Yes	High		
EF	Eugenia forficata Spanish Stopper	8' ht. x 4' spr., 2 1/2" dbh, Multi-trunk	29	Yes	Moderate		
*IL	Lagerstromia speciosa East Palatka Holly	16' ht. x 8' spr., 3 1/2" dbh, F.G.	14	Yes	Mod. / High		
**PD	Phoenix dactylifera Medjool Date Palm	14' c.t., matched	13	No	Moderate		
*QVh	Quercus virginiana 'Highrise' Live Oak Highrise Cultivar	24' ht. x 16' spr., 6" c.t., 7" dbh F.G.	20	Yes	Mod. / High		
*QVh1	Quercus virginiana 'Highrise' Live Oak Highrise Cultivar	28' ht. x 18' spr., 14" c.t., 8" dbh Trees installed along FDOT r.o.w.	16	Yes	Mod. / High		
RM	Ravensia madagascariensis Travellers Palm Tree	12' ht. x 12' spr., full to base	2	No	Moderate		
**SP	Sabal palmetto Sabal Palms	(13qty) 12' c.t., (13qty) 18' c.t., (13qty) 24' c.t. Install palms w/ Staggered Heights	39	Yes	High		
TRI	Thrinax radiata Thatch Palm	6' c.t., full head Matched Specimens	3	Yes	High		
TR3	Thrinax radiata 'Triple' Thatch Palm 'Triple'	6' c.t.-9' c.t., full heads Matched palms w/ Staggered Heights	10	Yes	High		
VM3	Veitchia montgomeryana Montgomery Palm 'Triple'	12' c.t. - 25' c.t., full heads Stout trunks	3	No	Moderate		
APT	Aptenia cordifolia Baby Sunrose	12" full Install w/ leaves touching	909	No	Mod. / High		
ASP	Asparagus densiflorus 'Meyersii' Foxtail Fern	3 gal., 18" ht. x 18" spr., 18" o.c.	48	No	Moderate		
BOU	Bougainvillea Spp. Bougainvillea 'New River' purple	8' ht. x 4' spr., 4' c.t. standard	25	No	Mod. / High		
CLU	Clusia guttifera 'Nana' Dwarf Small Leaf Clusia	3 gal., 18" ht. x 24" spr., 24" o.c.	68	No	Mod. / High		
COR	Cordyline fruticosa 'Black Magic' Black Magic Cordyline	15gal. 48" ht. x 36" spr., min. 4 trunks	13	No	Moderate		
FGI	Ficus macrophylla 'Green Island' Ficus Green Island	7 gal., 18" ht. x 18" spr., 24" o.c.	681	No	Mod. / High		
HAM	Hamelia patens Firebush	7 gal., 30" ht. x 30" spr., 24" o.c. Install w/ branches touching	953	Yes	Mod. / High		
NEP	Nephrolepis biserrata Fishtail Fern	3 gal., 18" ht. x 18" spr., 24" o.c.	12	No	Moderate		
PSY	Psychotria nervosa Wild Coffee	7gal., 36" ht. x 36" spr. Install with branches touching	133	Yes	Moderate		
SAN	Sansevieria trifasciata Snake Plant	3 gal., 24" ht. x 24" spr., 24" o.c.	8	No	Moderate		
TRI	Tripsacum floridanum Dwarf Fakahatchee grass	3 gal., 18" ht. x 18" spr., 24" o.c.	996	Yes	High		
ZAM	Zamia pumila Coontie	7gal., 18" ht. x 18" spr., 24" o.c.	349	Yes	High		
SOD	Stenotaphrum secundatum 'Floratam' St. Augustine sod	Solid weed-free panels, stagger joints, Contractor shall verify quantity	33,575sf				
* Note: Asteric denotes trees proposed in accordance with municipal Tree Mitigation code requirements. 100% of the DBH removed from the site shall be replaced. Tree specifications have been selected to mitigate the total DBH removed from the site, total inches removed from the development site equal 380 inch of DBH.							
** Note: Asteric denotes palms proposed in accordance with municipal Tree Mitigation code requirements. 100% of the palms removed from the site shall be replaced. 34 palms have been removed from the site.							
GRAPHIC SCALE IN FEET							
0 15 30 60							
NORTH							

128-2017

Project Name

Ocean One

114 N. Federal Highway, Boynton Beach, Fl

Drawing Title

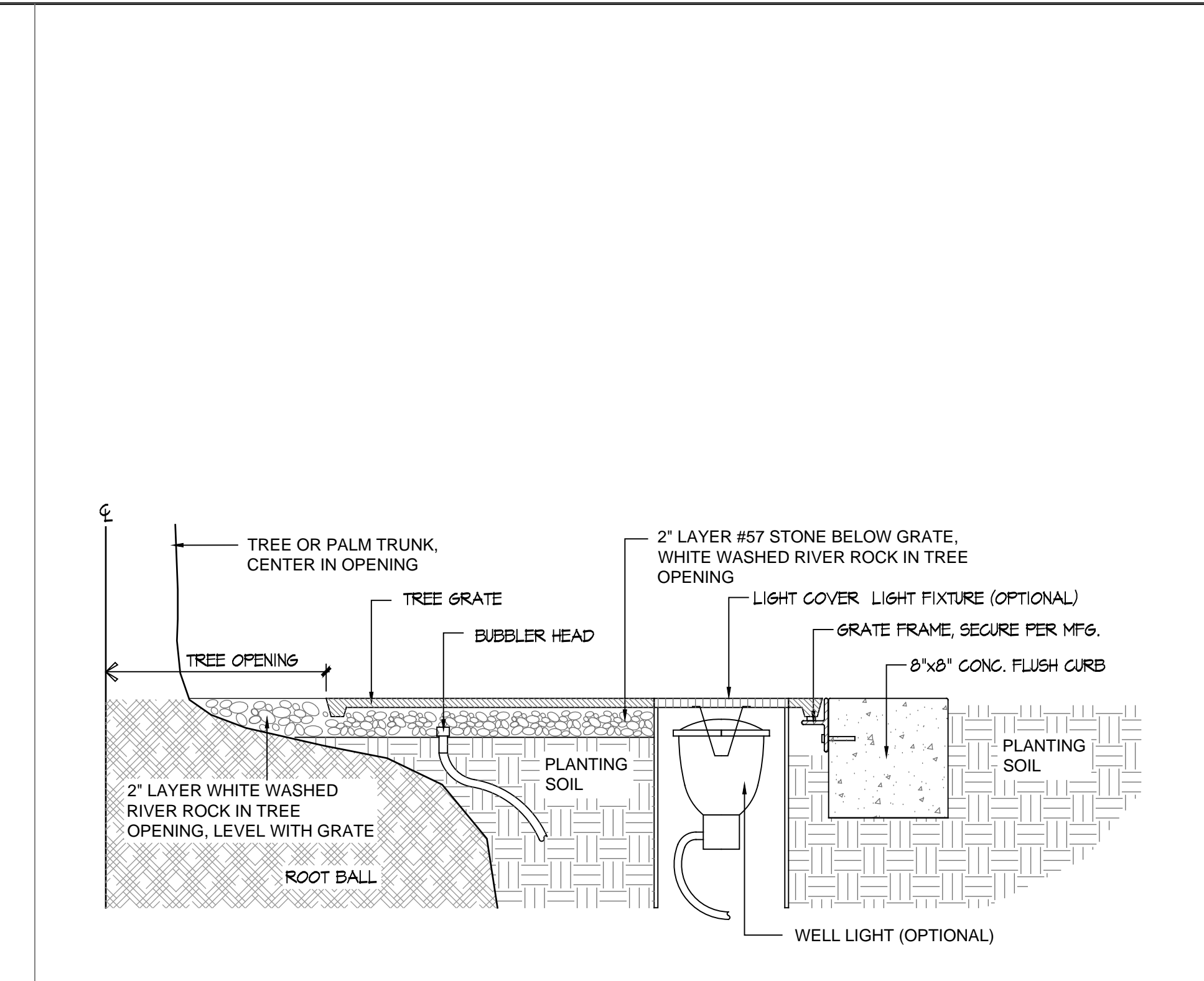
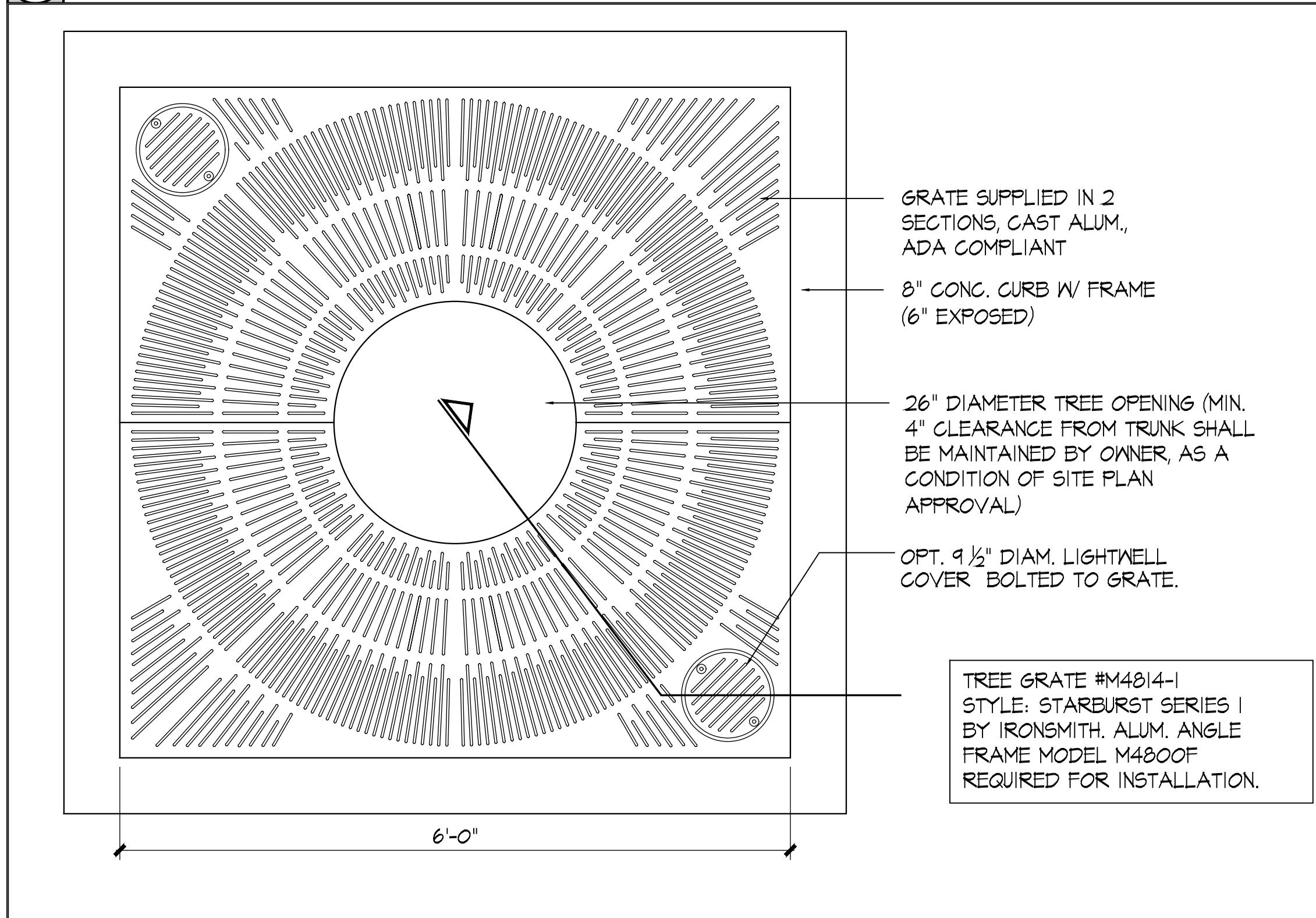
LANDSCAPE PLANTING PLAN

