The City of

Boynton Beach

City Commission Agenda
Tuesday, August 1, 2017, 5:30 PM

Commission Chambers
100 E. Boynton Beach Blvd., Boynton Beach, FL 33435
Regular City Commission - REVISED

Boynton Beach City Commission

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

www.boynton-beach.org
WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES AND 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 and 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 overruled 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 SESSION to be held on August 1, 2017 commencing at 5:30 pm in Commission Chambers at City Hall to discuss pending litigation in the case: BENNIS ROBINSON, Plaintiff, vs. JUSTIN HARRIS, individually and the CIT OF BOYNON BEACH, a Florida Municipal Corporation, Defendants - UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA - Case No. 9:16-cv-81572-CIV-MARRA/MATTHEWMAN

   Invocation

   Pledge of Allegiance to the Flag led by Commissioner Romelus.

   Roll Call

   Agenda Approval:
   1. Additions, Deletions, Corrections
   2. Adoption

2. OTHER
   A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS
   A. Announce the first Commission meeting in September has been changed from Tuesday, September 5, 2017 at 6:30 pm to Thursday, September 7, 2017 at 6:30 pm to have First Public Budget Hearing on Proposed FY 17/18 Budget in accordance with the Truth in Millage (TRIM) calendar.

   B. Announce upcoming Town Square Public Input Meetings:

      Thursday, August 10, Topic: Playground

      Thursday, August 17, Topic: Architectural Styles

      Thursday, August 24, Topic: Open Spaces

   All meetings will take place at the Boynton Beach City Library from 5:30 p.m. to 7:30 p.m.

   Flyers for the Public Input Meetings are in the back of the room

   C. Announce upcoming Town Square Job Fair on August 22, 2017 to be held at Carolyn Sims Center, 225 NW 12th Avenue:

      Sub-Contractors  8:00AM - Noon
      Labor Force      3:00PM - 7:00PM

   D. Award Certificate of Completion to Commissioner Romelus for completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Tampa, Florida on June 2 - 4, 2017. Presented by Mayor Grant.
4. **PUBLIC AUDIENCE**

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

5. **ADMINISTRATIVE**

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

   Arts Commission: 2 Alts
   Building Board of Adjustments & Appeals: 3 Regs and 2 Alts
   Education and Youth Adv. Bd. 1 Reg
   Library Bd: 1 Alt
   Planning and Development Bd. 1 Reg
   Recreation & Parks Bd: 1 Alt
   Senior Advisory Bd: 1 Alt

6. **CONSENT AGENDA**

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

A. PROPOSED RESOLUTION NO. R17-066 - Adopt the City of Boynton Beach's Community Development Block Grant application for funding authorizing the City Manager's execution and the activities submitted in the City of Boynton Beach's Five Year Consolidated/One Year Action Plan for FY 2017/2022. The anticipated Community Development Block Grant allocation is $514,937, and the re appropriation of $300,000 non expended funds from previous year.

B. Approve release of a Bond, in the amount of $363,000 for the construction of a signal at Old Boynton Road and the Renaissance Commons spine road. This signal was required as a part of the land development permit for Boynton Town Center project.

C. Authorize utilizing National Joint Powers Alliance (NJPA) Contract #031913-SGL - "Facility Security Equipment, Systems and Services with Related Equipment and Supplies" for contractual fire alarm system services and repairs in various City facilities from Simplex Grinnell LP for an estimated annual expenditure of $75,000 which expires April 23, 2018. The NJPA bid process satisfies the City's competitive bid requirements.

D. Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities as described in the written report for August 1, 2017 - "Request for Extensions and/or Piggybacks".

E. Approve the minutes from the City Commission Budget Workshop meeting held on July 18, 2017.

7. **BIDS AND PURCHASES OVER $100,000**

A. Authorize issuing a purchase order to M&M Asphalt Maintenance Inc., d/b/a All County Paving of Delray Beach, FL, in the amount of $175,685.91, plus a 10% contingency in the amount of $17,500.00 for a total cost of $193,185.91 for the purpose of restriping several of the City's streets utilizing the City of West Palm Beach's Paving Contract #16393 pricing, terms and conditions. The City of West Palm Beach bid satisfies the City's competitive bid requirements.

8. **COMMUNITY STANDARDS 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. 17-015 - SECOND READING - PUBLIC HEARING** - Approve amendments to the LAND DEVELOPMENT REGULATIONS, Chapters 2, 3 and 4 to continue the implementation of the Community Redevelopment Plan with the establishment of the new Cultural District Overlay Zone regulating site development, uses, and urban design. *(Staff requests item tabled to 8/15/17)*

B. **PROPOSED ORDINANCE NO. 17-016 - SECOND READING - PUBLIC HEARING** - Approve amendments to the LAND DEVELOPMENT REGULATIONS, Chapters 2 and 3 to continue the implementation of the Community Redevelopment Plan with the establishment of the new Boynton Beach Boulevard Overlay Zone regulating site development standards, uses, and urban design. *(Staff requests item tabled to 8/15/17)*

10. CITY MANAGER’S REPORT - None

11. UNFINISHED BUSINESS

A. Commissioner McCray has requested this item be brought back for reconsideration. The Commission last acted on this item on September 8, 2016. Commissioner Casello made a motion to terminate the City’s contract with ATS. Then-Vice Mayor McCray seconded the motion. The motion passed 3-2, with Mayor Grant and then-Commissioner Katz dissenting.

B. Discussion and direction regarding regulations for Medical Cannabis Dispensaries.

12. NEW BUSINESS

A. City Manager is requesting the Commission set a Workshop/Special Commission Meeting on Monday, August 21, 2017 at 6pm in the Library Program Room to update the Commission on the Town Square Project - Phase I.

B. Commissioner Casello has requested to discuss allowing dogs at the beach during certain hours.

C. Discuss request of Representative Emily Slosberg to pass a resolution supporting legislation that would make the ban on texting while driving a primary offense.

13. LEGAL

A. **PROPOSED ORDINANCE NO. 17-019- FIRST READING** - Approve a $1.00 per month increase in residential single family and multi-family garbage rates in FY 2017/18 and in FY 2018/19.

B. 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:

   DENNIS GALINDEZ and MARLA GALINDEZ, his wife, Plaintiffs vs. CITY OF BOYNTON BEACH and FIRST GENESIS LAWN SERVICE, INC., Defendants – Case No. 50 2015 CA 002413 Division AD

14. FUTURE AGENDA ITEMS

A. Discussion relating to the future of the Building Board of Adjustment and Appeals - TBD

B. Discussion of number of boards people are allowed to serve on at one time, attendance policies, eligibility rules and qualification of members for all boards- TBD

C. Update on progress of Town Square - Phase I - TBD
D. Monthly Departmental Presentations:

   Public Works - August, 2017

E. Staff to bring information concerning disposing of City-owned land - TBD

F. Staff to review and report concerning Florida Textile Recycling, LLC. FTR, LLC which provides automated clothing recycling as a non-profit corporation and provides funding to agencies for other non-profit uses - TBD

G. **Town Square (LUAR 17-005)** – Approve Town Square Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. Applicant: City-initiated. -- **8-15-17**

H. **Workforce Housing (CDRV 17-004)** – Approve amendments to the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II, Definitions, to modify definitions that regulate the Workforce Housing Program, and Chapter 1, Article V, Section 2, Workforce Housing Program, to convert mandatory inclusionary zoning program to a voluntary density and height bonus program. Applicant: City-initiated. -- **8-15-17**

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.
COMMISSION MEETING DATE: 8/1/2017

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

CLOSED-DOOR SESSION to be held on August 1, 2017 commencing at 5:30 pm in Commission Chambers at City Hall to discuss pending litigation in the case: BENNIS ROBINSON, Plaintiff, vs. JUSTIN HARRIS, individually and the CIT OF BOYNTON BEACH, a Florida Municipal Corporation, Defendants - UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA - Case No. 9:16-cv-81572-CIV-MARRA/MATTHEW MAN

Invocation

Pledge of Allegiance to the Flag led by Commissioner Romelus.

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:**

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**REVIEWERS:**

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COMMISSION MEETING DATE: 8/1/2017

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:

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Announce the first Commission meeting in September has been changed from Tuesday, September 5, 2017 at 6:30 pm to Thursday, September 7, 2017 at 6:30 pm to have First Public Budget Hearing on Proposed FY 17/18 Budget in accordance with the Truth in Millage (TRIM) calendar.

EXPLANATION OF REQUEST:
The Commission approved changing the date of the first meeting in September from Tuesday, September 5, 2017 at 6:30pm to Thursday, September 7, 2017 at 6:30pm in order to hold the First Public Hearing on the proposed FY 17/18 Budget in accordance with the Truth in Millage (TRIM) calendar at the June 20, 2017 Commission meeting.

The City’s first budget public hearing cannot coincide with PBC School Board or Palm Beach County’s budget hearing. Palm Beach County is September 5, 2017 and PBC School Board is September 6, 2017.

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

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION:
Announce upcoming Town Square Public Input Meetings:

Thursday, August 10, Topic: Playground

Thursday, August 17, Topic: Architectural Styles

Thursday, August 24, Topic: Open Spaces

All meetings will take place at the Boynton Beach City Library from 5:30 p.m. to 7:30 p.m.

Flyers for the Public Input Meetings are in the back of the room.

EXPLANATION OF REQUEST:
Three Town Square Public Input Meetings have been scheduled as follows:

Thursday, August 10
Topic: Playground

Thursday, August 17
Topic: Architectural Styles

Thursday, August 24
Topic: Open Spaces

All meetings will take place at the Boynton Beach City Library from 5:30 p.m. to 7:30 p.m.

Flyers for the Public Input Meetings are in the back of the room.