1

2

1 LANDSCAPE PLANTING PLAN

2 LANDSCAPE PLANTING SCHEDULE



LANDSCAPE CODE COMPLIANCE PER PART III, CHAPTER 4, ARTICLE II OF THE BOYNTON BEACH CODE OF ORDINANCES			
SITE AREA: 150,348 (3.63 ACRES) ZONING: CBD (CENTRAL BUSINESS DISTRICT)			
SEC. 4-A-3.a.2	MINIMUM NUMBER OF DIFFERENT TREE SPECIES PER TABLE 4-2 31-60 TREES = 4 SPECIES	REQUIRED 4	PROVIDED 8
SEC. 4-B-2.c	IN THE CIRCUMSTANCE BUILDING SETBACKS ARE REDUCED ALONG THE FRONT AND SIDE CORNER PROPERTY LINES AND OFF STREET PARKING AND VEHICULAR USE AREAS ARE NOT VISIBLE FROM ABUTTING ROW, A LANDSCAPE STRIP IS NOT REQUIRED IN THE PRESENCE OF BUILDINGS, STRUCTURES, PEDESTRIAN AREAS, AND SIDEWALKS	NO	NO
SEC. 4-B-2.c.1	FOUNDATION LANDSCAPING AND TREES SHALL BE INSTALLED WITHIN THE REDUCED BUILDING SETBACK AREAS, BETWEEN THE BUILDING AND THE PROPERTY LINE	YES	YES
SEC. 4-B-5.c.1	ALL NEW CONSTRUCTION SHALL INCLUDE SHADE TREES IN THE STEETScape @ MIN. 4' CAL. (7' CAL. PROVIDED) (PER SECTION 4-A-3.a.2.c, LARGE PALM SPECIES SUCH AS FLORIDA ROYAL PALM, CANARY ISLAND DATE, OR OTHER PALM SPECIES DETERMINED BY STAFF THAT HAS THE SAME VISUAL/SHADING EFFECT AS THAT OF A CANOPY TREE SHALL REPRESENT THE EQUIVALENT OF ONE CANOPY TREE)	YES	YES
SEC. 4-B-5.c.2	SHADE TREES SHALL BE REGULARLY SPACED BETWEEN 25' AND 30' ON CENTER WEST: FEDERAL HIGHWAY - 575' / 30' = 19 TREES (LESS 24' WIDE ACCESS DRIVE) NORTH: BOYNTON BEACH BLVD - 251' / 30' = 9 TREES EAST: NE 6TH COURT - 580' / 30' = 19 TREES (LESS 24' WIDE ACCESS DRIVE) SOUTH: OCEAN AVE - 259' / 30' = 9 TREES	WEST: 19 NORTH: 9 EAST: 19 SOUTH: 9	WEST: 19 PROP. NORTH: 9 PROP. EAST: 16 PROP. SOUTH: 9 PROP.
TREE MITIGATION CODE COMPLIANCE PER PART III, CHAPTER 4, ARTICLE I OF THE BOYNTON BEACH CODE OF ORDINANCES			
SEC. 4-C	MITIGATION OF EXISTING TREES (TABLE 4-1 MITIGATION OF EXISTING TREES). ALL EXISTING TREES THAT ARE NOT PRESERVED IN PLACE OR RELOCATED ON-SITE SHALL BE MITIGATED IN CONNECTION WITH A LAND DEVELOPMENT PERMIT. THE EQUIVALENT REPLACEMENT FOR EXISTING TREES SHALL BE BASED ON CALIPER DIMENSION OR TYPE OF TREE AS INDICATED IN THE TABLE. THE CUMULATIVE CALIPER INCHES OF EXISTING TREES TO BE REMOVED SHALL BE REPLACED ON-SITE WITH AN EQUAL (100%) OR GREATER NUMBER OF CALIPER INCHES OF A REPLACEMENT CANOPY TREE OR TREES TREE DISPOSITION CALCULATIONS PER SHEET L0.00 TREES TO BE REMOVED: 26 DBH TO BE REMOVED: 380" PALMS TO BE REMOVED: 34	380" DBH 34 PALMS	SEE SHEET L0.00

RHETT ROY

Landscaping Architecture Planning, P.A.

412 North Andrews Avenue
Fort Lauderdale, FL 33301
Florida License Number LA 988
Phone 954/482-0722
Fax 954/482-0704

Seal

Florida License No. 0000985

Drawn
JSC

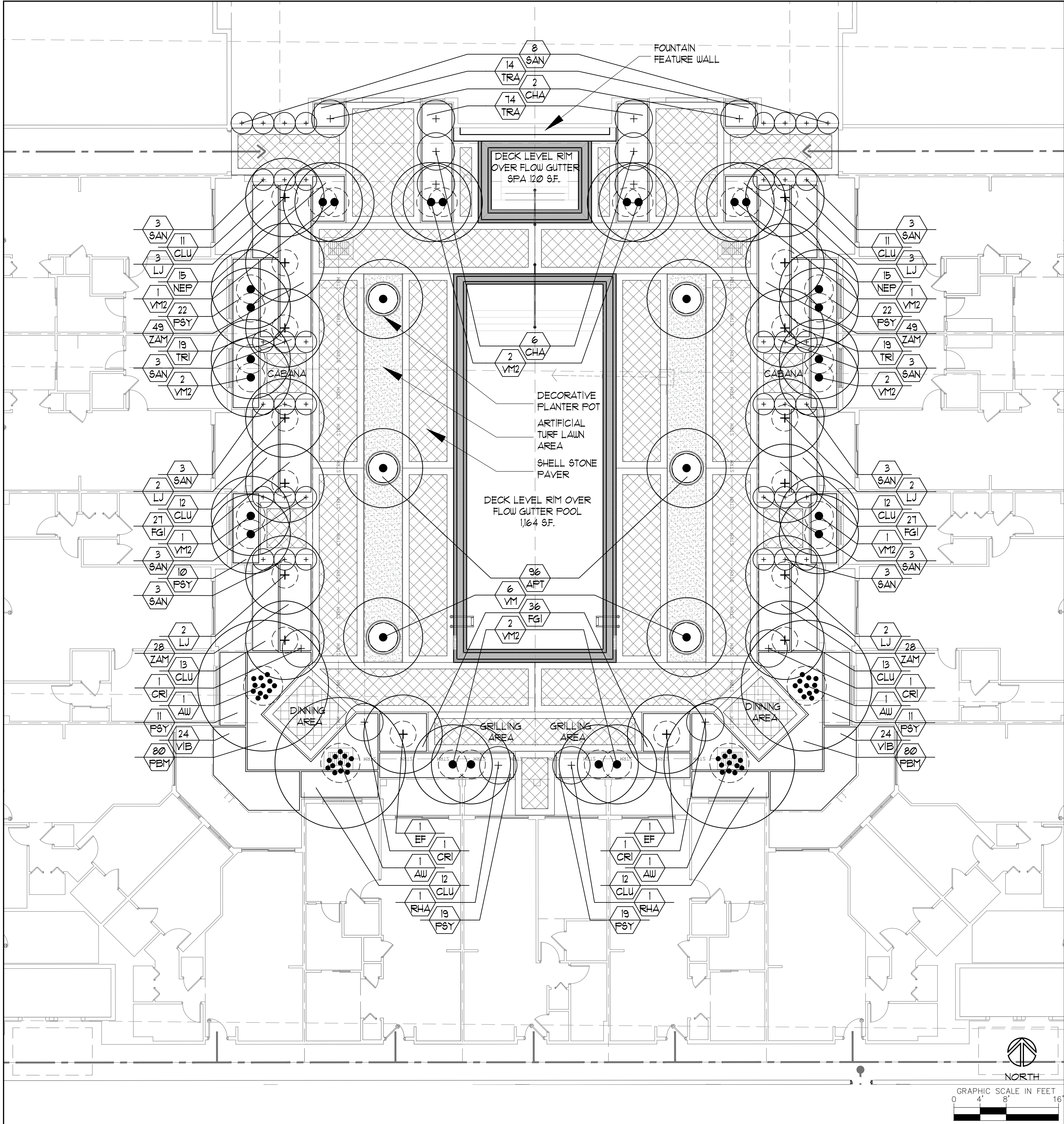
Project No.
16018.00

CAD File No.
16018.00

Date
09/12/2016

Scale
1" = 30'-0"

Drawing No.
L1.00



1
L-101

AMENITY COURTYARD POOL DECK PLANTING PLAN

1/8" = 1'-0"

2
L-101

SYM	SCEINTIFIC NAME / COMMON NAME	SPECIFICATION	Quantity	Native	Salt Tolerance
AW	Acoelornhaphe wrightii Paurotis Palm	8ht.-20ht x 14"spr., Min. 5 trunks Matched, F.G.	4	Yes	High
EF	Eugenia foetida Spanish Stopper	8' ht. x 4' spr., 2 1/2" dbh, Multi-trunk	2	Yes	Moderate
LJ	Ligustrum japonicum Japanese Privet	12ht. x 12"spr. 4c.t., 3.5"dbh, Multi-Trunk Florida No. 1 Matched Specimens	14	No	Moderate
VM2	Veitchia montgomeryana Montgomery Palm 'Double'	12c.t. full heads Straight Stout trunks	6	No	Moderate
VM2	Veitchia montgomeryana Montgomery Palm 'Double'	12c.t. & 17c.t., full heads Curved Stout trunks	12	No	Moderate
APT	Apтения cordifolia Baby Sunrose	12" full Install w/ leaves touching	96	No	Mod. / High
CHA	Chamaedorea cataractarum Cat Palm	7gal. 5ft full	8	No	Low
CLU	Clusia guttifera Small Leaf Clusia	7 gal., 36" ht. x 24" spr., 24" o.c.	96	No	Mod. / High
CRI	Crinum augustum 'Queen Emma' Crinum Lily	15 gal., 3' ht., x 3' spr.	4	No	Moderate
FGI	Ficus macrophylla 'Green Island' Ficus Green Island	7 gal., 18" ht. X 18" sp., 24" o.c.	90	No	Mod. / High
NEP	Nephrolepis exaltata Boston Fern	3 gal., 18" ht. x 18" spr., 24" o.c.	30	Yes	Moderate
PBM	Philodendron burle marx Burle Marx Philodendron	3 gal., 18" ht. x 18" spr., 24" o.c.	160	No	Moderate
PSY	Psychotria nervosa Wild Coffee	7gal., 36"ht. x 36"spr. Install with branches touching	114	Yes	Moderate
RHA	Rhapis excelsa Lady Palm	7gal., 60"ht. x 36"spr., min. 5-7 trunks Install with branches touching	2	No	Low
SAN	Sanseveria trifasciata Snake Plant	3 gal., 24" ht. x 24" spr., 24" o.c.	38	No	Moderate
TRA	Trachelospermum jasminoides Confederate Jasmine	3gal. 18" spr.	88	No	Moderate
TRI	Tripsacum floridana Dwarf Fakahatchee grass	3 gal., 18" ht. x 18" spr., 24" o.c.	38	Yes	High
VIB	Viburnum odoratissimum 'Awabuki' Viburnum Awabuki	7gal., 36"ht. x 24"spr., 24" o.c.	48	No	Moderate
ZAM	Zamia pumila Coontie	7gal., 18"ht. x 18"spr., 24" o.c.	154	Yes	High

No.	REVISIONS	Date

1-28-2017

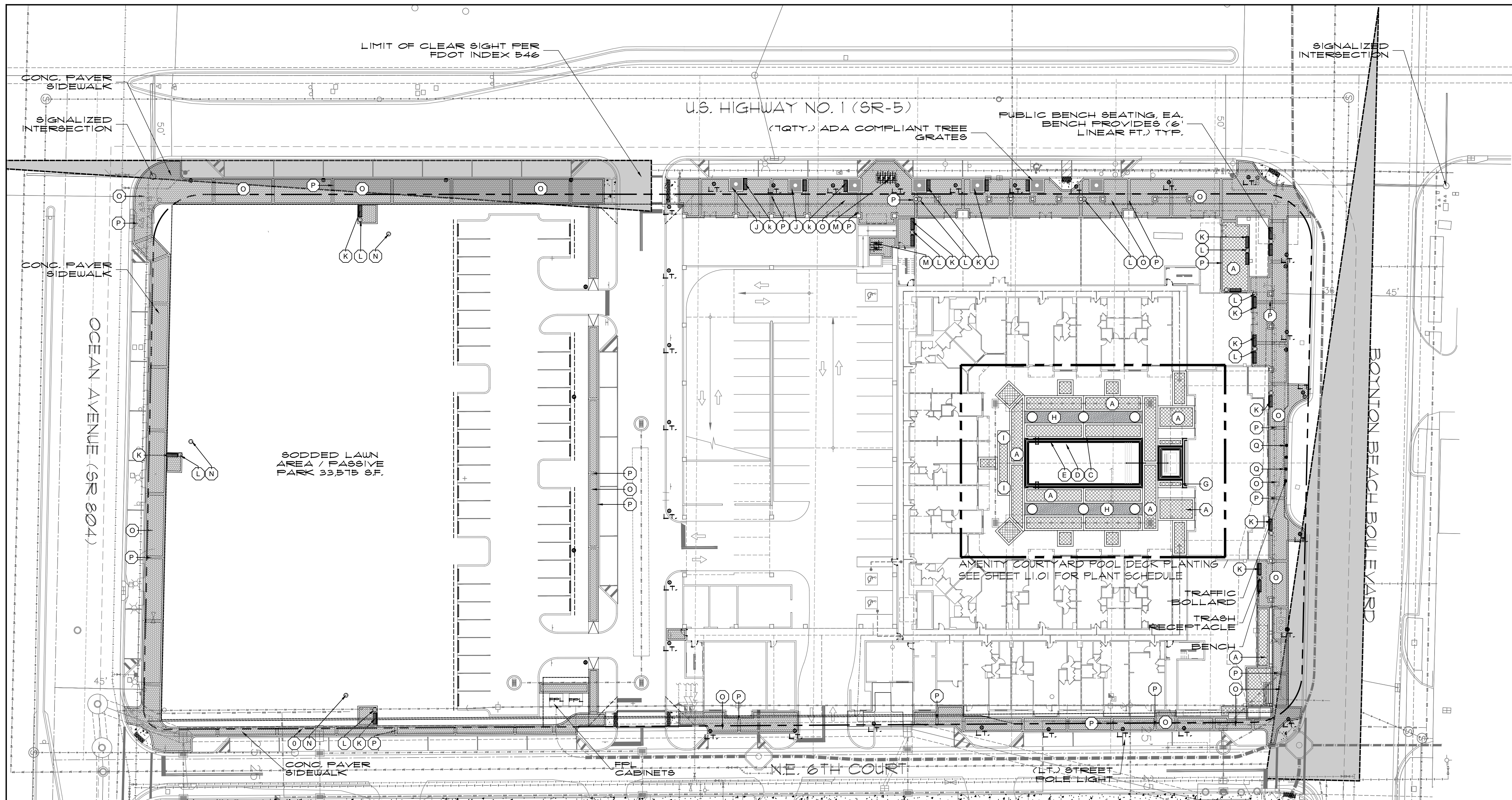
Project Name
Ocean One
114 N. Federal Highway, Boynton Beach, Fl
Drawing Title
AMENITY COURTYARD POOL DECK PLANTING PLAN

RHETT ROY
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412 North Andrews Avenue
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Florida License Number LA 588
Phone 954/482-0722
Fax 954/482-0704

Seal

Florida License No. 0000895
Drawn
JSC
Project No.
16018.00
CAD File No.
16018.00
Date
08/14/2016
Scale
1/8" = 1'-0"
Drawing No.

L-1.01



PROPERTY BOUNDARY LINE

HARDSCAPE MATERIALS LEGEND
AMENITY COURTYARD POOL DECK AREA

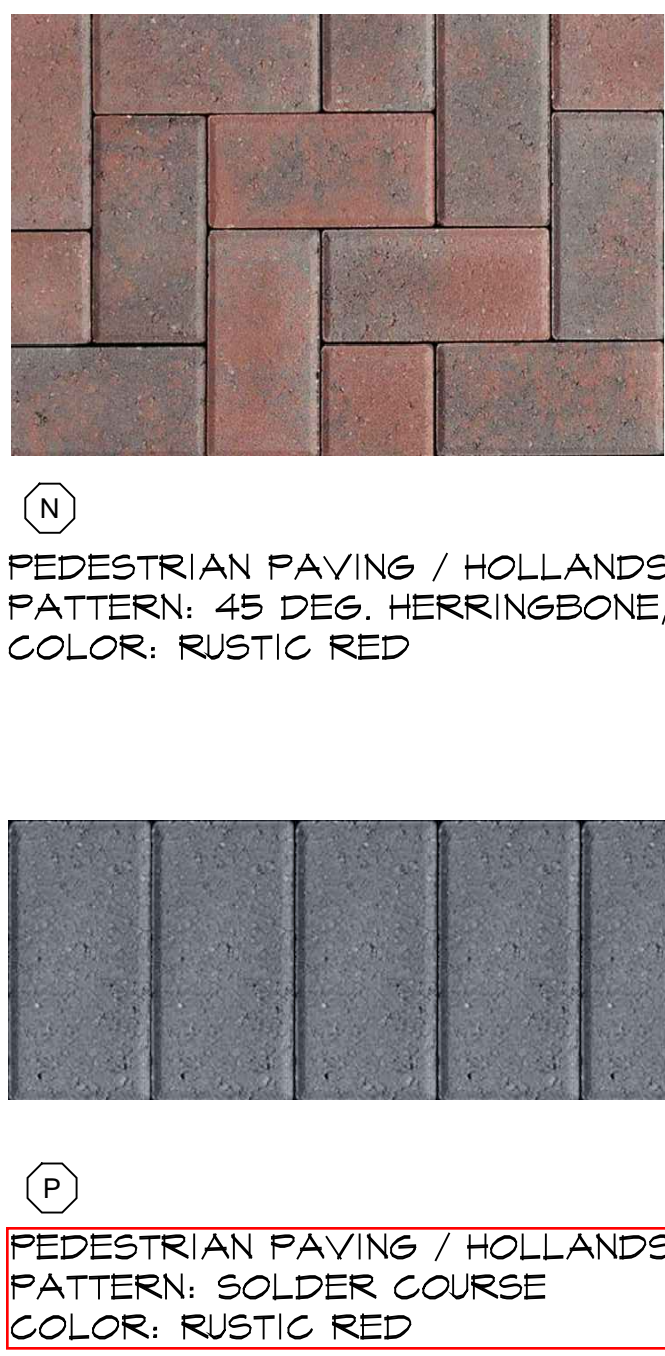
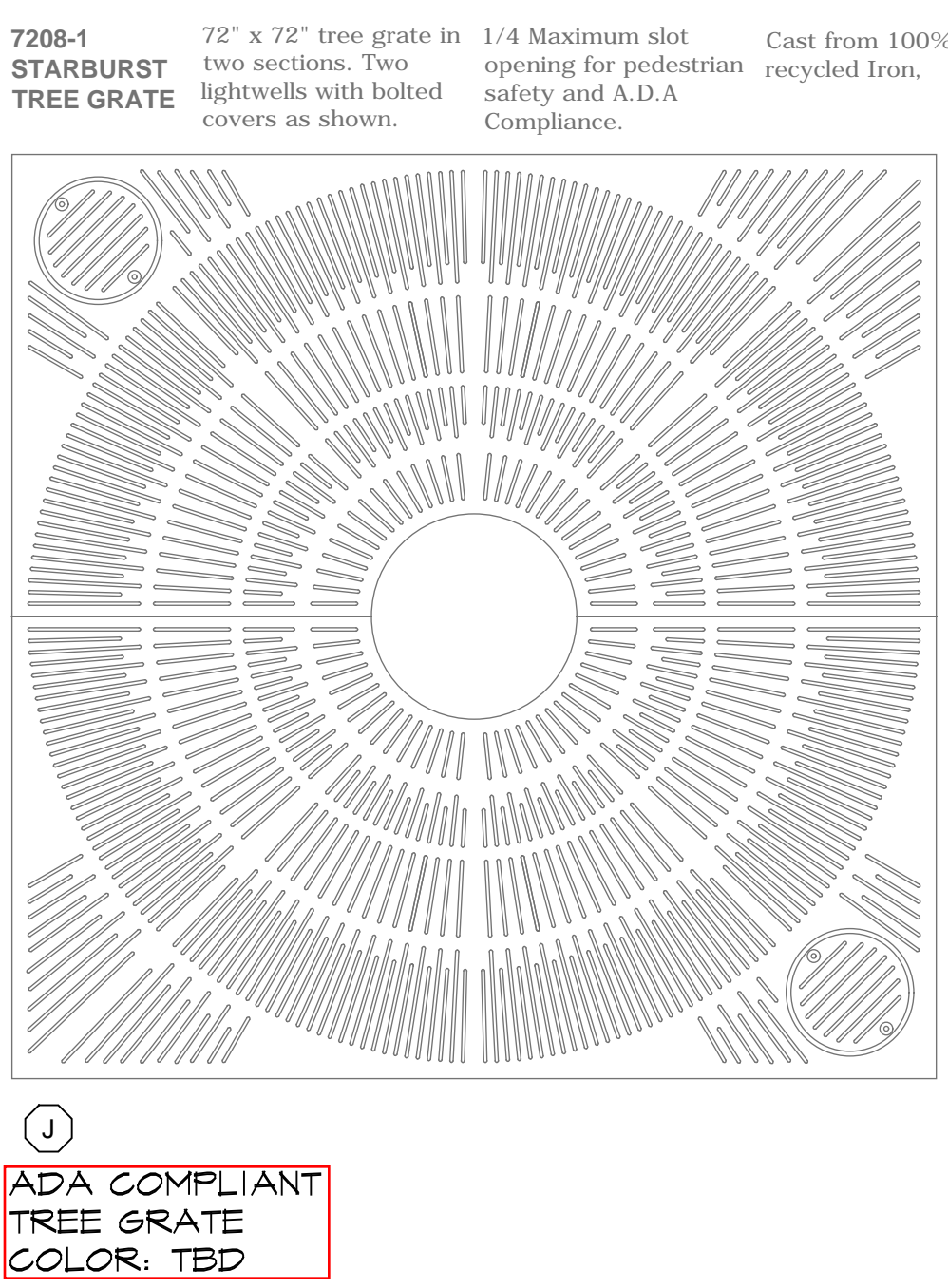
- (A) POOL DECK PAYER: FIELD 12" X 12" X 1 1/2", COLOR: IVORY, SHELL LOCK PAYER, DIAMOND STACK BOND, SAND SET PAYER ON MIN. 4" COMPACTED ROCK BASE.
- (B) POOL DECK PAYER BOARDER: 12" X 12" X 1 1/2", COLOR: IVORY, SHELL LOCK PAYER, STACK BOND, WITH HIDDEN MUD-SET EDGE RESTRAINT.
- (C) POOL/SPA COPING: 12" X 12" X 1 5/8", SHELL LOCK COPING W/ A SINGLE BULLNOSE, COLOR TO MATCH SHELL LOCKING "IVORY" PAVING, MUD SET COPING TO POOL BEAM.
- (D) POOL/SPA FINISH: MATERIAL BY OTHERS (COLOR TO BE APPROVED BY OWNER)
- (E) POOL/SPA WATER LINE & WATER FEATURE TILE: MATERIAL TO BE SELECTED
- (F) POOL/SPA STEPS EDGE TILE: MATERIAL TO BE SELECTED
- (G) POOL/SPA SHOWER: STAINLESS STEEL POOL SHOWER FIXTURE
- (H) ARTIFICIAL TURF: FINAL SELECTION TO BE APPROVED BY OWNER
- (I) OUTDOOR GRILL: STAINLESS STEEL GAS GRILL

HARDSCAPE MATERIALS LEGEND
STREETSCAPE & PUBLIC PLAZA AREAS

- (J) ADA ACCESSIBLE TREE GRATE: IRONSMITH 72" SQUARE, SUNBURST SERIES-1 ALUMINUM TREE GRATE AND FRAME, COLOR FINISH: TBD, QTY. PROPOSED (1)
 - (K) BENCH: LNC6 - NEWCASTLE 6' CONTOUR BENCH WITH STEEL SLAT SEATING, ARMRESTS AND PORTABLE SURFACE MOUNT LEGS, ALL STEEL FITTINGS ARE COATED WITH PLASTISOL FUSION ADVANTAGED, COLOR: TBD, QTY. PROPOSED SHALL MEET MIN. CODE REQUIREMENTS, 1' LF. PER 30 SF. OF PLAZA SPACE, (20 BENCHES PROVIDED BASED ON AN APPROXIMATE 3,300 SF. OF PLAZA SPACE)
 - (L) TRASH RECEPTACLE: PT4500 UPSIDE TRASH RECEPTACLE, 50 GAL. POLYETHYLENE TRASH RECEPTACLE WITH PLASTIC TILT-OUT REMOVABLE BIN, COLOR: TBD, QTY. PROPOSED SHALL MEET MIN. CODE REQUIREMENTS, (5 TRASH RECEPTACLES PROVIDED)
 - (M) BIKE RACKS: AL18R2 - ALLURE BIKE RACK (2-BIKE CAPACITY EA.), CAST ALUMINUM, COLOR: TBD, BIKE RACKS ARE SURFACE MOUNTED, QTY. PROPOSED SHALL MEET MIN. CODE REQUIREMENTS, (6 BIKE RACKS PROVIDED, STORAGE CAPACITY FOR 12 BIKES)
 - (N) DOG-I-POT PET STATION (1003A-L) STATION INCLUDES: SIGN, BAG LINER & DISPENSER, TRASH RECEPTACLE WITH LID, (3 STATIONS PROPOSED)
- PAVING:
- (O) PEDESTRIAN PAVING, FIELD: HOLLANDSTONE TM, PAYER, PAVERS SHALL BE INSTALLED IN A 45 DEG. HERRINGBONE PATTERN, COLOR: RUSTIC RED.
 - (P) PEDESTRIAN PAVING, BOARDER: HOLLANDSTONE TM, PAVERS SHALL BE INSTALLED IN A SOLDIER COURSE PATTERN
 - (Q) TRAFFIC BOLLARD W/ LED LIGHTING: COLOR TBD.