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:

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PUBLIC INPUT MEETINGS

Thursday, August 10
5:30 p.m. - 7:30 p.m.
TOPIC: Playground

Thursday, August 17
5:30 p.m. - 7:30 p.m.
TOPIC: Architectural Styles

Thursday, August 24
5:30 p.m. - 7:30 p.m.
TOPIC: Open Spaces

Boynton Beach City Library
208 Seacrest Boulevard
Boynton Beach, FL 33435

About Town Square Boynton Beach

Town Square Boynton Beach is a 16-acre site in downtown Boynton Beach, just east of the I-95 Boynton Beach Boulevard exit. The project is a public/private partnership between the City of Boynton Beach and E2 Real Estate Solutions, LLC and includes the renovation of a historic Boynton Beach High School into a cultural center, residential and retail spaces, a hotel, public spaces, a garage, fire station and a new city hall. The Schoolhouse Museum and Children’s Learning Center will remain and the Boynton Beach City Library will receive upgrades in association with the construction of a new city hall.

Phase I, approved by the Boynton Beach City Commission on June 12, 2017, includes interior and roof rehabilitation of the vacant historic Boynton Beach High School and design plans for the new City facilities.

For more information, call the City of Boynton at 561-742-6010

For accommodation under the ADA please call (561) 742-6241 or (TTY) 1-800-955-8771
COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION:
Announce upcoming Town Square Job Fair on August 22, 2017 to be held at Carolyn Sims Center, 225 NW 12th Avenue:
Sub-Contractors  8:00AM - Noon
Labor Force           3:00PM - 7:00PM

EXPLANATION OF REQUEST:
On August 22, 2017, there will be a Town Square Job Fair in order for developers to recruit work trades, skilled and unskilled labor forces. The Job Fair will be held at Carolyn Sims Center, 225 NW 12th Avenue.

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
City Manager        Howard, Tim     Approved    7/25/2017 - 1:32 PM
Finance             Howard, Tim     Approved    7/27/2017 - 4:00 PM
City Manager        LaVerriere, Lori Approved 7/28/2017 - 8:55 AM
CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE:  8/1/2017

REQUESTED ACTION BY COMMISSION: Award Certificate of Completion to Commissioner Romelus for completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Tampa, Florida on June 2 - 4, 2017. Presented by Mayor Grant.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

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Certificate of Completion

June 2-4, 2017 • Tampa, Florida

Awarded to

City Commissioner Christina Romelus
City of Boynton Beach

Institute for Elected Municipal Officials

Sponsored by

Nigel Stol
Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government
COMMISSION MEETING DATE: 8/1/2017

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: 2 Alts
- Building Board of Adjustments & Appeals: 3 Regs and 2 Alts
- Education and Youth Adv. Bd. 1 Reg
- Library Bd: 1 Alt
- Planning and Development Bd. 1 Reg
- Recreation & Parks Bd: 1 Alt
- Senior Advisory Bd: 1 Alt

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

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

FISCAL IMPACT: Non-budgeted  None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: High Performing City Organization

CLIMATE ACTION: No

Is this a grant? No

Grant Amount:
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REVISED
APPOINTMENTS AND APPLICANTS FOR AUGUST 1, 2017

Arts Commission

Mayor Grant Alt 1 yr term to 12/17
I Katz Alt 1 yr term to 12/17

Applicants
None

Building Board of Adjustments and Appeals

Mayor Grant Reg 3 yr term to 12/17
I Katz Alt 1 yr term to 12/17
II McCray Alt 1 yr term to 12/17
III Romelus Reg 3 yr term to 12/17
IV Casello Reg 3 yr term to 12/18

Applicants
None

Education and Youth Advisory Board

IV Casello Reg 2 yr term to 12/18

Applicants
Lori Wilkinson - previous regular and alternate member

Library Board

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

Applicants
None

Planning & Development Board

III Romelus Reg 2 yr term to 12/18

Applicants
Steve Wallace
Alexandria Wilson
David Sholl
Susan Oyer - current alternate
Rick Maharaj - current member of Community Redevelopment Agency Advisory Board
Recreation & Parks Board

III Romelus Alt 1 yr term to 12/17 Tabled (3)

Applicants
None

Senior Advisory Board

IV Casello Alt 1 yr term to 12/17 Tabled (3)

Applicants
None
Ellis, Shayla

From: 1signer <noreply@123contactform.com>
Sent: Friday, February 05, 2016 2:03 PM
To: City Clerk
Subject: Advisory Board Appointment application

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<td>Lori Wilkinson</td>
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<tr>
<td>Gender</td>
<td>Female</td>
</tr>
<tr>
<td>Phone number</td>
<td>561-376-6208</td>
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| Address           | 2458 SW 23rd Cranbrook Drive  
Boynton Beach Florida 33436  
United States |
| Email             | 1signer@bellsouth.net |
| Current occupation or, if retired, prior occupation | Teacher |
| Education         | post secondary degree |
| Are you a registered voter? | Yes |
| Do you reside within the Boynton Beach City limits? | Yes |
| Do you own/manage a business within City limits? | No |
| If "yes", name of business: |  |
| Are you currently serving on a City board? | No |
| Have you served on a City board in the past? | Yes |
| If "yes", which board(s) and when? | Education and Youth Advisory Board since 2000 |
| Have you ever been convicted of a crime? | No |
| If "yes", when and where? |  |
| Advisory Board    | Education and Youth Advisory Board |
| Personal Qualifications | I am amazing. |
| Professional Memberships | Kiwanis  
GBBF |
| Certification     | I, the applicant, hereby certify that the statements and answers provided herein |
are true and accurate. I understand that, if appointed, any false statements may
be cause for removal from a board.

The message has been sent from 107.196.68.141 (United States) at 2016-02-05 14:02:31 on Chrome 48.0.2564.103
Entry ID: 142
Referrer: boynton-beach.org/officials/advisory_boards.php
From: wallacelaw1 <noreply@123contactform.com>
Sent: Tuesday, May 30, 2017 4:35 PM
To: City Clerk
Subject: Advisory Board Appointment application
Attachments: Wallace_Steven_Resume_(Current_Updated-11-2016).pdf

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<tr>
<th>Today's date</th>
<th>05/30/2017</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Steven Wallace</td>
</tr>
<tr>
<td>Gender</td>
<td>Male</td>
</tr>
<tr>
<td>Phone number</td>
<td>561-400-3896</td>
</tr>
<tr>
<td>Address</td>
<td>7949 Picklewood Park Drive</td>
</tr>
<tr>
<td></td>
<td>Boynton Beach Florida 33437</td>
</tr>
<tr>
<td></td>
<td>United States</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:wallacelaw1@me.com">wallacelaw1@me.com</a></td>
</tr>
<tr>
<td>Current occupation</td>
<td>Attorney</td>
</tr>
<tr>
<td>or, if retired,</td>
<td></td>
</tr>
<tr>
<td>prior occupation</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td>Law Degree, Syracuse University, BA, American Studies, Brandeis University</td>
</tr>
<tr>
<td>Are you a registered voter?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you reside within the Boynton Beach City limits?</td>
<td>No</td>
</tr>
<tr>
<td>Do you own/manage a business within City limits?</td>
<td>Yes</td>
</tr>
<tr>
<td>If &quot;yes&quot;, name of business:</td>
<td>The Wallace Law Group, PL</td>
</tr>
<tr>
<td>Are you currently serving on a City board?</td>
<td>No</td>
</tr>
<tr>
<td>Have you served on a City board in the past?</td>
<td>No</td>
</tr>
<tr>
<td>If &quot;yes&quot;, which board(s) and when?</td>
<td>No</td>
</tr>
<tr>
<td>Have you ever</td>
<td>No</td>
</tr>
</tbody>
</table>
been convicted of a crime?

If "yes", when and where?

Advisory Board
Planning & Development Board

Personal Qualifications
I am a Florida Bar Board Certified Real Estate Attorney who concentrates my practice in real estate development and land use. I do not or have had any projects in the City of Boynton Beach so I do have a conflict.

Professional Memberships
Florida Bar
Parks Committee Member, COWBRA
Volunteer Soccer Coach, AYSO
Volunteer Soccer Coach, I-9 Sports
Boynton Beach Chamber of Commerce
Leadership Palm Beach County
Forum Club of Palm Beaches
Economic Council

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

www.123contactform.com/upload_dld.php?fileid=29348c6b241555d0048d756cd7ed3c46

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

The message has been sent from 73.57.241.80 (United States) at 2017-05-30 15:34:47 on Safari 10.0.3
Entry ID: 219
Referer: www.boynton-beach.org/officials/advisory_boards.php
Form Host: www.123contactform.com/form-583214/Advisory-Board-Appointment-Application
**Today's date** 05/14/2017
**Name** Alexandria Wilson
**Gender** Female
**Phone number** 561-202-5753
**Address** 2892 Quantum Lakes Dr
Boynton Beach FLORIDA 33426
United States
**Email** alexandria1.wilson@gmail.com

**Current occupation or, if retired, prior occupation** Project Engineer

**Education** BS in Construction Engineering & Technology

**Are you a registered voter?** Yes

**Do you reside within the Boynton Beach City limits?** Yes

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

**If "yes", name of business:**

**Are you currently serving on a City board?** Yes

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

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

**Have you ever been convicted of a crime?** No
If "yes", when and where?

<table>
<thead>
<tr>
<th>Advisory Board</th>
<th>Planning &amp; Development Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Qualifications</td>
<td>I have a degree in construction engineering &amp; technology. I have held positions as a project engineer, project estimator &amp; assistant project manager. Currently I am a project engineer for a company in Fort Lauderdale.</td>
</tr>
<tr>
<td>Professional Memberships</td>
<td>* Associated General Contractors (AGC)</td>
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<tr>
<td>Feel free to attach/upload an extra sheet or resume.</td>
<td><a href="http://www.123contactform.com/upload_dld.php?fileid=2f7c68ec289dd93e0d11586407891cf9">www.123contactform.com/upload_dld.php?fileid=2f7c68ec289dd93e0d11586407891cf9</a></td>
</tr>
<tr>
<td>Certification</td>
<td>I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.</td>
</tr>
</tbody>
</table>
From: davidmsholl <noreply@123contactform.io>
Sent: Thursday, June 22, 2017 10:01 PM
To: City Clerk
Subject: Advisory Board Appointment application
Attachments: DAVID_MARKS_SHOLL__Resume2016_(PB3).pdf

Today's date 06/22/2017
Name David Sholl
Gender Male
Phone number 215-687-0004
Address 18 Flint Way
Boynton Beach Florida 33426
United States
Email davidmsholl@gmail.com

Current occupation or, if retired, prior occupation Construction Attorney

Education Juris Doctor

Are you a registered voter? Yes

Do you reside within the Boynton Beach City limits? Yes

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

If "yes", name of business:

Are you currently serving on a City board? No

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

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

Have you ever been convicted of a crime? No

If "yes", when and where?
Planning & Development Board

As a construction law attorney, I study and advise on the very issues that come before the Planning & Development Board every month. Through my practice, I have become adept at reviewing and making recommendations development plans, residential and commercial construction, as well as familiar with zoning ordinances.