1 HARDSCAPE PLAN



128-2017

NO. REVISIONS

DATE

Project Name

Ocean One

114 N. Federal Highway, Boynton Beach, Fl

Drawing Title

HARDSCAPE PLAN

RHETT ROY

Landscape Architecture Planning, P.A.

412 North Andrews Avenue

Fort Lauderdale, FL 33301

Florida License Number: LA 588

Fax 954/482-0722

Phone 954/482-0704

Seal

Florida License No. 0000945

Drawn JSC

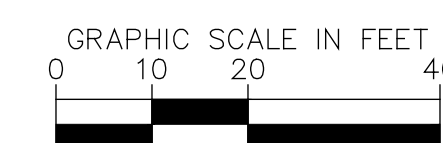
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CAD File No. 16018-00

Date 09/12/2016

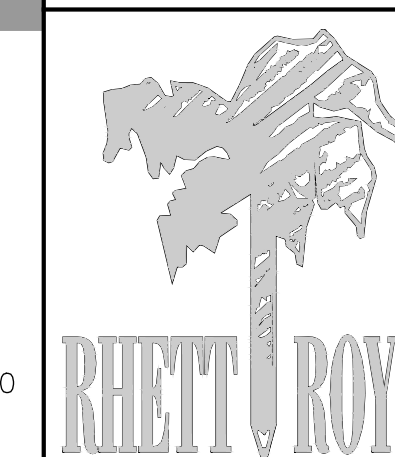
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Drawing No. L2.00

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1-28-2017

Project Name Ocean One
114 N. Federal Highway, Boynton Beach, FL 33426
Raising this NORTH LANDSCAPE ELEVATION



Landscape Architecture Planning, P.A.
412 North Andrews Avenue
Fort Lauderdale FL 33301
Florida License Number LA 393
Fax 954/462-0722
Phone 954/462-0704

Seq

K. M. T. C. / 12/11/2019

Florida License No. 0000393

Drawn

JSC

Project No. 1601800

CAD File No.

160	8.00
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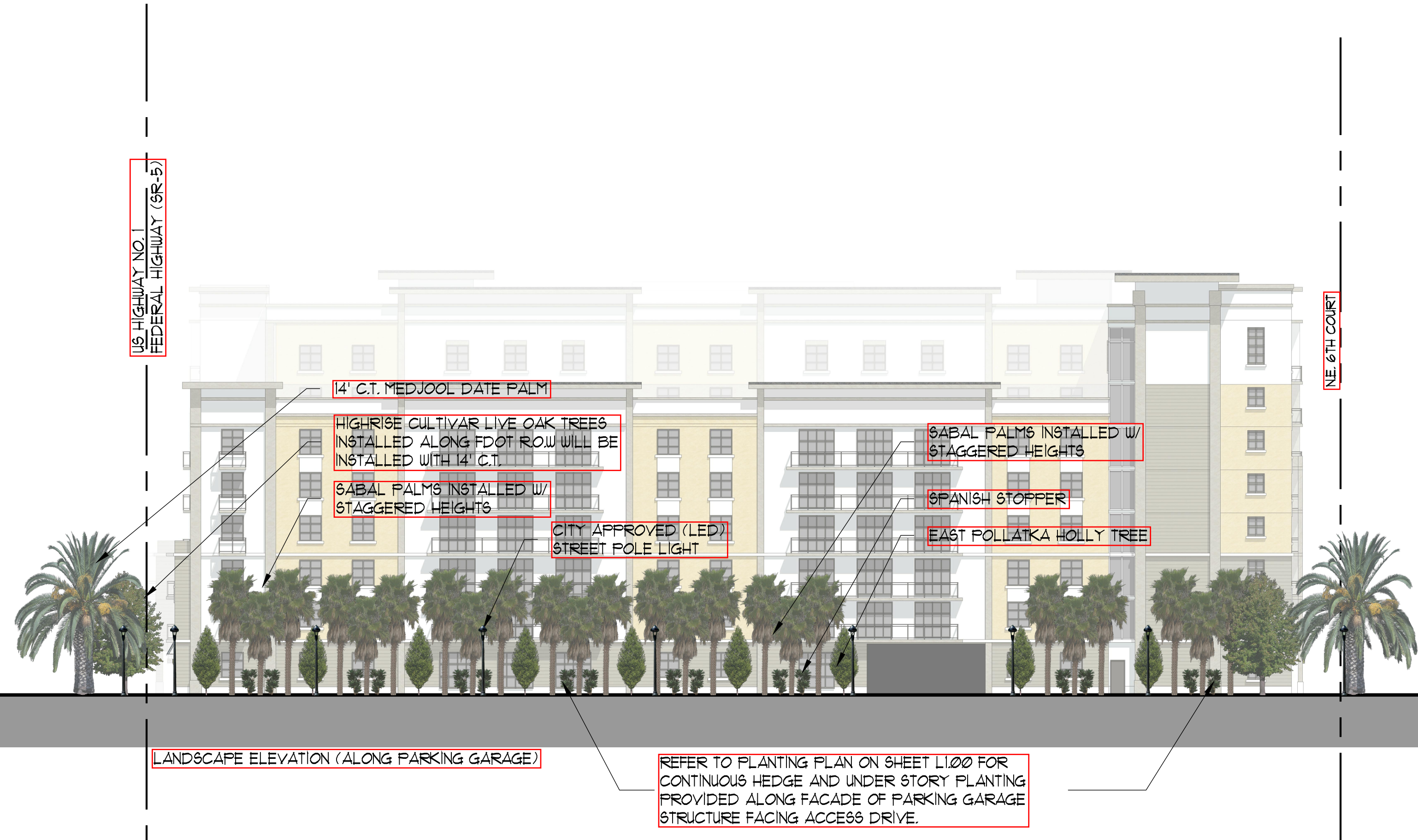
Date

04/12/2016

Scale
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Drawing 1

L.3.00



No.	REVISIONS	Date

1-28-2017

Project Name
Ocean One
114 N. Federal Highway, Boynton Beach, FL
Drawing Title
SOUTH LANDSCAPE ELEVATION

RHETT ROY
Landscape Architecture Planning, P.A.
412 North Andrews Avenue
Fort Lauderdale, FL 33301
Florida License Number LA 588
Fax 954/482-0722
Phone 954/482-0704

Seal
[Signature]

Florida License No. 0000898
Drawn
JSC
Project No.
16018-00
CAD File No.
16018-00
Date
09/12/2016
Scale
1" = 20'-0"
Drawing No.



L-3.02



COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

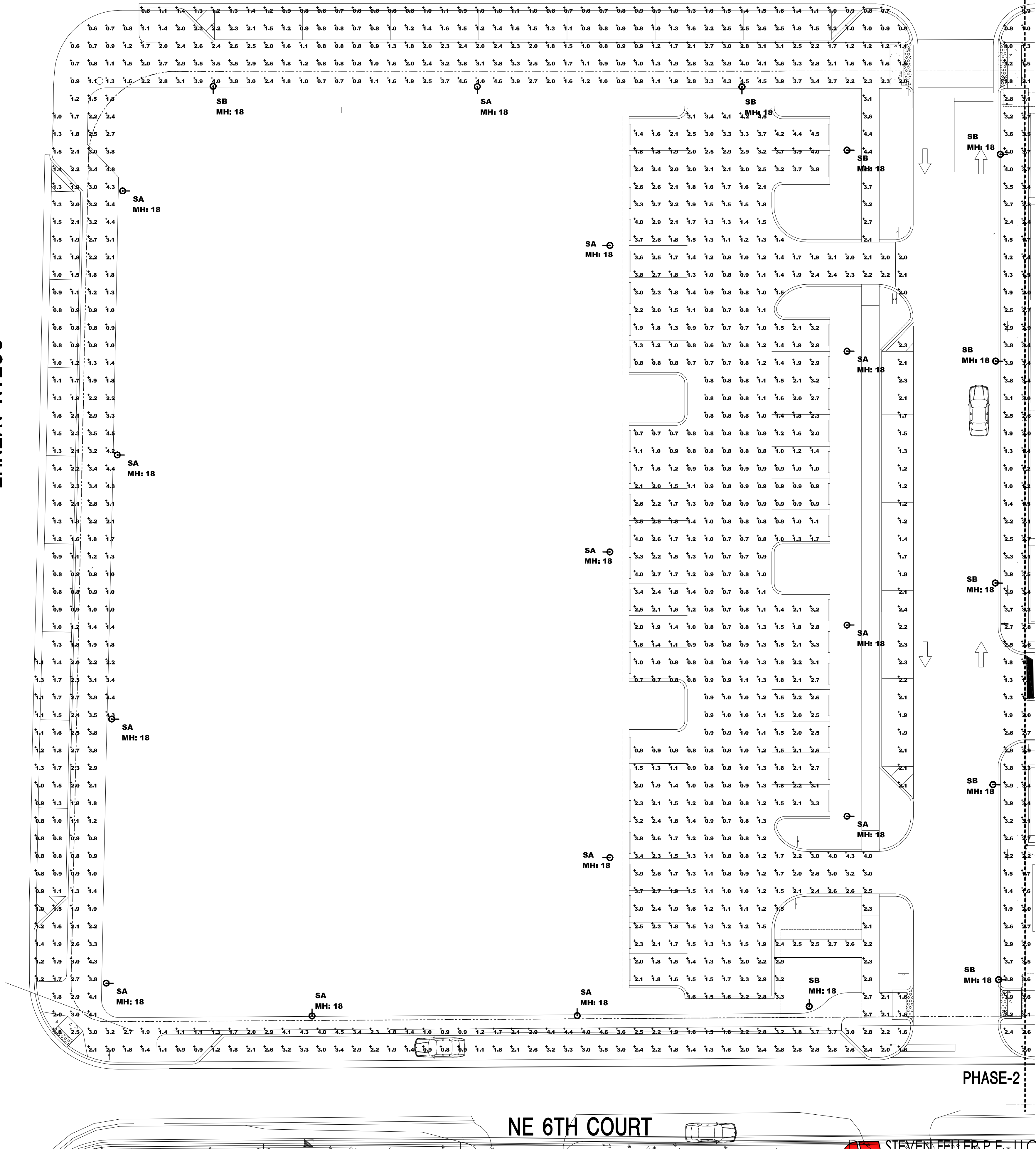
Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL

revisions:	
drawn by:	IK
date:	02/01/2017
sheet no:	PH-1
project:	

Luminaire Schedule								
Project: OCEAN ONE - SITE BOYNTON BEACH, FL 02/09/2017								
Symbol	Qty	Label	Arrangement	Manufacturer	Description	Lum. Lumens	LLF	Lum. Watts
	18	SA	SINGLE	US Architectural Lighting	DSS2-HR-III-100HPS MH: 18' POLE TOP MOUNT A.F.G.	6761	1.000	130
	17	SB	SINGLE	US Architectural Lighting	DSS2-HR-VSQ-100HPS MH: 18' POLE TOP MOUNT A.F.G.	7286	1.000	130

Calculation Summary							
Project: OCEAN ONE - SITE BOYNTON BEACH, FL 02/09/2017							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ADJACENT PARKING LOT	Illuminance	Fc	1.65	4.6	0.6	2.75	7.67
PERIMETER	Illuminance	Fc	2.30	4.6	0.6	3.83	7.67
PERIMETER TOADJACENT PARKING LOT	Illuminance	Fc	1.96	4.8	0.6	3.27	8.00

OCEAN AVENUE



PHOTOMETRIC SITE PLAN - PHASE 2

SCALE 1/16" = 1'-0"



STEVEN FELLER P.E., LLC
FLORIDA P.E. Reg. # 22046
Certificate of Authorization # 00003427
300 N.E. THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33301
PH: 954.467.1402 FAX: 954.467.5752
e-mail: fellerpe@fellerpe.com
JOB # 16004

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL

revision:	
drawn by:	IK
date:	02/01/2017
sheet no:	PH-2
project:	

EXHIBIT “C”

Conditions of Approval

Project Name: Ocean One
 File number: NWSP 16-002
 Reference: 5th review of plans identified as a New Site Plan with a February 13, 2017 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. Please note if triggered in the pending FDOT pre-application letter, a 12 foot wide right turn lane with appropriate storage and transition shall be provided on Federal Highway. If the turn lane is not required, a 30 foot turning radius shall be provided in the permitting phase.	X	
2. Proposed bus shelter/stop location is contingent upon Palm Tran approval. Please coordinate with Palm Tran.	X	
3. At time of permit submittal, please demonstrate compliance with ADA requirements for H/C parallel parking space along Federal Highway.	X	
4. Developer will be responsible for replacement of existing FPL Street lighting adjacent to site with underground decorative street lighting to match existing poles and fixtures adjacent to property at Boynton Beach Boulevard.	X	
5. At time of permit submittal, please demonstrate sight lines meet FDOT Standard Index 546 for the sight triangles along Federal Highway.	X	
6. Please note that the City will require the 72” RCP storm line to be inspected via diver (pre and post construction) at the applicant’s cost. Dive shall be video recorded and findings presented in a report.	X	
7. At time of building permit submittal, please provide specific details on how the footer will be built to prevent damaging the City’s 72” RCP storm pipe.	X	
8. Please provide a proposed addressing plan. Addressing plan indicating all possible addresses for site, including all commercial spaces and units is required, prior to submittal of building permits.	X	

DEPARTMENTS	INCLUDE	REJECT
9. Where public sidewalk is provided on private property, a 5 foot wide or larger easement will be required to be dedicated to the City prior to issuance of any permits. Indicate location of all public access easements and on all cross sections.	X	
10. Any public drainage system that crosses on to private property will require a drainage easement.	X	
11. Any existing easements, but specifically FPL, located on the property not proposed to be retained, will have to be vacated prior to permit issuance for building.	X	
12. The existing 6-inch AC pipe along U.S.1 will be removed; therefore, the proposed fire hydrant cannot be connected to that line, as depicted. Per our last meeting on October 12, 2016, the following alternatives were proposed by the Utility Director: a. Remove and replace the existing line, and connect the hydrant to the new line, or b. Extend the water main from the fire hydrant on SW corner of the property to the U.S. 1 entrance, and connect the proposed fire hydrant.	X	
13. The Developer shall, upon completion of the site improvements, install a ¾" course of Type S-III asphalt on Boynton Beach Boulevard, from Federal Highway's eastern edge of pavement to the concrete header curb forming the paver crosswalk at NE 6th Court. This requirement serves to overlay the existing road and conceal the road repairs resulting from the Developer's connecting with utilities under the paved road.	X	
14. Each restaurant shall have its own grease trap.	X	
15. At time of permit submittal, please provide an additional utility sheet that only shows site plan and proposed work.	X	
FIRE		
Comments: All previous comments addressed at DART meeting.	X	
POLICE		
Comments: All previous comments addressed at DART meeting.	X	
BUILDING		
Comments: All previous comments addressed at DART meeting.	X	

DEPARTMENTS		INCLUDE	REJECT
PARKS AND RECREATION			
Comments:			
16.	Per City Ordinance, the Park Impact Fee is based upon a factor of \$595 per unit for multi-family dwellings. Based upon the proposed 231 units in Phase I, the fee will be \$137,445 (231 X \$595). The fees associated with Phase II will be determined at time of site plan submittal for that portion of the site.	X	
PLANNING AND ZONING			
Comments:			
17.	It is the applicant's responsibility to ensure that the application requests are publicly advertised in accordance with Ordinance 04-007 and Ordinance 05-004 and an affidavit provided to the City Clerk and Planning & Zoning.	X	
18.	The garage shall be lined with commercial spaces on Federal Highway and wrapped on upper floors by habitable space anywhere the project has frontage on a public street per the LDR, Chapter 4, Article 3, Section 6.F.2.d., or an application for Community Design Plan Appeal must be approved as part of the project approval.	X	
19.	On Sheet C4.00 and the Master Plan, the building setback from the north property line appears to be approximately 19 feet. The build-to line required for Mixed Use High zoning is zero (0) feet, with an allowance of up to 15 feet for various design considerations. An application for Community Design Plan Appeal must be approved as part of the project approval in order to deviate from this design detail.	X	
20.	With the provision of the turnaround space at the gate in the parking garage, one parking space was lost, reducing the parking on that level from 55 to 54, total garage parking from 360 to 359 spaces, and reducing the excess parking to 25 spaces. At time of permitting, please revise all sheets to correspond accordingly.	X	
21.	Since Phase 1 of the project relies upon the entire site to meet the density and parking requirements, a Unity of Title, Unity of Control, or an alternate legal instrument acceptable to the City Attorney will be required for the entire site prior to the issuance of any permits.	X	
22.	At time of permit submittal, please provide a narrative explaining how parking will be monitored to ensure residents are not parking in guest and retail parking spaces.	X	

DEPARTMENTS	INCLUDE	REJECT
23. Please know that on-street parking is supported by this Division, and that parking and any landscaping proposed in the Federal Highway right-of-way is subject to FDOT approval. Should any changes result from FDOT permitting in the design or number of parking spaces, the site plan will be required to be modified accordingly.	X	
24. Clearly depict any proposed sign band where signage will be allowed on the building. As depicted, the sign locations do not appear to meet code. A subsequent site plan modification may be necessary for facade changes to accommodate tenant signage.	X	
25. A Sign Program will be required for building identification and tenants.	X	
26. Any review and approval of the project is subject to approval of the concurrent right-of-way abandonment request.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments:		
27. Please ensure a well-designed parking sign plan is in place to direct the public to parking entry.	X	
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments:		
28. Applicant shall convert four (4) regular parking spaces within the exterior parking (either on-street or in the surface lot) to handicap, update all affected drawings and parking counts (if changed as a result of the conversion to handicap spaces).	X	
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Ocean One (NWSP 16-002)

APPLICANT: Davis Camalier, Ocean One Boynton LLC

APPLICANT'S ADDRESS: 9816 S. Military Trail, Suite C2-3, Boynton Beach, FL 33436

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: April 4, 2017

APPROVAL SOUGHT: Request for New Site Plan approval for multi-family residential (rental apartments) consisting of 231 dwelling units within an eight (8)-story building, retail space, and associated recreational amenities and parking on 1.93 acres.

LOCATION OF PROPERTY: 114 N. Federal Highway

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant
 ☐ HAS
 ☐ HAS NOT

established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."
4. The Applicant's request is hereby
 ___ GRANTED subject to the conditions referenced in paragraph 3 above.
 ___ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other:

DATED: _____

City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Discuss Budget Workshop times for July 17-19, 2017.

EXPLANATION OF REQUEST:

Our FY 2017/2018 Budget process is underway. Proposed Budget Workshops are scheduled to be held July 17-19, 2017 at the Library Program Room. Typically the Commission staggers the starting times to accommodate the public's attendance at these workshops.

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

Based on past Workshops times, staff is asking the Commission to consider the following times:

Monday, July 17, 2017: 2:00 p.m.
Tuesday, July 18, 2017: 10:00 a.m.
Wednesday, July 19, 2017: 2:00 p.m.

As a reminder Tuesday, July 18, 2017 is a Commission Meeting night.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/8/2017 - 10:18 AM
Finance	Howard, Tim	Approved	3/8/2017 - 10:37 AM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 10:04 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Consider additional research conducted by staff and provide direction relative to the addition of zoning regulations that would allow medical offices as accessory uses to a residential development.

EXPLANATION OF REQUEST:

At the February 7th meeting the City Commission considered staffs initial feedback relative to the potential for amendments to the zoning regulations that would allow medical clinics as accessory to a residential development. It is staffs understanding that the intent of this request is to allow a medical clinic within a residential development (i.e. Planned Unit Development), and that the services of said clinic would not be open to the general public.

The City's LDR defines "Accessory Use" as *"A use that is customarily incidental to a principal use. Accessory uses unless otherwise provided shall be located on the same premises as the principal use."*

After a brief discussion at the February 7th meeting, the Commission directed staff to research other Cities for similar zoning provisions. Staff contacted many cities in Broward, Dade and Palm Beach Counties to find that out of 33 cities surveyed, only 3 cities allow medical clinics within a residential development. While most cities permit such medical uses within commercial-designated portions of a planned residential development, they did not accommodate clinics within strictly residential developments. Those few cities with such provisions include the Cities of Riviera Beach, Margate, and Sunrise.

As indicated in the February 7th agenda item, in order to preserve the residential environment, and maintain the integrity of the City's Zoning Regulations, staff would emphasize development standards that limit eligible zoning districts, locations, maximize size, signage and types of services provided.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES:

None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Rumpf, Michael	Approved	2/22/2017 - 5:14 PM
Finance	Howard, Tim	Approved	3/10/2017 - 4:01 PM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 9:43 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Authorize reimbursement of \$50,000 general fund dollars to U.S. Department of Housing and Urban Development in association with Community Development Block Grant Activities as a result of 2011 HUD audit.

EXPLANATION OF REQUEST:

On July 2nd, 2002 the City Commission authorized the City Manager to submit an Economic Development Set-Aside application to Palm Beach County Housing and Community Development and appropriate \$50,000 from the Economic Development Incentive Fund on behalf of United Forward Inc. & UF Fluid Systems Inc.

At that time Palm Beach County Housing and Community Development solicited local governments located in eligible areas to submit grant applications from the business community in an effort to assist in the stimulating of economic growth and increase business opportunities. The purpose of the set-aside was to provide grant funding to eligible applicants to create or retain jobs for low and moderate income persons. Funding would be matched on a dollar for dollar basis by Palm Beach County.

On December 2nd, 2003 the City Commission approved Resolution R03-185 authorizing and directing the City Manager to execute an agreement between the City of Boynton Beach and United Forward, Inc. & UF Fluid Systems, Inc. for the use and benefit of its Community Development Block Grant (CDBG) Program.

The funds allocated by the City and County were used to purchase equipment for use in the Company's manufacturing facility located at 4020 Thor Drive, Boynton Beach, Florida. As part of the agreement United Forward, Inc. and UF Fluid Systems, Inc. were to provide 3.33 jobs on a full-time equivalent basis for a period of three (3) years.

United Forward, Inc. was created in 1996 and was administratively dissolved on 9/16/05 and UF Fluid Systems, Inc. was created in 2001 and was administratively dissolved on 10/01/04. Although there is no stated reason as to why the companies closed there were several lawsuits and ultimately judgments issued against the companies and owners awarded from 2004 to 2008.

In October 2011 as result of an audit by U.S. Department of Housing and Urban Development (HUD) the City was notified that funds for several open activities had been drawn down, but have not met the national objective, "Housing and Job Creation".