American Bar Association
Florida Bar Association
Palm Beach County Bar Association
Broward County Bar Association
New Leaders Council

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

www.123contactform.com/upload_dld.php?fileid=be0c0fa6b6498a3ef9505e4ec146e3a1

I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
From: susanoyer <noreply@123contactform.io>
Sent: Thursday, July 27, 2017 3:00 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date 07/27/2017
Name Susan Oyer
Gender Female
Phone number 561-736-1251
Address 140 SE 27th Way PO Box 57
Boynton Beach FL 33435
United States
Email susanoyer@gmail.com

Current occupation or, if retired, prior occupation Teacher

Education BA Political Science (UF), MA Education (FAU), GIS Certificate (FAU)

Are you a registered voter? Yes

Do you reside within the Boynton Beach City limits? Yes

Do you own/manage a business within City limits? Yes

If "yes", name of business: 417 & 500 Ocean Properties LLC (co-owner)

Are you currently serving on a City board? Yes

Have you served on a City board in the past? Yes

If "yes", which board(s) and when? Historic Preservation since 10/2013
Arts Commission (4/2016-6/2017)
Planning & Development since 6/2017

Have you ever been convicted of a crime? No
If "yes", when and where?

Advisory Board Planning & Development Board

Personal Qualifications I currently sit as an alternate on the P & D Board. I wish to move up into the newly open regular position on the P & D Board.

I have attended and/or spoken at P & D Board meetings several times over the last couple of years.

I regularly attend commission and CRA meetings and have a strong understanding of what the position entails and the impact of our decisions on the City's future.

Professional Memberships
* PEO (women's charitable organization)
* St. George's Society of Palm Beach founder and president
* Lake Worth Pioneers Association president and life member
* CTA (teacher union) member
* Florida Blue Key & Palm Beach County Gator Club (both affiliated with UF)

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

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

The message has been sent from 107.77.253.5 (United States) at 2017-07-27 14:00:01 on Chrome 59.0.3071.115
Entry ID: 231
Referrer: www.boynton-beach.org/officials/advisory_boards.php
Form Host: www.123contactform.com/form-583214/Advisory-Board-Appointment-Application
CITY OF BOYNTON BEACH
ADVISORY BOARD APPOINTMENT APPLICATION

Thank you for your interest in serving on a City advisory board and for taking the time to fill out this form. Please print or type all answers clearly. If interest is expressed in appointment to more than one board, selections must be prioritized. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

Name: Ricc Maharajy                          Gender: M                          Telephone #: 561 523 9405

Address: 627 City Pk
Boynton Beach, FL

Zip Code: 33436

E-mail Address: Ricc Maharajy @ City

Current occupation or prior occupation: Tech Consultant

Education: BA Engineering - M.S.M. P.E.

Are you a registered voter? ___ Yes ___ No
Do you reside within the Boynton Beach City limits? ___ Yes ___ No
Do you own/manage a business within the City limits? ___ Yes ___ No
If "yes", name of business: City of Boynton Beach
Are you currently serving on a City board? ___ Yes ___ No
Have you served on a City board in the past? ___ Yes ___ No
If so, which board(s) and when? City Advisory Bd - Current

Have you ever been convicted of a crime? ___ Yes ___ No
If so, when? ________ Where? ________

Please indicate which advisory board you are seeking appointment. For board listing, requirements, responsibilities and meeting times and dates, see pages 3 and 4 attached.

___ Arts Commission
___ Building Board of Adjustment & Appeals
___ Community Redevelopment Advisory Board
___ Education and Youth Advisory Board
___ Employees' Pension Board
___ Firefighters' Pension Trust Fund
___ Golf Course Advisory Committee

___ Library Board
___ Planning & Development Board
___ Police Officers' Retirement Trust Fund
___ Recreation & Parks Board
___ Senior Advisory Board
What personal qualifications do you possess (i.e., profession, previous experience, branch of military service or organization) which you feel would make you a good candidate for this board? Please be specific.

- **FAA Engineer**
- **20 Yr Resident Boynton**
- **Cty Advisory Bd.**
- **M/2 yr Sec.**
- **Desire in Mkt Mkt. / Boynton Areas**

Please list any professional memberships: **Chamber of Commerce. Boynton**

Feel free to attach an extra sheet or resume. Return the completed form to the City Clerk's Office, 100 East Boynton Beach Boulevard, City Hall. Mailing address: P. O. Box 310, Boynton Beach, FL 33425-0310. It will be placed in the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

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

Signature: ___________________________ Date: 7-27-17.
REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-066 - Adopt the City of Boynton Beach’s Community Development Block Grant application for funding authorizing the City Manager’s execution and the activities submitted in the City of Boynton Beach’s Five Year Consolidated/One Year Action Plan for FY 2017/2022. The anticipated Community Development Block Grant allocation is $514,937, and the reappropriation of $300,000 nonexpended funds from previous year.

EXPLANATION OF REQUEST:
The City of Boynton Beach is in its twentieth year as an entitlement community for receiving Federal Grant funds. The Consolidated/One Year Action Plan is being developed with activities listed that show how the use of these funds will address the needs of the Community.

Entitlement community status, as determined by the Secretary of the Department of Housing and Urban Development, is one “whereby a Metropolitan City is guaranteed, as determined by formula set forth by the Housing and Community Development Act of 1974, certain sums of money to assist states, counties, cities, and towns in devising innovative approaches to improve the physical, economic, and social conditions in low-income areas”.

City activities that are taken on by a municipality must meet three (3) national objectives:

1. Benefit low and moderate-income persons
2. Address slum and blight
3. Meet a particular urgent community development need

The following is a list of types of eligible activities:

- Property acquisition and disposition
- Clearance and demolition
- Interim assistance to arrest severe deterioration or alleviate emergency conditions – e.g., hurricane, earthquakes, flooding
- Completion of urban renewal projects
- Relocation assistance
- Loss of rental income (related to relocations)
- Code Enforcement
- Construction of New Housing
- Housing Rehabilitation
- Public Facilities and Improvements
- Public Services
- Removal of Architectural Barriers
- Homeownership assistance (e.g., down payment assistance, interest subsidies)
- Technical assistance to public or non-profit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities
- Lead-based paint testing and abatement

Public Facilities and Improvements
• Acquisition, installation, construction and rehabilitation of infrastructure (e.g., water/sewer lines, streets and sidewalks)
• Acquisition, construction or rehab of neighborhood facilities and facilities for persons with special needs (e.g., homeless shelters, group homes and halfway houses)

Public Services

The total amount of CDBG funds obligated for public services activities must not exceed fifteen percent (15%) of the annual allocation, and may not be used to replace local or state monies to fund essential services typically offered by the local government. It includes the following:

• Education Programs
• Health care and substance abuse services
• Child care
• Crime prevention and Public Safety
• Fair housing counseling (Can also be categorized under Planning and Administration)
• Substance abuse services
• Services for senior citizens
• Services for homeless persons
• Recreational services

Planning and Administration of the Program

The total amount of CDBG funds that may be obligated for planning and administration of the program must not exceed twenty percent (20%) of the annual allocation. It includes the following:

• General management, oversight and coordination
• Public information
• Fair Housing activities
• Indirect costs
• Submission of applications for Federal programs

Proposals were received as a result of public advertisement and letters sent out to various churches in the community, with a workshop held for the purpose of explaining the program, eligibility requirements, and public input. Using both City staff and representatives of the community, the following represents the committee members that reviewed the applications:

Kathleen Perry Retired PBC Administrator
David Scott City of Boynton Beach Economic Development Director
Saleica Brown City of Boynton Beach Business Development Specialist

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The Community Development Block Grant Program’s purpose is to assist the City of Boynton Beach in meeting the needs of its lower income residents by offering a wide range of activities. The agencies that are being funded will offer, domestic violence training, housing development, legal aid, and various other forms of assistance that are considered public service.

Aid to Victims of Domestic Abuse, Inc. (Public Service)—To provide funding for one-half of the salary and benefits of an Intervention Specialist to work with children affected by domestic abuse to help them overcome their fears and learn how to live in safety. The Intervention Specialist will conduct presentations in schools
designed to prevent domestic violence with a program that produces positive, measureable results, and will
provide individual and group counseling to children as needed.