In December 2013 the City was again notified by HUD that funds for several open activities had been drawn down, but did not meet the national objective. Since 2013 the City has diligently worked with HUD to close out open activities, of which the City has successfully closed out \$492,100 dollars of the \$542,100 dollars through the completion of the model block strategic plan initiative. These efforts were confirmed in an email from HUD that only one open activity #103, United Forward, Inc. and UF Fluid Systems, Inc. remains.

Unfortunately, due to the closure of United Forward, Inc. and UF Fluid Systems, Inc. the City and County were unable to fulfill the national objective of creating the 3.3 full time equivalent jobs. As a result the City is obligated to reimburse HUD \$50,000 dollars expended from the CDBG fund in connection with PBC set aside grant issued to United Forward, Inc. and UF Fluid Systems, Inc. Although the funds are to be reimbursed, the City will have use of the funds for future CDBG activities.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None**FISCAL IMPACT:** Non-budgeted

As a result the City is obligated to reimburse HUD \$50,000 dollars expended from the CDBG fund in connection with United Forward, Inc. and UF Fluid Systems, Inc. Although the funds are to be reimbursed, the City will have use of the funds for future CDBG activities.

Funds to paid from account 001-2419-559-99-02

ALTERNATIVES: None**STRATEGIC PLAN:****STRATEGIC PLAN APPLICATION:****CLIMATE ACTION:** No**CLIMATE ACTION DISCUSSION:**

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution R03-185
<input type="checkbox"/> Attachment	HUD Letter - 10-11-11
<input type="checkbox"/> Attachment	HUD Letter - 12-17-13
<input type="checkbox"/> Attachment	HUD Letter - 12-18-14

REVIEWERS:

Department	Reviewer	Action	Date
Development	Mack, Andrew	Approved	3/8/2017 - 8:53 AM
Finance	Howard, Tim	Approved	3/8/2017 - 2:09 PM
Legal	Swanson, Lynn	Approved	3/9/2017 - 9:44 AM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 9:57 AM

RESOLUTION R03- 185

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA, FOR THE USE AND BENEFIT OF ITS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND UNITED FORWARD, INC., AND UF FLUID SYSTEMS, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach has entered into an agreement with the United States Department of Housing and urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of the City of Boynton Beach, pursuant to Title I of the Housing and Community Development Act of 1974, (as amended); and

WHEREAS, the City of Boynton Beach, in accordance with the Annual Consolidated Plan, and United Forward, Inc., & UF Fluid Systems, Inc desire to provide the activities specified in Part II of this Agreement; and;

WHEREAS, the City of Boynton Beach desires to engage United Forward, Inc., & UF Fluid Systems, Inc., to implement such undertakings of the Community Development Block Grant Program,

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

Section 1. The City Commission of the City of Boynton Beach, Florida does hereby authorize and direct the City Manager to execute an Agreement between the City of Boynton Beach, Florida and United Forward, Inc., and UF Fluid Systems, Inc., a copy of said Agreement being attached hereto as Exhibit "A".

Section 2. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 2 day of December, 2003.

CITY OF BOYNTON BEACH, FLORIDA



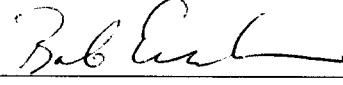
Mayor




Vice Mayor



Commissioner



Commissioner



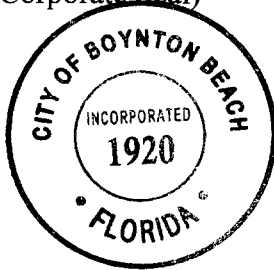
Commissioner

ATTEST:



City Clerk

((Corporate Seal))



SCM

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH
AND
UNITED FORWARD, INC. & UF FLUID SYSTEMS, INC.

THIS AGREEMENT, entered into this 2 day of December 2003, by and between THE CITY OF BOYNTON BEACH, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and United Forward, Inc. & UF Fluid Systems, Inc., a corporation duly organized and authorized to do business in the State of Florida, having its principal office at 301 Yamato Road, Suite 2121, Boca Raton, Florida 33431, and its **Federal Tax Identification Number** as 65-0711988, hereinafter referred to as the "Company".

WHEREAS, the City of Boynton Beach has entered into an Agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of the City of Boynton Beach, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the City of Boynton Beach, in accordance with the Annual Consolidated Plan, and United Forward, Inc. & UF Fluid Systems, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, the City of Boynton Beach desires to engage United Forward, Inc. & UF Fluid Systems, Inc. to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- 1) "City" means City of Boynton Beach.
- 2) "CDBG" means the Community Development Block Grant Program of the City of Boynton Beach.
- 3) "CID" means City of Boynton Beach Community Improvement Division.
- 4) "Company" means United Forward, Inc. & UF Fluid Systems, Inc.
- 5) "CID Approval" means the written approval of the Director of Development or his designee.
- 6) "U.S. HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- 7) "Low and moderate income persons" means the definition set by U.S. HUD.
- 8) "Held by or made available to" means the definition set by US HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Company will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the jobs created/retained through this Agreement must be held by, or made available to, low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Company shall, in a satisfactory and proper manner as determined by CID, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Company agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and CID approved expenditures and encumbrances made by the Company under this Agreement. Said services shall be performed in a manner satisfactory to CID. In no event shall the total compensation or reimbursement to be paid hereunder exceed the **maximum and total authorized sum of \$50,000** for the period of December 02, 2003, through and including November 30, 2004. Any funds not obligated by the expiration date of this Agreement automatically revert to the City. Further budget changes within the designated Agreement amount can be approved in writing by the Director of Development at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency to the CID. Budget changes in excess of ten percent (10%) must be approved by the Commission of the City Of Boynton Beach.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under grant number B-01-MC- 12-0043. The effective date shall be the date of execution of this Agreement, and the services of the Company shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be **completed by the Company by November 30, 2004.**

3. METHOD OF PAYMENT

The City agrees to make payments and to reimburse the Agency for all budgeted costs permitted by Federal, State, and City guidelines. In no event shall the City provide advance funding to the Company or any subcontractor hereunder. Requests by the Company for payments or reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to CID for approval no later than thirty (30) days after the date of payment by the Company. Payment shall be made by the City of Boynton Beach Finance Department upon proper presentation of invoices and reports approved by the Company and CID. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Company must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the City of Boynton Beach Finance Department later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Company shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and City laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by CID. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with CID. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the CID. Should a project receive additional funding after the commencement of this Agreement, **the Company shall notify CID in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the CID within forty-five (45) days of said notification.**

(2) FINANCIAL ACCOUNTABILITY

The City may have a financial systems analysis and/or an audit of the Company or any of its subcontractors performed by an independent auditing firm employed by the City or by the City Internal Audit Department at any time the City deems necessary to determine if the project is being managed in accordance with Federal, State, and City requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with City, State, and Federal guidelines and regulations must be submitted by the Company to CID and approved by CID prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and City laws and regulations. This includes ensuring that all consultant Agreements and fee schedules meet the minimum standards as established by the City of Boynton Beach Purchasing Department and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Agreement." Reimbursables will be at cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without prior written approval of the CID.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written Agreement and in conformity with the procedures prescribed by the City of Boynton Beach Purchasing Ordinance, as well as 48 CFR Part 31 and 24 CFR Part 84.40-48, which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the receipt of complete and accurate reports required by this Agreement, and in the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL CITY AND U.S. HUD REQUIREMENTS

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the grantee and the grantee cannot submit requests for the same expenses to more than one funding source or under more than one program.

CID shall have the right under this Agreement to suspend or terminate payments until the Company complies with any additional conditions that may be imposed by the City or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following includes but is not limited to activities that require the prior written approval of the CID to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders; and
- (e) Requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A.
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Company agrees that no person shall on the ground of race, color, national origin, religion, disability, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for

training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded Agreements in connection with the project. At a minimum, the Company shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968, as amended.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Company shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for Agreements to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by City of Boynton Beach in the Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the jobs created/retained through this project must be held by, or made available to, low- and moderate-income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 30 percent (30%) of the beneficiaries assisted directly through the use of funds under this Agreement must reside in unincorporated City of Boynton Beach or in municipalities participating in the County's Urban County Qualification Program. The Company shall provide written verification of compliance as described in Exhibit A of this Agreement to CID upon CID's request.

4. EVALUATION AND MONITORING

The Company agrees that CID will carry out periodic monitoring and evaluation activities, as determined necessary by CID or the City, during the term of this Agreement and during the periods of time described in Exhibit A of this Agreement. The Company agrees to furnish upon request to CID, the City or the City's designees and make copies or transcriptions of such records and information as is determined necessary by CID or the City. The Company shall submit information and status reports required by CID, the City or U.S. HUD, at CID's request, to enable CID to evaluate said progress and to enable CID to complete reports required of CID by U.S. HUD. The Company shall allow CID or U.S. HUD to monitor the Company on site. Such site visits may be scheduled or unscheduled as determined by CID or U.S. HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as CID, the City, U.S. HUD, or the Comptroller General of the United States may deem necessary, the Company shall make available all its records with respect to all matters covered by this Agreement.

6. DATA BECOMES CITY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the Company for the purpose of this Agreement shall become the property of the City without restriction, reservation, or limitation of their use and shall be made available by the Company at any time upon request by the City or CID. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to CID if requested. In any event the **Company shall keep all documents and records for three (3) years** after expiration of this Agreement.

7. INDEMNIFICATION

The Agency shall protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the City harmless and will indemnify the City for funds which the City is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. INSURANCE REQUIREMENT

Unless otherwise specified in this Agreement, the Company shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as City's review or acceptance of insurance maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Company under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The Company shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by City's Risk Management Department. The Company agrees this coverage shall be provided on a primary basis.

WHEN APPLICABLE: Professional Liability Insurance shall have minimum limits of \$500,000 per Occurrence and \$500,000 Aggregate.

(2) BUSINESS AUTOMOBILE LIABILITY

The Company shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Company does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Company to agree to maintain only Hired & Non- Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Company agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The Company shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Company agrees this coverage shall be provided on a primary basis.

(4) INSURANCE COVERING EQUIPMENT

The Company shall agree to maintain insurance coverage against theft, loss, damage, and loss to persons or property in an amount not less than one hundred percent (100%) of the replacement cost of the equipment purchased with funds under this Agreement for a period often (10) years. The Company shall agree to be fully responsible for any deductible or self- insured retention and agree to name the City as a Loss Payee on each policy as its interest may appear in equipment purchased with funds under this Agreement.

(5) ADDITIONAL INSURED

The Company shall agree to endorse the City as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "City of Boynton Beach Commission, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Division of Community Redevelopment". The Company shall agree the Additional Insured endorsements provide coverage on a primary basis.

(6) CERTIFICATE OF INSURANCE

The Company shall agree to deliver to the City a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(7) RIGHT TO REVIEW & ADJUST

The Company shall agree the City, by and through its Risk Management Department, in cooperation with CID, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the life of this Agreement. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of it's poor financial condition or failure to operate legally.

9. CONFLICT OF INTEREST

The Company covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Company. Any possible conflict of interest on the part of the Company or its employees shall be disclosed in writing to CID provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

10. CITIZEN PARTICIPATION

The Company will cooperate with CID in the implementation of the Citizen Participation Plan by informing project beneficiaries and the community of the activities the Company is undertaking in carrying out the provisions of this Agreement.

11. RECOGNITION

All property purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The agency will include a reference to the financial support herein provided by CID in all publicity. In addition, the agency will make a good faith effort to recognize CID's support for all activities made possible with funds made available under this Agreement.

12. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) City of Boynton Beach Purchasing Ordinance
- (4) City of Boynton Beach's Tangible Property Disposal Ordinance
- (5) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (6) The Company's Incorporation Certificate
- (7) The Company's Certificates of Insurance and Bonding

The Company shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. TERMINATION

In the event of termination, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Company, and the City may withhold any payment to the Company for set-off purposes until such time as the exact amount of damages due to the City from the Company is determined.

A. Termination for Cause:

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension. The agency shall repay the full value of this grant, unless otherwise specified by CID, within a time period specified by the City.

B. Termination Due To Cessation:

In the event the grant to the City under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies. In the event the Company ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the City specifies. The determination that the Company has ceased or suspended its operation shall be made solely by the City, and the Company, its successors or assigns in interest agrees to be bound by the City's determination. At the City's sole discretion, the Company shall return all funds received through this Agreement to the City within a time period specified by the City.

C. Termination for Convenience of City:

The City may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the City to the Company. If this Agreement is terminated by the City as provided herein, the Company will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.

D. Termination for Convenience of the Company:

The Company may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to CID. If the Company has received funds through this Agreement, the Company shall return all funds to the City prior to the termination of this Agreement.

14. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. AMENDMENTS

The City may, at its discretion, amend this Agreement to conform with changes in Federal, State, City, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the City of Boynton Beach Commission. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the City Commission and signed by both parties.

16. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to CID at its office at 100 E. Boynton Beach Boulevard, Boynton Beach, Florida 33435, and to the Company when delivered to its office at the address listed on Page One (1) of this Agreement.

17. INDEPENDENT AGENT AND EMPLOYEES

The Company agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not City of Boynton Beach employees and are not subject to the City provisions of the law applicable to City employees relative to employment compensation and employee benefits.

18. NO FORFEITURE

The rights of the City under this Agreement shall be cumulative and failure on the part of the City to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

19. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Company certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

20. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twelve (12) enumerated pages, which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

21. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

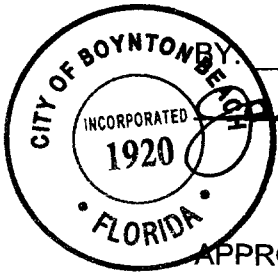
WITNESS our Hands and Seals on this 2 day of December, 2003.

ATTEST:

JANET PRAINITO, CMC

CITY CLERK, CITY OF BOYNTON BEACH, FLORIDA

Political Subdivision of the State of Florida



BY:

CITY MANAGER

Janet M. Prainito
CITY CLERK

APPROVED AS TO FORM:

Asst. CITY ATTORNEY

United Forward, Inc. & UF Fluid Systems, Inc., a Florida corporation

Witness

Witness

By:

Pavel Rodnevski, President

EXHIBIT "A"
WORK PROGRAM NARRATIVE

I. The Company agrees to:

- A. **PURCHASE OF EQUIPMENT:** Purchase equipment for use in the Company's manufacturing facility at 4020 Thor Drive, Boynton Beach, Florida. Said equipment may include but not be limited to extrusion line equipment. The Company shall hold title to the equipment.

NOTE 1: Purchase of said equipment is subject to the City Of Boynton Beach Purchasing Ordinance. Under the Ordinance, the threshold dollar amount at or above which the formal competitive sealed bid process must be used is \$25,000. The Company shall submit its bid package and specifications to CID and obtain a letter of approval prior to bidding. For purchases from \$1,000 to \$24,999, the Company shall submit at least three written quotes. The Company shall obtain the prior written approval of the Director of Development or designee for the award of the contract to purchase.

NOTE 2: The Company will provide proof that leverage claimed by the Company has been committed.

The Company further agrees that CID shall be the final arbiter on the Company's compliance with the above.

- B. **INVENTORY AND MAINTENANCE:** Within seven (7) days of the City reimbursing the Company for the purchase of the equipment, the Company shall provide CID with a list of said equipment that includes a description of the equipment; serial number or other identification number, if applicable; source of the equipment; acquisition date; purchase price; and location of the equipment. Additionally, the Company will make the equipment available annually for inspection and inventorying by the City and must also provide annually to CID a report on the condition and use of said equipment. CID reserves the right to inspect said equipment on site.

The Company shall maintain said equipment, at the Company's own cost and expense, in good repair and condition. The Company shall also keep the equipment insured for the replacement cost of the equipment against theft, loss, damage, and loss to persons or property.

The provisions of this clause shall survive the expiration of this Agreement.

- C. **DISPOSITION:** Disposition of the equipment is subject to prior written approval of the Director of Development or designee. If for any reason the said equipment is not maintained, used for its intended purpose, or kept in a state of good condition, the Company shall repay the full value of this grant, unless otherwise specified by CID. CID or its designee reserves the right to make the determination relating to the Company's use and maintenance of any tangible property purchased by the City Of Boynton Beach.
- D. **JOB CREATION:** Subsequent to the effective date of this Agreement and within one (1) year of the completion of the activity, the Company shall create 3.33 jobs, on a full-time equivalent basis, where at least 51% of the jobs will be held by low- and moderate-income persons. A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low- and moderate-income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions. Said jobs will include, but may not be limited to, the jobs listed in Exhibit C. The Company will register said jobs with and consider applicants referred by the Palm Beach County Workforce Development Board.

A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low- and moderate-income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions.

- E. **SECURITY AGREEMENT:** To secure the grant amount, the Company hereby covenants and agrees for a period of three (3) years commencing with the completion of the activity to comply with the Job Creation requirements; and for a period of ten (10) years to comply with the equipment use/disposition requirements. If for any reason the Company fails to comply with the Job Creation or the equipment use/disposition requirements, the Company shall repay the full value of this grant, unless otherwise specified by CID. The provisions of this clause shall survive the expiration of this Agreement.
- F. **REPORTS:** The Company shall submit the reports listed below to CID.
- 1) Monthly updates during the term of this Agreement that describe the status of the activity funded under this Agreement.
 - 2) Written verification of job creation, satisfactory to CID at CID's sole discretion. Verification shall include job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to CID at the completion of the activity funded under this Agreement and annually therefrom for a period of three (3) years commencing with the completion of the activity.
 - 3) The Company's business tax returns for a period of three (3) years commencing with the expiration date of this Agreement.
 - 4) The list of equipment described in Section B above.

II. The City agrees to:

A. Provide up to \$50,000 in funding as follows:

Extrusion line equipment	\$	<u>50,000</u>
TOTAL	\$	50,000

- B. Provide project administration and inspection to the Company to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal, County and City laws and regulations.
- C. Monitor the Company at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by CID, be conducted by CID staff or its subcontractors, and will serve to ensure compliance with U.S. of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to CID on program activities.

EXHIBIT "B"
LETTERHEAD STATIONERY

TO: Octavia S. Sherrod, Community Improvement Manager
City Of Boynton Beach - Community Improvement Division
100 East Boynton Beach Blvd.
Boynton Beach, Florida 33435

FROM: Name of Sub-grantee: _____
Address: _____
Phone: _____

RE: INVOICE REIMBURSEMENT (Agreement R _____ - _____)

Attached, you will find Invoice # _____, requesting reimbursement in the amount of \$ _____. The expenditures for this invoice covers the period _____ through _____. You will also find attached back-up original documentation relating to the expenditures being invoiced.

Approved for Submission: _____

EXHIBIT "C"

<u>Job Title</u>	<u>Full-Time Equivalency Status</u>
1. Service Technician & Tooling Manager	Full-Time
2. Extruder Operator	Full-Time
3. Braiding Machine Operator	Full-Time
4. Autoclave and mechanicals	Full-Time
5. Marking Operator	Full-Time
6. Cutting Machine Operator	Full-Time
7. Quench Machine Operator	Full-Time
8. Packager	Full-Time
9. Warehouse Worker	Full-Time
10. Sales Associate	Full-Time

CITY OF BOYNTON BEACH

UNITED FORWARD INC &

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT
12/10/2003	INV090903	GRANT	50000.00
UNITED FORWARD INC &		3694	TOTAL \$***50,000.00

CITY OF BOYNTON BEACH

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED ABOVE
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY AT 561-742-6310.



CITY OF BOYNTON BEACH

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

Bank of America

63-4/630



CHECK NO.: **90895**

DATE: 12/12/2003

PAY FIFTY THOUSAND AND 00/100 DOLLARS *****

AMOUNT
\$*****50,000.00

VOID AFTER 60 DAYS

PAY TO THE ORDER OF

UNITED FORWARD INC &
UF FLUID SYSTEMS INC
301 YAMATO ROAD, STE 2121
BOCA RATON FL 33431

Jerry Taylor
CITY MGR. - MAYOR / VICE MAYOR

Diane Reese
TREASURER - FINANCE DIRECTOR - DEPT. TREASURER



U.S. Department of Housing and Urban Development

Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

RECEIVED
OCT 13 2011
COMMUNITY
IMPROVEMENT

October 11, 2011

Mrs. Octavia Sherrod
Community Improvement Manager
Community Development Division
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435

SUBJECT: CDBG Open Activities

Dear Ms. Sherrod:

This letter is about the Community Development Block Grant (CDBG) activities on the enclosed Tables. Funds for these activities have been drawn and the activities remain open, either in error or without reimbursing the program properly. In the absence of the IDIS data and supporting documentation, a determination cannot be made that a non-administrative activity meets a national objective nor that the regulatory provisions that govern activity eligibility have been fully implemented.

Be advised that failure to ensure and maintain evidence demonstrating compliance with applicable statutory and regulatory provisions is grounds for disallowing the activity costs and that funds improperly expended will be required to be reimbursed to Boynton Beach's line of credit if IDIS is not updated and back-up information is not provided to the field office within 60 days.

Finding 1:

Condition: On review of Boynton Beach's data in IDIS, HUD noted activities 89, 101, and 133 (see enclosed) for which funds had been drawn down and no national objective has been met.

Criteria: Every CDBG activity except planning and general administration must meet a national objective in accordance with 24 CFR 570.208, and summary information for that national objective must be reported in IDIS in a timely manner in accordance with the *Guidance for Reporting CDBG Accomplishments in IDIS* at <http://archives.hud.gov/offices/cpd.communitydevelopment/cleanup/guidance>.

Cause: The condition occurred because Boynton Beach failed to report accomplishments in IDIS.

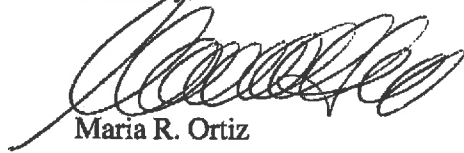
Effect: The funds for these activities may have been used improperly and the activities failed to meet a national objective. Without the correct entries in IDIS, neither the grantee nor the Department can make a complete and accurate assessment of grantee performance.

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
www.hud.gov espanol.hud.gov

Corrective action: Within 30 days, please provide the status of the activities indicating complete/open and provide documentation to support the national objective, in accordance with 24 CFR 570.506.

If you need further assistance on this matter, please contact Nora E. Casal, Community Planning and Development Representative, at (305) 520-5009.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maria R. Ortiz', written over a horizontal line.

Maria R. Ortiz
Director, Community Planning and
Development Division

cc: Ann D. Chavis, Program Manager

Enclosure

ST
Grantee
activity; activity from

[illegible]



U.S. Department of Housing and Urban Development

Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

December 17, 2013

Mrs. Octavia Sherrod
Community Improvement Manager
Community Development Division
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435

Subject: Remote Monitoring Finding
2011 OIG Audit of IDIS
Community Development Block Grant Program (CDBG)
City of Boynton Beach

Dear Mrs. Sherrod,

This letter concerns activities identified by the HUD Office of Inspector General (OIG) in its 2011 audit of the Integrated Disbursement Information System (IDIS). The activities listed in the table below were identified by the OIG as part of the audit. These activities have either remained open in IDIS due to their failure to meet a national objective or have been cancelled with funds drawn.

Activity ID #	Activity Name	Activity Status	Drawn Amount
44	Land Acquisition	Open	\$70,500.00
76	Fair Housing Center of the Palm Beaches	Completed	\$10,000.00
89	Heart of Boynton	Open	\$83,600.00
90	High Ridge Properties LLC	Completed	\$25,000.00
101	Heart of Boynton	Open	\$91,000.00
103	United Forward, Inc. and UF Fluid Systems	Open	\$50,000.00
133	Heart of Boynton	Open	\$212,000.00

In accordance with 24 CFR 570.900(a), this Office has undertaken a remote monitoring review of these activities. This review resulted in a finding of noncompliance with CDBG Program regulations.

Finding of Noncompliance

Condition: On review of the Boynton Beach's data in IDIS, HUD noted activities which have remained open in IDIS with funds drawn for extended periods of time.