*Funding Request $25,000 Committee Recommendation $10,000

**Boynton Beach Faith-Based Community Development Corporation** – The Boynton Beach Faith- Based
CDC is a state recognized Community Housing Development Organization (CHODO). The agency proposes
to continue to provide ongoing support to the community and the City of Boynton Beach by facilitating the
intake process for the affordable housing programs, as well as other ongoing community development
initiatives. They are also a Community Based Development Organization (CBDO) which offers the City more
flexibility in achieving its Community Development Objectives.

Funding Request $133,000 Committee Recommendation $100,000

**Community Caring Center of Boynton Beach (Public Service)** – The agency requests funding to provide
for staffing costs and other administrative cost related to the program, i.e. utilities, mortgage assistance,
insurance and accounting services. Agency provides mortgage, rent, and utility payment assistance, food and
food vouchers, medication purchase assistance, and direct emergency social services to seniors, to name just
a few of their numerous programs.

Funding Request $65,000 Committee Recommendation $43,240

**Pathways to Prosperity (Public Service)** - Agency provides education in financial budgeting, job skills
and self-motivation. It is committed to ending poverty in the community by teaching low-income families to
become economically stable. Funds will be used to support counseling.

Funding Request $25,000 Committee Recommendation $20,000

**Legal Aid Society of PBC (Public Service)** Fair housing education and outreach to citizens of Boynton
Beach, to include fair housing enforcement activities citywide to ensure that local housing practices comply
with Federal Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988, as well as local fair
housing ordinances.

Funding Request $8000 Committee Recommendation $4,000

Summary:
Sub-grantee funding.................................................................................$177,240
Planning Grant Administration...............................................................$102,987
Housing Rehabilitation Delivery.........................................................$334,710
Economic Development........................................................................$100,000
Heart of Boynton Redevelopment.......................................................$100,000
TOTAL......................................................................................................$814,937
($300,000 Appropriated Unencumbered previous year)

**FISCAL IMPACT:** Budgeted The City of Boynton Beach's CDBG allocation for FY 2017/2018 is $514,937
to leverage with other funds in its attempt to address slum and blight. 20% or $102,987 can be expended to
Administer the program.

**ALTERNATIVES:**

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**
CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: $514,937

ATTACHMENTS:

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<thead>
<tr>
<th>Type</th>
<th>Description</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>Resolution approving the Five Year Consolidated/One Year Action Plan for FY 2017/2022</td>
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<tr>
<td>Grant Application</td>
<td>Application for Federal Assistance</td>
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<tr>
<td>Attachment</td>
<td>Community Improvement Division's CDBG</td>
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REVIEWERS:

<table>
<thead>
<tr>
<th>Department</th>
<th>Reviewer</th>
<th>Action</th>
<th>Date</th>
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<tr>
<td>Community Improvement</td>
<td>Stanzione, Tammy</td>
<td>Approved</td>
<td>7/27/2017 - 12:19 PM</td>
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<td>Community Improvement</td>
<td>Mack, Andrew</td>
<td>Approved</td>
<td>7/27/2017 - 1:42 PM</td>
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<td>Community Improvement</td>
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<td>7/27/2017 - 3:20 PM</td>
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<td>Finance</td>
<td>Howard, Tim</td>
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<td>7/27/2017 - 4:00 PM</td>
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<td>Legal</td>
<td>Swanson, Lynn</td>
<td>Approved</td>
<td>7/27/2017 - 5:00 PM</td>
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<tr>
<td>City Manager</td>
<td>LaVerriere, Lori</td>
<td>Approved</td>
<td>7/28/2017 - 8:48 AM</td>
</tr>
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</table>
RESOLUTION R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING THE CITY OF BOYNTON BEACH’S COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR FUNDING; AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION, CERTIFICATIONS AND THE ACTIVITIES SUBMITTED IN THE CITY OF BOYNTON BEACH’S FIVE YEAR CONSOLIDATED/ONE YEAR ACTION PLAN FOR FY 2017/2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach is in its twentieth year as an entitlement community for receiving Federal Grant Funds; and

WHEREAS, the Consolidated/One Year Action Plan is being developed with activities that show how the use of these funds will address the needs of the Community; and

WHEREAS, approval of the One Year Action Plan will fund services to the community that are eligible under the CDBG program and provided to our community by various organizations.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve the adoption of the City of Boynton Beach’s Community Development Block Grant (CDBG) Five Year Consolidated/One Year Action Plan for fiscal year 2017/22.

Section 3. The City Manager is authorized to sign the application and the certifications.
Section 4. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of ___________, 2017.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Steven B. Grant
Vice Mayor – Justin Katz
Commissioner – Mack McCray
Commissioner – Christina L. Romelus
Commissioner – Joe Casello

VOTE

ATTEST:

_____________________________
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)
### Application for Federal Assistance SF-424

**Version 02**

<table>
<thead>
<tr>
<th>1. Type of Submission</th>
<th>2. Type of Application</th>
<th>*If Revision, select appropriate letter(s):</th>
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<td>☑ Application</td>
<td>☑ Continuation</td>
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<td>☐ Changed/Corrected Application</td>
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**3. Date Received:**

**4. Application Identifier:**

**5. Federal Entity Identifier:**

BC-17-MC-12-0043

**5b. Federal Award Identifier:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

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<tr>
<th>a. Legal Name:</th>
<th>City of Boynton Beach</th>
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<tr>
<th>b. Employer/Taxpayer Identification Number (EIN/TIN):</th>
<th>*c. Organizational DUNS:</th>
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<tr>
<td>59-6000282</td>
<td>07-224-7133 FTB</td>
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<table>
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<tr>
<th>d. Address:</th>
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<tbody>
<tr>
<td>*Street1: 100 E. Boynton Beach Blvd.</td>
</tr>
<tr>
<td>Street 2:</td>
</tr>
<tr>
<td>*City: Bovnton Beach</td>
</tr>
<tr>
<td>County: Palm Beach</td>
</tr>
<tr>
<td>*State: Florida</td>
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<tr>
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<th>e. Organizational Unit:</th>
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<tbody>
<tr>
<td>Department Name:</td>
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<tr>
<td>Development</td>
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<tr>
<td>Division Name:</td>
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<tr>
<td>Community Improvement</td>
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<tr>
<th>f. Name and contact information of person to be contacted on matters involving this application:</th>
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<tbody>
<tr>
<td>Prefix:</td>
</tr>
<tr>
<td>Middle Name:</td>
</tr>
<tr>
<td>*Last Name: Sherrod</td>
</tr>
<tr>
<td>Suffix:</td>
</tr>
<tr>
<td>Title: Community Development Manager</td>
</tr>
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<td>Organizational Affiliation:</td>
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<table>
<thead>
<tr>
<th>*Telephone Number: 561/742-6066</th>
<th>Fax Number: 561/742-6089</th>
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<tbody>
<tr>
<td>*Email: <a href="mailto:Sherrodo@bbfl.us">Sherrodo@bbfl.us</a></td>
<td></td>
</tr>
</tbody>
</table>
Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

*Other (specify):

*10. Name of Federal Agency:
    U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
    14-218

CFDA Title:
    Community Development Block Grant Program

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*15. Descriptive Title of Applicant’s Project:

The City of Boynton Beach's projects include public services, housing rehabilitation, Affordable housing, fair housing, and Economic Development, and program administration

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of: Ted Deutch - District 22
   *a. Applicant                     *b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   *a. Start Date: 10/01/17          *b. End Date: 09/30/18

18. Estimated Funding ($):
   *a. Federal $514,937.00
   *b. Applicant $312,571.00
   *c. State
   *d. Local
   *e. Other
   *f. Program Income
   *g. TOTAL $827,508.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on
   [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   [ ] c. Program is not covered by E.O. 12372

20. Is the Applicant Delinquent On Any Federal Debt? (If “Yes”, provide explanation.)
   [ ] Yes   [x] No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements
    herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply
    with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject
    me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

   [x] **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or
agency specific instructions.

Authorized Representative:
Prefix: Mrs.     *First Name: Lori
Midd le N ame:
*Last Name: LaVerriere
Suffix:
*Title: City Manager
*Telephone Number: 561/742-6010       Fax Number: 561/742-6011
*Email:
*Signature of Authorized Representative:    Date Signed:
Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.
CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

☐ This certification does not apply.
☒ This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
   a. The dangers of drug abuse in the workplace;
   b. The grantee’s policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

CPMP Non-State Grantee Certifications

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:
8. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
9. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
10. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Lori LaVerriere
Name
City Manager
Title
100 E. Boynton Beach Boulevard
Address
Boynton Beach, Florida 33435
City/State/Zip

CPMP Non-State Grantee Certifications
Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2017, 2018, 2019, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
14. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** -- It will comply with applicable laws.

---

**Signature/Authorized Official**

Lori LaVerriere

Name

City Manager

Title

100 E. Boynton Beach Boulevard

Address

Boynton Beach, Florida 33435

City/State/Zip

(561) 742-6010

Telephone Number
This certification does not apply.
☐ This certification is applicable.

OPTIONAL CERTIFICATION
CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

______________________________
Signature/Authorized Official

______________________________
Date

N/A
Name

N/A
Title

N/A
Address

N/A
City/State/Zip

N/A
Telephone Number

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction’s consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.
This certification does not apply.
☐ This certification is applicable.

Signature/Authorized Official

Date

N/A
Name

N/A
Title

N/A
Address

N/A
City/State/Zip

N/A
Telephone Number

ESG Certifications

I, N/A, Chief Executive Officer of N/A, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 CFR 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

1. The requirements of 24 CFR 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.


3. The requirements of 24 CFR 576.56, concerning assurances on services and other assistance to the homeless.

This certification does not apply.

☐ This certification is applicable.

5. The requirements of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

6. The requirement of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.


8. The requirements of 24 CFR 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.

9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 76.56.

10. The requirements of 24 CFR 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related
authorities as specified in 24 CFR Part 58.

11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney-Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.