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.
www.hud.gov espanol.hud.gov

Criteria: Every CDBG activity except planning and general administration must meet a national objective in accordance with 24 CFR 570.208, and summary information demonstrating compliance with that national objective must be reported in IDIS in a timely manner in accordance with the *Guidance for Reporting CDBG Accomplishments in IDIS* at <http://archives.hud.gov/offices/cpd/communitydevelopment/cleanup/guidance/>. General administration and planning activities need not document meeting a national objective, but the activities should generally be completed, not canceled, in IDIS. Grantee performance reports as generated from IDIS must be accurate in accordance with 24 CFR 91.525(a)(3).

Every CDBG activity must meet a national objective in a reasonable time period in accordance with OMB Circular A-87, Section C, Basic Guidance, which states that “to be allowable under Federal awards, costs must . . . be necessary and reasonable for proper and efficient performance and administration of Federal Awards.”

Cause: The City failed to report accomplishments in IDIS due to delays experienced from the economic downturn which ultimately led to several of the keys partners not moving forward with the project.

Effect: The funds for these activities may have been used improperly and the activities failed to meet a national objective. Without the correct entries in IDIS, neither the grantee nor the Department can make a complete and accurate assessment of grantee performance.

Corrective Action: The City of Boynton Beach must take one of the following actions, as appropriate to each activity identified in this finding:

1. If the grantee can produce accomplishment data demonstrating compliance with a national objective, the grantee must enter such accomplishment data into IDIS and subsequently complete the activity within **30 days from the date of this letter**. OR
2. If the grantee cannot produce accomplishment data demonstrating compliance with a national objective, the grantee must reimburse its CDBG line of credit or local program account, as appropriate, for any funds expended on the activity. Such reimbursement must take place within **30 days from the date of this letter**, and the grantee must cancel the activity in IDIS and receipt the reimbursement payment back to that activity, resulting in a drawn balance of \$0. Our office can provide you with assistance regarding the proper procedure for reimbursement.

A fundamental principal of the CDBG program is that program participants have due process rights to contest findings. Pursuant to 24 CFR 570.900(b)(5), HUD is offering the City an opportunity to provide additional information concerning the finding. If the City wishes to provide additional information concerning this finding, please submit a response by **January 17, 2014**.

If you need further assistance on this matter, please contact Nora E. Casal, Community Planning and Development Representative, at (305) 520-5009 or via email at nora.e.casal@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ann D. Chavis', followed by a long horizontal line.

Ann D. Chavis
Director
Community Planning and Development Division

cc: Lisa Bustamante, Program Manager, USHUD.



U.S. Department of Housing and Urban Development

Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

December 18, 2014

Mrs. Octavia Sherrod, Community Improvement Manager
Community Development Division
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435

Subject: Remote Monitoring Finding
2011 OIG Audit of IDIS
Community Development Block Grant Program (CDBG)
City of Boynton Beach

Dear Mrs. Sherrod,

Thank you for the documentation submitted to our office, in response to HUD's letter dated March 31, 2014 and subsequent emails and telephone conversations. We have had an opportunity to review the City's response and our office has determined that the City has not been able to demonstrate that a national objective will be met within an acceptable time frame for activities 44, 89, 101, 103, and 133. HUD has allowed the City significant time since the inception of the finding letter dated October 11, 2011, and subsequent letter dated December 17, 2013, to complete these activities and meet a national objective, but evidence demonstrating compliance has not been provided.

Therefore the City of Boynton Beach must reimburse the amount of \$507,100 from non-federal funds. Please contact our office for assistance regarding the proper procedure for reimbursement. Such reimbursement must take place within 30 days from the date of this letter. The City may request a plan for repayment from non-federal funds.

If you need further assistance on this matter, please contact Nora E. Casal, Senior Community Planning and Development Representative, at (305) 520-5009 or via email at nora.e.casal@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann D. Chavis".

Ann D. Chavis, Director
Community Planning and Development Division

cc: Lisa Bustamante, Program Manager, USHUD.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Approve the request of Mayor Steven B. Grant to distribute \$250 of his Community Support Funds to Women's Circle, a non-profit organization.

EXPLANATION OF REQUEST: Empowering low income women to realize their full potential to become all they can be and to gain financial stability by providing assistance with education and career development.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted Funds were included in approved FY 2016/17 Commission budget under account 001-1110-511-95-47, \$2,000 per member.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Addendum	Community Support Fund Request Form

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Stanzione, Tammy	Approved	3/15/2017 - 8:34 AM
Finance	Howard, Tim	Approved	3/15/2017 - 9:17 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:57 AM

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 2/21/17
 Requested by Mayor/Commissioner: MAYOR GRANT
 Amount Requested: \$ 250.00
 Recipient/Payee: Women's Circle
 Description of project, program, or activity to be funded: empower low income women to realize their full potential to become all they can be. Education, Career development

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 \$ 650.

Accordingly:

- ☒ There are funds available as requested
☐ There are insufficient funds available as requested

Dated: 2/21/17

By: Judith A. Fyke
 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: 2/21/17

By: SA B. 88
 Requesting Member of the City Commission



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Approve the expenditure from Commissioner Casello's Community Support Funds of \$1,000 to support the GBCD Entrepreneurship Institute programs.

EXPLANATION OF REQUEST: All GBDCEI's programs are designed to encourage leadership, define social and financial literacy, reduce drop out rates and assist in developing technical skills to assist small businesses and train the workforce. The Mobile Entrepreneurship Training and Leadership Unit (M.E.L.T.) program is aimed at reducing crime and unemployment along with providing technology training create jobs and provide job re-entry skills for drop outs, convicted felons, single parents and seniors. There is also the Kid-Preneur Leadership Academy for ages 9-15 and the Future Entrepreneurs & Leaders Training Program for ages 16-21.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Any training for youth and assistance to those individuals interested in starting new businesses and playing a leadership role in the area, can only improve the quality of life for all the citizens of Boynton Beach.

FISCAL IMPACT: Budgeted The funding has been budgeted for this expenditure.

ALTERNATIVES: Do not allow the \$1,000 expenditure as requested.

STRATEGIC PLAN: Growing Jobs and Business Opportunities

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Other	Support Fund Request and backup

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/16/2017 - 4:20 PM
Finance	Howard, Tim	Approved	3/17/2017 - 8:25 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 10:02 AM

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 2/22/17
 Requested by Mayor/Commissioner: Joe Casello
 Amount Requested: \$1,000
 Recipient/Payee: GBDC ET
 Description of project, program, or activity to be funded: Economic Development and Youth Programs aimed at crime reduction, job creation & Small business Development.

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 \$1,000.00.

Accordingly:

- ☒ There are funds available as requested
☐ There are insufficient funds available as requested

Dated: 3/16/17

By: Judith A. Kyle
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: 3/6/2017

By: J. Casello
Requesting Member of the City Commission

3200 S Congress Ave Boynton Beach, FL 33426 GBDCEI is a 501 (C) 3 organization

Date: February 24, 2017

Subject: GBDCEI Funding Request

To: Commissioner Joe Cosello

Request Amount: \$1000.00



Commissioner Casello, GBDCEI respectfully submits this year's funding request in support of our youth and Economic Development programs. The Future of any city depends largely on its ability to create a viable workforce, by encouraging job creation, small business development and recruitment of employers. All GBDCEI's programs are designed to encourage entrepreneurial, leadership, social and financial literacy leading to job creation and the reduction of school drop rates, development and technical assistance of small business and training of the workforce. Below is a list of list of our programs.

The Mobile Entrepreneurship Training and Leadership Unit (M.E.L.T)

A mobile program aimed at:

- Reducing crime
- Reducing unemployment
- Reducing the high school dropout rate
- Providing technology training for seniors
- Creating jobs for drop outs convicted felons, single parents
- Providing technical assistance for small business and Entrepreneurs
- Providing job re-entry skills for drop outs convicted felons, single parents & seniors

Kid-Preneur Leadership Academy (Age 9-15)

This program is a full day program during which participants run their city. The program is an experiential learning program where participants learn in three parts, through role-play of running the city, field trips to actual community organizations and through speakers who visit the program. The program is held one week over spring break one great week over winter break and two weeks over the summer. The cost for this program is \$125 per week. Depending on grant funding occasionally we do have a limited number of scholarships, available on a first come first serve basis.

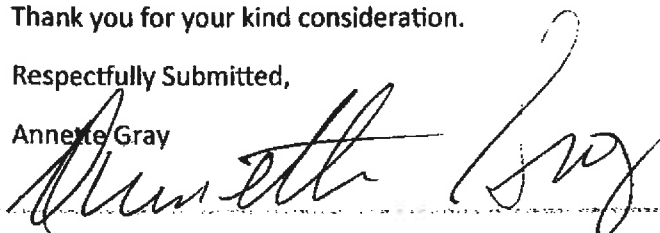
Future Entrepreneurs & Leaders Training Program (16-21)

The future entrepreneurs and leaders program is for young adults ages 16-21. The program begins with eight week training course participants are taught the fundamentals of starting their own, business write a business plan, life skills and leadership skills; after which the participants then set up and run their own business that is incubated by GBDCEI. In addition, the participants learn real world practical life skills designed to encourage fiscal responsibility. This is a job creation focused program and participants are paid wages for their role in the business. Salaries are based on sales and profitability of the company. Salaries are based on sales and profitability of the company.

Thank you for your kind consideration.

Respectfully Submitted,

Annette Gray

A large, stylized handwritten signature in black ink, which appears to read "Annette Gray". The signature is written over the printed name and extends across the width of the signature line.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Discussion and direction regarding scope of Medical Marijuana Treatment Center zoning and use regulations

EXPLANATION OF REQUEST: At the March 6, 2017 Commission deferred discussion regarding a proposal to declare a moratorium on approval of Medical Marijuana Treatment Centers for six months while City staff evaluated the the need for and scope of regulations concerning medical marijuana dispensaries. The Commission requested more information regarding regulatory action taken by other cities and counties. The City attorney will provide an update report on state legislative and local government regulatory action.

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

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Attachment	FLOC Options for Medical Marijuana Regulations

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	3/15/2017 - 3:03 PM

Finance
City Manager

Howard, Tim
LaVerriere, Lori

Approved
Approved

3/16/2017 - 8:49 AM
3/17/2017 - 9:58 AM

Options for Regulation

- Land Development Code / Code of Ordinances
 - Allowable Zoning Districts and Land Use Designations
 - Spacing requirements
 - Security requirements
 - Permit process for dispensaries w/ ranking system
 - Population-Based requirements (County Level)
 - Business Tax Receipt requirements
 - Inspection requirements
 - Odor mitigation
 - Hours of operation



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA). - April 4, 2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Stanzione, Tammy	Approved	3/2/2017 - 3:34 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program. - April 4, 2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Stanzione, Tammy	Approved	3/2/2017 - 3:34 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Appoint a City Commission representative and alternate to the Metropolitan Planning Organization. - April 4, 2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Stanzione, Tammy	Approved	3/2/2017 - 3:34 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Appoint a City Commission representative and alternate to the Palm Beach County League of Cities. - April 4, 2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Stanzione, Tammy	Approved	3/2/2017 - 3:34 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Consider adopting a Chronic Nuisance Ordinance. - April 2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/8/2017 - 9:40 AM
Finance	Howard, Tim	Approved	3/8/2017 - 9:40 AM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 10:00 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION: Discuss cancelling the July 4th City Commission meeting - April 4, 2017

EXPLANATION OF REQUEST:

The first Commission meeting in July falls on Tuesday, July 4, 2017. On October 4, 2016 the Commission decided by consensus to move the meeting to Wednesday, July 5, 2017.

The Mayor requested this item be placed on a future agenda to discuss if the Commission may be interested in cancelling the meeting.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/7/2017 - 4:41 PM
Finance	Howard, Tim	Approved	3/7/2017 - 4:41 PM
City Manager	LaVerriere, Lori	Approved	3/13/2017 - 10:00 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Monthly Departmental Presentations:

Communications/Marketing - April 18, 2017

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? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/15/2017 - 8:19 AM
Finance	Howard, Tim	Approved	3/15/2017 - 8:19 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:58 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/21/2017

REQUESTED ACTION BY COMMISSION:

Recommend vendor as result of Request for Proposal for Pension Benefit Consultant - April 18, 2017

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/13/2017 - 1:40 PM
Finance	Howard, Tim	Approved	3/14/2017 - 8:43 AM
City Manager	LaVerriere, Lori	Approved	3/17/2017 - 9:59 AM