13. HUD’s standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.

Signature/Authorized Official

Date

N/A
Name

N/A
Title

N/A
Address

N/A
City/State/Zip

N/A

CPMP Non-State Grantee Certifications
APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Drug-Free Workplace Certification
1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

<table>
<thead>
<tr>
<th>Place Name</th>
<th>Street</th>
<th>City</th>
<th>County</th>
<th>State</th>
<th>Zip</th>
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</thead>
<tbody>
<tr>
<td>City of Boynton Beach</td>
<td>100 E. Boynton Beach Blvd.</td>
<td>Boynton Beach</td>
<td>Palm Beach</td>
<td>FL</td>
<td>33435</td>
</tr>
</tbody>
</table>

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substance Act.
Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: a. All "direct charge" employees; b. all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and c. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan

Signature/Authorized Official ___________________________  Date

Lori LaVerriere
Name

City Manager
Title

100 E. Boynton Beach Boulevard
Address

Boynton Beach, Florida 33435
City/State/Zip

(561) 742-6010
Telephone Number
<table>
<thead>
<tr>
<th>#</th>
<th>ACTIVITY</th>
<th>ADDRESS</th>
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<td>1</td>
<td>Aid to Victims of Domestic Abuse, Inc. Public Service</td>
<td>Post Office Box 6161, Delray Beach, Florida 33482</td>
<td>$10,000</td>
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<tr>
<td>2</td>
<td>Boynton Beach Faith Based Community Development Corporation</td>
<td>2191 N. Seacrest Blvd., Boynton Beach, Florida 33435</td>
<td>$100,000</td>
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<td>3</td>
<td>Pathways To Prosperity Public Service</td>
<td>900 N. Seacrest Blvd. Boynton Beach, Florida 334335</td>
<td>$20,000</td>
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<td>4</td>
<td>Community Caring Center of Boynton Beach Public Service</td>
<td>145 N.E. 4 th Avenue, Boynton Beach, Florida 33435</td>
<td>$43,240</td>
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<td>5</td>
<td>Housing Rehabilitation</td>
<td>CDBG Target Area &amp; City Wide as needed</td>
<td>$234,710</td>
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<td>6</td>
<td>Housing Rehabilitation Delivery</td>
<td>City Wide</td>
<td>$100,000</td>
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<td>7</td>
<td>Legal Aid Society Of Palm Beach County Public Service</td>
<td>423 Fern St., West Palm Beach, Florida 33401</td>
<td>$ 4000</td>
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<td>8</td>
<td>Planning &amp; Administration</td>
<td>100 E. Boynton Beach Blvd., Boynton Beach, Florida 33435</td>
<td>$102,987</td>
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<td>9</td>
<td>Economic Development</td>
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<td>10</td>
<td>Heart of Boynton</td>
<td></td>
<td>$100,000</td>
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REQUESTED ACTION BY COMMISSION:  Approve release of a Bond, in the amount of $363,000 for the construction of a signal at Old Boynton Road and the Renaissance Commons spine road.  This signal was required as a part of the land development permit for Boynton Town Center project.

EXPLANATION OF REQUEST:
The Public Works Department Engineering Division requests approval to release the Performance Bond (#622553), in the amount of $363,000.00 for the installation of a signal at Old Boynton Road and Renaissance Commons Blvd.  The signal was required in association with the Boynton Town Center project.

- BR Cortina Acquisition LLC submitted a Performance Bond for the completion traffic signal at Old Boynton Road and Renaissance Commons Boulevard in association with the Boynton Town Center project, in the amount of $363,000.00.
- The Public Works Engineering Division has inspected the improvements and found no items needing correction.
- Palm Beach County inspected and accepted the traffic signal. Palm Beach County is now responsible for the signal's maintenance.

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

FISCAL IMPACT:  N/A

ALTERNATIVES:  N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:  N/A

CLIMATE ACTION:  No

CLIMATE ACTION DISCUSSION:  N/A

Is this a grant?  No

Grant Amount:
### ATTACHMENTS:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
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<tbody>
<tr>
<td>Addendum</td>
<td>PBC Letter of Acceptance</td>
</tr>
<tr>
<td>Addendum</td>
<td>Performance Bond 622553</td>
</tr>
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</table>

### REVIEWERS:

<table>
<thead>
<tr>
<th>Department</th>
<th>Reviewer</th>
<th>Action</th>
<th>Date</th>
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<tbody>
<tr>
<td>Public Works-Engineering</td>
<td>Livergood, Jeffrey</td>
<td>Approved</td>
<td>7/11/2017 - 8:31 AM</td>
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<tr>
<td>Finance</td>
<td>Howard, Tim</td>
<td>Approved</td>
<td>7/13/2017 - 9:55 AM</td>
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<tr>
<td>City Manager</td>
<td>LaVerriere, Lori</td>
<td>Approved</td>
<td>7/14/2017 - 9:34 AM</td>
</tr>
</tbody>
</table>
July 6, 2017

Gary Dunmyer, City Engineer
Public Works Department
City of Boynton Beach
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, FL 33435-0310

Re: Renaissance Commons and Old Boynton Boulevard
Palm Beach County Intersection # 45610

Dear Mr. Dunmyer:

Please be advised that the above mentioned traffic signal has been inspected and accepted by Palm Beach County for maintenance.

If additional information is required, please contact me at 561-684-4030.

Thank you.

Sincerely,

Fattoush Jafar, PE, Ph.D.
Signal Design Manager

FJ:sl
eo: Zack Hobrock, Project Coordinator – JKM Developers, LLC (zhobrock@jkmdevelopers.com)

File: Intersection # 45610
N:\TRAFFIC\Signals\Projects\45610-Renaissance Commons Blvd and Old Boynton Bch\TS 45610
Inspect & Accept Ltr 07-05-17.docx
EXHIBIT "N-3"
(LDR, Chap. 7, Art. I, Sec. 3.B.)
(LDR, Chap. 7.5, Art. II, Sec. 7.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], BR Cortina Acquisition LLC, a Delaware limited liability company, hereinafter call PRINCIPAL, and International Fidelity Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter called CITY, the full and just sum of Three hundred and sixty-three thousand dollars and zero cents, U. S. Dollars ($363,000.00), lawful money of the United States of America, to be paid to the City of Boynton Beach, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the recording of a certain subdivision plat known as Boynton Town Center Plat, P.C.D. and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting and Required Improvements Regulations, Chapters 2.5, 5 and 6 respectively of the Land Development Regulations of the City of Boynton Beach, hereinafter the REGULATIONS, pertaining to said subdivision;] or

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the construction of a certain project known as Signal at Old Boynton and Spine Road (under warrants) – Old Boynton Signal (under Land Development Permit – Boynton Town Center – per letter dated January 30, 2006, written by the City of Boynton Beach), and such project shall construct and install the required public improvements to support the Project pursuant to the terms of the Permit,] and

WHEREAS, PRINCIPAL has been issued that certain [see * below] Permit [Land Development Permit] Number see ** below, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

* installation of traffic signal at the intersection of Old Boynton Road and Renaissance Commons Boulevard (a/k/a the Spine Road)

** Boynton Village Development Order dated September 23, 2005: regarding installation of traffic signal at the intersection of Old Boynton Road and Renaissance Commons Boulevard (a/k/a the Spine Road)
NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its][his][her][their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, it shall remain in full force and effect.

The PRINCIPAL and CITY agree that the City Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS within the time specified, the SURETY, upon thirty (30) days written notice from the CITY or its authorized agent or officer, of the default, to the PRINCIPAL or its authorized agent or officer, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential. Should the SURETY fail or refuse to perform and complete the said improvements, CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and/or SURETY, or both at law and in equity including specifically the specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event CITY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable heretoeunder to reimburse the CITY the total cost thereof, including but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this 30th day of May, 2013.

BR Cortina Acquisition LLC, a Delaware limited liability company
By: Bridge Cortina Management LLC, a Florida limited liability, its non-member manager

[a Florida Limited Liability Company]

BY:

Michael Oliveri
Managing Member

ATTEST:
STATE OF ____________
COUNTY OF ____________

BEFORE ME personally appeared ____________, who is personally known to me, or has produced ______ as identification, and who executed the foregoing instrument as Manager / Member of ____________________________, a Limited Liability Company, and acknowledged to and before me that [he][she] executed such instrument as such Manager / Member of said Limited Liability Company, and that instrument is the free act and deed of said Limited Liability Company.

WITNESS my hand and official seal this ___ day of ___ , 20__

My commission expires: ________________________________

Notary Public

(Seal)

-OR-

(INDIVIDUAL PRINCIPAL)

WITNESS: ________________________________ BY: ________________________________

ADDRESS: _____________________________________

ADDRESS: _____________________________________
(SURETY SIGNATURE BLOCK)

WITNESS: ____________________________

As-to-Surety

______________________________
As-to-Surety

International Fidelity Insurance
Company ___________________, SURETY

BY

Stanley D. Loar, its attorney-in-fact
(power of attorney must be attached)

ADDRESS: 2999 Oak Road, Suite 820
Walnut Creek, CA 94597

STATE OF California
COUNTY OF San Francisco

BEFORE ME personally appeared Stanley D. Loar who[is][has]
personally known to me or [has][has] produced ____________ [and ____________
respectively] as identification, and who executed the foregoing instrument, and acknowledged
before me that [he][she][they] executed said instrument for the purpose expressed therein.

WITNESS my hand and official seal this 30th day of May, 2013.

My commission expires:

Notary Public
(Seal)
COMMISSION MEETING DATE:  8/1/2017

REQUESTED ACTION BY COMMISSION:
Authorize utilizing National Joint Powers Alliance (NJPA) Contract #031913-SGL - "Facility Security Equipment, Systems and Services with Related Equipment and Supplies" for contractual fire alarm system services and repairs in various City facilities from Simplex Grinnell LP for an estimated annual expenditure of $75,000 which expires April 23, 2018. The NJPA bid process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Contract period:  April 24, 2017 to April 23, 2018, option for five additional one year extensions.

Simplex-Grinnell provides fire alarm/sprinkler monitoring, inspections and services/repairs for various fire alarm systems through the City facilities based on the NJPA Contract #031913-SGL effective through April 23, 2018.

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

FISCAL IMPACT:  Budgeted
Funding is budgeted as follows:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Management Account #001-2511-519-49-17</td>
<td>$67,800.00</td>
</tr>
<tr>
<td>Library Account (for Schoolhouse Museum) #001-2612-571-46-20</td>
<td>$3,100.00</td>
</tr>
<tr>
<td>Utilities Admin Account #401-2821-536-49-17</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Utilities West Water Plant Account #401-2811-539-49-17</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Total Estimated annual expenditure = $75,000.00</td>
<td></td>
</tr>
</tbody>
</table>

ALTERNATIVES:  Discontinue the fire protection and have the City issue a formal bid for these services and repairs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:  N/A

CLIMATE ACTION:  No
CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Simplex Grinnell LP

START DATE: 4/23/2017

END DATE: 4/23/2018

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

The parties may extend the Agreement for one additional year by mutual agreement.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum</td>
<td>Contract Letter of Agreement</td>
</tr>
<tr>
<td>Addendum</td>
<td>Simplex Grinnell - Authorization Letter</td>
</tr>
<tr>
<td>Attachment</td>
<td>NJPA webpage Simplex</td>
</tr>
</tbody>
</table>

REVIEWERS:

<table>
<thead>
<tr>
<th>Department</th>
<th>Reviewer</th>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works</td>
<td>Livergood, Jeffrey</td>
<td>Approved</td>
<td>7/17/2017 - 1:37 PM</td>
</tr>
<tr>
<td>Finance</td>
<td>Howard, Tim</td>
<td>Approved</td>
<td>7/25/2017 - 1:01 PM</td>
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<tr>
<td>Legal</td>
<td>Swanson, Lynn</td>
<td>Approved</td>
<td>7/25/2017 - 1:47 PM</td>
</tr>
<tr>
<td>City Manager</td>
<td>LaVerriere, Lori</td>
<td>Approved</td>
<td>7/28/2017 - 8:48 AM</td>
</tr>
</tbody>
</table>
Letter of Agreement to Extend the Contract

Between

SimplexGrinnell LP (Vendor)
50 Technology Drive
Westminster, MA 01441

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #031913-SGL) for the procurement of Facility Security Equipment, Systems and Services with Related Equipment and Supplies. This Agreement has an expiration date of April 23, 2017, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA’s Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 23, 2018. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Director of Contracts and Marketing/CFO

Name printed or typed: Jeremy Schwartz

Date 9-12-16

SimplexGrinnell LP

By: [Signature], Its: V.P. Strategic Sales

Name printed or typed: James W. Madson

Date September 12, 2016
June 29, 2017

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

Subject: NJPA Contract 031913-SGL  

Dear Gail,  

This is to confirm that SimplexGrinnell will allow City of Boynton Beach to piggyback off the NJPA contract 031913-SGL and that they are going to honor the pricing for it.  

Sincerely,  

[Signature]  

Michelle Koski  
Customer Care Specialist  

---  

SimplexGrinnell Mission Statement  
"To be the recognized leader and preferred provider for our valued customers; by delivering unequaled products and services through a highly qualified staff of professionals, with total commitment to integrity and excellence."
SimplexGrinnell LP

Contract Documentation(#031913-SGL)

- Request for Proposal (RFP)
- Contract Acceptance & Award

Documentation of Competitive Solicitation Process

- Affidavit of Advertisement
- Proposal Opening Witness Page
- Proposal Evaluation
- Evaluation Committee Comment & Review
- Board Minutes

Documentation of Contract Maintenance

- Contract Renewal 2017
- Contract Renewal 2016
- Contract Renewal 2015
- Contract Renewal 2014
**REQUESTED ACTION BY COMMISSION:** Approve the one-year extension for RFPs/Bids and/or piggy-backs for the procurement of services and/or commodities as described in the written report for August 1, 2017 - "Request for Extensions and/or Piggybacks".

**EXPLANATION OF REQUEST:**
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of bid solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

<table>
<thead>
<tr>
<th>VENDOR(S)</th>
<th>COMMODITY/SERVICE</th>
<th>RFP/BID NUMBER</th>
<th>RENEWAL TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Konica Minolta Business Solutions</td>
<td>Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services</td>
<td>Piggyback State of Florida Contract No. 600-000-11-1</td>
<td>August 4, 2017 thru August 3, 2018</td>
</tr>
<tr>
<td>Morton Salt, Inc.</td>
<td>Annual Supply of Sodium Chloride (solar salt quality)</td>
<td>Piggyback Palm Beach County Contract No. 16043A</td>
<td>August 20, 2017 thru August 19, 2018</td>
</tr>
<tr>
<td>Iron Container, LLC</td>
<td>Annual Supply of Metal Containers and Roll-Offs</td>
<td>059-2510-15/JMA</td>
<td>September 2, 2017 thru September 1, 2018</td>
</tr>
<tr>
<td>Vehicle Maintenance Program; The Parts House; Bennett Auto; Eagle Auto; Cold Air</td>
<td>Annual Supply of Aftermarket Automotive Parts, Accessories and Supplies</td>
<td>052-1412-16/MFD</td>
<td>September 4, 2017 thru September 3, 2018</td>
</tr>
<tr>
<td>Palm Truck; Nextran; Pat's Pump; McNeilus Truck; Southern Sewer</td>
<td>Annual Supply of OEM Service and Parts for Medium/Large Heavy Duty Vehicles and Equipment</td>
<td>053-1412-16/MFD</td>
<td>September 4, 2017 thru September 3, 2018</td>
</tr>
<tr>
<td>Steve Moore Chevrolet; Al Packer; Delray Motors</td>
<td>Annual Supply of OEM Service and Parts for Small and Light Duty Vehicles and Equipment</td>
<td>054-1412-16/MFD</td>
<td>September 4, 2017 thru September 3, 2018</td>
</tr>
<tr>
<td>Calico; Clean All;</td>
<td>Annual Supply of Cleaning</td>
<td>068-1412-</td>
<td>October 5, 2017 thru</td>
</tr>
</tbody>
</table>
HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This renewal report will be used for those bids, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT:  Budgeted
Funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES:  Not approve renewals and require new bids to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:  No

CLIMATE ACTION DISCUSSION:

Is this a grant?  No

Grant Amount:
<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Attachment</td>
<td>Konica State Contract Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Florida Superior Sand and Soil Tech Renewal / Margate</td>
</tr>
<tr>
<td>Attachment</td>
<td>Morton Salt / Sodium Chlorida / PBC Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Morton Salt / Sodium Chloride / PBC Renewal P2</td>
</tr>
<tr>
<td>Attachment</td>
<td>Iron Container Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Vehicle Maintenance Program Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>The Parts House Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Bennett Auto Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Eagle Auto Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Cold Air Renewal</td>
</tr>
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<td>Attachment</td>
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</tr>
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<td>Attachment</td>
<td>Nextran Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Pat's Pump Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>McNeilus Truck Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Southern Sewer Renewal</td>
</tr>
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<td>Attachment</td>
<td>Steve Moore Chevrolet Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Al Packer Renewal</td>
</tr>
<tr>
<td>Attachment</td>
<td>Delray Motors Renewal</td>
</tr>
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<td>Attachment</td>
<td>Calico Renewal</td>
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<tr>
<td>Attachment</td>
<td>Clean All Renewal</td>
</tr>
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<td>Dade Paper Renewal</td>
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<td>Neeld Paper Renewal</td>
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<tr>
<td>Attachment</td>
<td>Office Depot Renewal</td>
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<tr>
<td>Attachment</td>
<td>Pyramid Renewal</td>
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<td>Attachment</td>
<td>Office Cart Renewal</td>
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</table>

<table>
<thead>
<tr>
<th>Department</th>
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<tbody>
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<td>Finance</td>
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</tr>
<tr>
<td>Assistant City Manager</td>
<td>Howard, Tim</td>
<td>Approved</td>
<td>7/26/2017 - 9:28 AM</td>
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<td>Legal</td>
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<td>City Manager</td>
<td>LaVerriere, Lori</td>
<td>Approved</td>
<td>7/28/2017 - 8:56 AM</td>
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</tbody>
</table>
AMENDMENT NO.: 5
Contract Renewal
Contract No.: 600-000-11-1
Contract Name: Multifunction Products, Printers, Facimile Equipment, Scanners, Related Software, Supplies, and Services

This Amendment ("Amendment"), effective as of August 4, 2017 or the last date signed by both Parties, to the state term contract for Multifunction Products, Printers, Facimile Equipment, Scanners, Related Software, Supplies, and Services, Contract No. 600-000-11-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Konica Minolta Business Solutions USA, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department originally entered the Contract with Konica Minolta Business Solutions USA, Inc. on August 4, 2010, for the provisions of Multifunction Products, Printers, Facimile Equipment, Scanners, Related Software, Supplies, and Services and is scheduled to expire on August 3, 2017; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the Contract; and

WHEREAS the Parties agree to renew the Contract as provided in section 4.26 "Renewal" of Contract No. 600-000-11-1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following;

I. Contract Amendment.
   a) The contract is amended to rename section 3.22.1 "Diversity" of the Contract to be "Diversity Reporting," delete it in its entirety and replace it with the following:

   The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small businesses to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

   Upon request, the Contractor shall report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.
Subcontractors
The Contractor shall not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

b) The Contract is further amended to delete the content under section 2.19 “Public Records” in its entirety and replace it with the following:

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

(1) The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

(2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701, F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency in order to perform the service.

(b) Upon request from the public agency, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

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

**Protection of Trade Secrets or Other Confidential Information**

(1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(2) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as "confidential."

**Retention of Records**

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

c) The Contract is further amended to delete the content under section 4.14 "Transaction Fee" in its entirety and replace it with the following:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.
d) The contract is amended to include section 5.40 "Contractor Cerification" and include the following:

If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not participating in a boycott of Israel, not listed on either the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may terminate this Contract under section 287.135(3)(c), F.S.

II. Contract Renewal. Pursuant to section 4.26 of the State Term Contract, the State Term Contract No. 600-000-11-1 is renewed for a period of one (1) year at the same terms and conditions, with a new contract expiration date of August 3, 2018.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective Party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

By: 

Name: Erin Rock
Title: Chief of Staff
Date: 2-20-17

Contractor:
Konica Minolta Business Solutions USA, Inc.

By: 

Name: Kristen Mckee
Title: Director Gov't Contracts
Date: 11/14/14

State Term Contract No.: 600-000-11-1
Page 4 of 4
CITY OF MARGATE, FLORIDA

RESOLUTION NO. 17-091

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING A LIMITED THREE MONTH TERM RENEWAL FROM THE CURRENT EXPIRATION DATE OF AUGUST 18, 2017 FOR THE MULTIPLE AWARD OF BID NO. 2015-015 - AGGREGATES, TOP SOILS AND SAND (CO-OP BID) WITH FLORIDA SUPERIOR SAND, INC. AND SOIL TECH DISTRIBUTORS, INC.; PROVIDING FOR PRICING AND ALL OTHER TERMS AND CONDITIONS APPROVED UNDER RESOLUTION 16-240 TO REMAIN UNCHANGED; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves a limited three month term renewal from the current expiration date of August 18, 2017 for the multiple award of Bid No. 2015-015 - Aggregates, Top Soils and Sand (co-op bid) with Florida Superior Sand, Inc. and Soil Tech Distributors, Inc.

SECTION 2: That the Mayor and City Manager are authorized and directed to execute a contract for the above, or Administration is authorized to issue a purchase order for same.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 5th day of JULY, 2017.

ATTEST:

JOSEPH J. KAVANAGH
CITY CLERK

MAYOR TOMMY RUZZANO

RECORD OF VOTE

Caggiano  YES
Simone    YES
Peerman  YES
Schwartz  YES
Ruzzano  YES
May 16, 2017

Morton Salt, Inc
Carrie Koch, Sales Representative
P.O. Box 93082
Chicago, IL 60673

TERM CONTRACT #16043A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for SODIUM CHLORIDE, SOLAR SALT QUALITY, BULK DELIVERY based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #16-043/ZG in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 08/20/17 through 08/19/18, and has an estimated dollar value of $567,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual “Delivery Orders” against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order (“DO”) and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor’s Legal Name; Vendor’s Address; and Vendor’s TIN/FEIN Number on the Vendor’s bid/quote/response must be exactly the same as it appears on the invoice and in the County’s VSS system that can be accessed at https://pcbyssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Zulma Gasca, Senior Buyer at zgasca@pbcgov.org or (561) 616-6848.

Sincerely,

Kathleen M. Scarlett
Director

c: Vernetta Green, Water Utilities
File
### PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL

#### BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
05/16/2017

<table>
<thead>
<tr>
<th>Contractor(s)</th>
<th>Project</th>
<th>Contract Amount</th>
<th>Department(s) or Division(s)</th>
<th>Executor</th>
<th>Minutes #</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXHIBIT A</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allied Universal Corporation, Univar USA, Inc.</td>
<td>Increase of term contract for the purchase and delivery of sodium hydroxide (25%) for the period 08/16/2016 through 08/15/2017 per Master Agreement #16040.</td>
<td>Increased Amount: $ 90,200.00 Total with Increase: $288,200.00 SBE: $0</td>
<td>Water Utilities Department 4001-720-2532-5205 4001-720-2533-5205 4001-720-2582-5205 4001-720-3GUA-5205</td>
<td>Scarlett</td>
<td></td>
</tr>
</tbody>
</table>

The County has expended or encumbered $197,978 ($23,291/month) during the previous eight and one half (8.5) months of the current twelve (12) month term contract. Water Utilities Department requests an increase of $90,200 over the previously authorized amount of $198,000 for the remaining three and one half (3.5) months of the term contract. The original amount of the contract is $198,000. This increased amount is necessary to maintain odor control at Lake Region Water Treatment Plant #11 and maintain the pH levels within the wastewater treatment process. This term contract has four (4) twelve (12) month renewal options. One (1) Awardee is located out of State and one (1) Awardee is located outside Palm Beach County in the City of Miami, Florida. No SBE vendor submitted a bid on this project.

#### EXHIBIT B

| Morton Salt, Inc. | Renewal of term contract for sodium chloride (solar salt quality) for the period 08/20/2017 through 08/19/2018 per Master Agreement #16043A. | $567,000.00 SBE: $0 | Water Utilities Department 4001-720-2531-5205 4001-720-2532-5205 4001-720-2535-5205 | Scarlett |           |

The County has expended or encumbered $451,893 ($54,751/month) during the previous eight and one quarter (8.25) months of the current twelve (12) month term contract. The original amount of the contract is $451,800; however, $567,000 is needed to meet the County’s requirements through the expiration of this new twelve (12) month renewal term contract due to an increase in water production to meet customer demands. This term contract has three (3) twelve (12) month renewal options remaining. Awardee is located out of State. The original bid was established by a competitive selection process. No SBE vendor submitted a bid on this project.
July 12, 2017

BID: ANNUAL SUPPLY OF METAL CONTAINERS AND ROLL-OFFS

BID No.: 059-2510-15/JMA

Agreement between the City of Boynton Beach and IRON CONTAINER, LLC:

BID RENEWAL TERM: SEPTEMBER 2, 2017 TO SEPTEMBER 1, 2018

✓ Yes, I agree to renew the existing bid under the same terms, conditions, and pricing for an additional one-year term.

____ No, I do not wish to renew the bid for the following reason(s) ___________________________

________________________

IRON CONTAINER, LLC

NAME OF COMPANY

[Signature]

NAME OF REPRESENTATIVE
(please print)

[Signature]

DATE

7/13/17

E-MAIL

j.charles@ironcontainer.com

SALES DIRECTOR

TITLE

305 726 2150

(AREA CODE) TELEPHONE NUMBER

America's Gateway to the Gulf Stream
May 17, 2017

VMP
3595 N. Dixie Hwy. Bay #7
Boca Raton, FL. 33431

ATTN: Barry Friedman

RE: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”
BID #: 052-1412-16/MFD

Dear Mr. Friedman:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
BID NAME: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”

BID NO.: 052-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Vehicle Maintenance Products;

☐ Yes, I agree to extend the existing Bid for the Annual Contract for Aftermarket Automotive Parts under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s): __________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

VEHICLE MAINTENANCE PRODUCTS

NAME OF REPRESENTATIVE (please print)

BARBY FRIEDMAN

DATE

5/5/17

DIRECTOR OF OPERATIONS

TITLE

SIGNATURE

AREA CODE) TELEPHONE NUMBER

561-362-6080

AMERICA’S GATEWAY TO THE GULFSTREAM
May 17, 2017

The Parts House
1855 SW 4th Ave. STE. B30
Delray Beach, FL. 33444

ATTN: Blake Blumerstock

RE: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”
BID #: 052-1412-16/MFD

Dear Mr. Blumerstock:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

[Signature]

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
BID NAME: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”

BID NO.: 052-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and The Parts House;

✓ Yes, I agree to extend the existing Bid for the Annual Contract for Aftermarket Automotive Parts under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

____ No, I do not wish to renew the agreement for the following reason(s): ________________

______________________________

______________________________

THE PARTS HOUSE

Blaise Blumerstick
NAME OF REPRESENTATIVE
(please print)

6/13/17
DATE

Sales Rep
TITLE

BR
SIGNATURE

954-969-9910
(AREA CODE) TELEPHONE NUMBER

America's Gateway to the Gulfstream
May 17, 2017

Bennett Auto Supply, Inc.
3141 SW 10th Street
Pompano Beach, FL 33069

ATTN: Jennifer Clukey

RE: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”
    BID #: 052-1412-16/MFD

Dear Ms. Clukey:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
   Central File
BID NAME: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”

BID NO.: 052-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Bennett Auto Supply;

✓ Yes, I agree to extend the existing Bid for the Annual Contract for Aftermarket Automotive Parts under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

____ No, I do not wish to renew the agreement for the following reason(s): ______________________

______________________________

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______________________________

BENNETT AUTO SUPPLY

Jennifer Clukey
NAME OF REPRESENTATIVE
(please print)

Jennifer Clukey
SIGNATURE

Director of Sales
TITLE

954-335-8723
(AREA CODE) TELEPHONE NUMBER

AMERICA’S GATEWAY TO THE GULFSTREAM

DATE

10/05/17

Page 83 of 452
BID NAME: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”

BID NO.: 052-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Eagle Auto Parts;

Yes, I agree to extend the existing Bid for the Annual Contract for Aftermarket Automotive Parts under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

No, I do not wish to renew the agreement for the following reason(s):

____________________________________________________________________

____________________________________________________________________

EAGLE AUTO PARTS

Steven Brand
NAME OF REPRESENTATIVE (please print)

DATE 6/15/17

954-520-5768
(AREA CODE) TELEPHONE NUMBER

SIGNATURE

President/Owner
TITLE

AMERICA'S GATEWAY TO THE GULFSTREAM
May 17, 2017

Cold Air Distributors
3053 Industrial 31st Street
Ft. Pierce, FL 34946

ATTN: Stephanie Hansford

RE: “ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES”
   BID #: 052-1412-16/MFD

Dear Ms. Hansford:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

[Signature]

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
   Central File
BID NAME: "ANNUAL SUPPLY OF AFTERMARKET AUTOMOTIVE PARTS, ACCESSORIES AND SUPPLIES"

BID NO.: 052-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Cold Air Distributors;

✓ Yes, I agree to extend the existing Bid for the Annual Contract for Aftermarket Automotive Parts under the same Terms and Conditions for an additional year; September 4, 2017 through September 3, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s): ______________________________________________________________________

________________________________________________________________________________

COLD AIR DISTRIBUTORS

Kerry Humphreys
NAME OF REPRESENTATIVE
(please print)

6/7/17
DATE

Kerry Humphreys
GENERAL MANAGER

722-466-3036
(AREA CODE) TELEPHONE NUMBER

Signature

America's Gateway to the Gulfstream
BID NAME: "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

BID NO.: 053-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Palm Truck Centers;

Yes, I agree to extend the existing Bid for the Annual Contract for Large Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

No, I do not wish to renew the agreement for the following reason(s): 

________________________

________________________

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________________________

PalM TrUck CeNteRS

Frank HeIFrIzh

NAME OF REPRESENTATIVE

(please print)

6/5/17

DATE

________________________

Signature

Title

511-478-4078

(area code) telephone number
May 17, 2017

Nextran Truck Center
7151 Industrial Dr. S.
Riviera Beach, FL 33404

ATTN: Jody Keene

RE: “ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT”
BID #: 053-1412-16/MFD

Dear Jody Keene:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
   Central File
BID NAME:  "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

BID NO.:  053-1412-16/MFD

Contract Renewal Period:  SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Nextran Truck Center;

Yes, I agree to extend the existing Bid for the Annual Contract for Large Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

No, I do not wish to renew the agreement for the following reason(s):

__________________________________________

__________________________________________

__________________________________________

NEXTRAN TRUCK CENTER

SIGNATURE

Troy Mohammed
NAME OF REPRESENTATIVE
(please print)

6/13/17
DATE

(561) 842-6225
(AREA CODE) TELEPHONE NUMBER

PARTS MANAGER
TITLE

AMERICA'S GATEWAY TO THE GULFSTREAM
May 17, 2017

Pat’s Pump & Blower
2141 West Church St.
Orlando, FL. 32805

ATTN: Kevin Fender

RE: “ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT”
BID #: 053-1412-16/MFD

Dear Mr. Fender:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dAUTam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dAUTam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
BID NAME: "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

BID NO.: 053-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Pat’s Pump & Blower;

☐ Yes, I agree to extend the existing Bid for the Annual Contract for Large Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s):

__________________________________________

__________________________________________

PAT’S PUMP & BLOWER

__________________________________________

NAME OF REPRESENTATIVE
(please print)

__________________________________________

DATE

__________________________________________

800-359-7867
(AREA CODE) TELEPHONE NUMBER

__________________________________________

SIGNATURE

__________________________________________

V.P. Managing Member
TITLE

AMERICA’S GATEWAY TO THE GULFSTREAM
May 17, 2017

McNeilus Truck & Manufacturing
1700 NW 33rd Street
Pompano Beach, FL. 33064

ATTN: Tyler Lerman

RE: “ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT”
BID #: 053-1412-16/MFD

Dear Mr. Lerman:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

[Signature]

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
   Central File
BID NAME: "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

BID NO.: 053-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and McNeilus Truck;

X Yes, I agree to extend the existing Bid for the Annual Contract for Large Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

____ No, I do not wish to renew the agreement for the following reason(s): __________

______________________________

______________________________

______________________________

______________________________

MCNEILUS TRUCK

Steve Inman
NAME OF REPRESENTATIVE
(please print)

DATE

6-8-17

SIGNATURE

Breach Manager
TITLE

678-673-9485
(AREA CODE) TELEPHONE NUMBER

AMERICA'S GATEWAY TO THE GULFSTREAM
May 17, 2017

Southern Sewer Equipment Sales
3409 Industrial 27th Street
Fort Pierce, FL. 34946

ATTN: Mike Wood

RE: "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

Dear Mr. Wood:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
BID NAME: "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

BID NO.: 053-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Southern Sewer Equipment Sales;

☑ Yes, I agree to extend the existing Bid for the Annual Contract for Large Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s):

_________________________________________________________

_________________________________________________________

SOUTHERN SEWER EQUIPMENT SALES

Felix Denmon
NAME OF REPRESENTATIVE
(please print)

Vice President
TITLE

June 5, 2017
DATE

(800) 782-4134
(AREA CODE) TELEPHONE NUMBER

AMERICA'S GATEWAY TO THE GULFSTREAM
BID NAME:  "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR SMALL AND LIGHT DUTY VEHICLES AND EQUIPMENT"

BID NO.:  054-1412-16/MFD

Contract Renewal Period:  SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Steve Moore Chevrolet;

X Yes, I agree to extend the existing Bid for the Annual Contract for Small Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

____ No, I do not wish to renew the agreement for the following reason(s): ______________________

__________________________

__________________________

__________________________

__________________________

STEVEMOORECHEVROLET
GREENACRES

JACK KELLY
NAME OF REPRESENTATIVE
(please print)

6/12/2017
DATE

954-914-1540
(AREA CODE) TELEPHONE NUMBER

AMERICAS GATEWAY TO THE GULFSTREAM
The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

May 17, 2017

Al Packer Ford Lincoln
1530 N. Military Trail
West Palm Beach, FL. 33409

ATTN: Millie Perez

RE: “ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR SMALL AND LIGHT DUTY VEHICLES AND EQUIPMENT”
BID #: 054-1412-16/MFD

Dear Ms. Perez:

The above referenced Bid will expire on September 3, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
BID NAME: "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR SMALL AND LIGHT DUTY VEHICLES AND EQUIPMENT"

BID NO.: 054-1412-16/MFD

Contract Renewal Period: SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Al Packer Ford Lincoln;

Yes, I agree to extend the existing Bid for the Annual Contract for Small Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

____ No, I do not wish to renew the agreement for the following reason(s): ____________________________

______________________________

AL PACKER FORD LINCOLN

______________________________
SIGNATURE

______________________________
Millie Perez
NAME OF REPRESENTATIVE
(please print)

______________________________
Fixed Operations Director
TITLE

______________________________
4/5/17
DATE

561-689-6550 X1380
(AREA CODE) TELEPHONE NUMBER

AMERICA'S GATEWAY TO THE GULFSTREAM
BID NAME:  "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR SMAL AND LIGHT DUTY VEHICLES AND EQUIPMENT"

BID NO.:  054-1412-16/MFD

Contract Renewal Period:  SEPTEMBER 4, 2017 THROUGH SEPTEMBER 3, 2018

Agreement between the City of Boynton Beach, and Delray Motors;

_X__ Yes, I agree to extend the existing Bid for the Annual Contract for Small Truck OEM Parts and Service under the same Terms and Conditions for an additional year: September 4, 2017 through September 3, 2018.

_____ No, I do not wish to renew the agreement for the following reason(s):

________________________________________

________________________________________

________________________________________

DELRAy MOTORS

Brian Thomas

NAME OF REPRESENTATIVE (please print)

06/05/17

DATE

561-454-1917

(AREA CODE) TELEPHONE NUMBER

AMERICA'S GATEWAY TO THE GULFSTREAM
BID NAME: “ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES”

BID NO.: 068-1412-16/MFD

Contract Renewal Period: OCTOBER 5, 2017 THROUGH OCTOBER 4, 2018

Agreement between the City of Boynton Beach, and Calico Industrial Supply;

X Yes, I agree to extend the existing Bid for the Annual Contract for Supply of Cleaning Chemicals under the same Terms and Conditions for an additional year: October 5, 2017 through October 4, 2018. *** with a requested 3.99% as per PPI, Southeast Information Office, Commodities: Group: Chemicals and Allied Products (paperwork attached)

No, I do not wish to renew the agreement for the following reason(s): ________________________________

______________________________________________

CALICO INDUSTRIAL SUPPLY

SIGNATURE

Chris Hartnett
NAME OF REPRESENTATIVE
(please print)

Sr. Director of Bids/Contracts
TITLE

9 June 2017 DATE

(800) 638-0628 (AREA CODE) TELEPHONE NUMBER
Databases, Tables & Calculators by Subject

PPI Commodity Data

Series Id: WPU86
Not Seasonally Adjusted
Group: Chemicals and allied products
Item: Chemicals and allied products
Base Date: 1982=100

Data extracted on: June 8, 2017 (4:40:33 PM)

Download: [xlsx]

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P: Preliminary. All indexes are subject to revision four months after original publication.

Download: [xlsx]
BID NAME: "ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES"

BID NO.: 068-1412-16/MFD

Contract Renewal Period: OCTOBER 5, 2017 THROUGH OCTOBER 4, 2018

Agreement between the City of Boynton Beach, and Clean All Products;

X Yes, I agree to extend the existing Bid for the Annual Contract for Supply of Cleaning Chemicals under the same Terms and Conditions for an additional year: October 5, 2017 through October 4, 2018.

_____ No, I do not wish to renew the agreement for the following reason(s): ________________

______________________________
SIGNATURE

CLEAN ALL PRODUCTS

Rick Borosky
President

NAME OF REPRESENTATIVE
(please print)

06/05/2017
DATE

772-546-6694
(AREA CODE) TELEPHONE NUMBER

America's Gateway to the Gulfstream
May 17, 2017

Dade Paper & Bag Co.
9601 NW 112th Ave
Miami, FL. 33178

ATTN: Debbie Insuastil

RE: “ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES”
BID #: 068-1412-16/MFD

Dear Ms. Insuastil:

The above referenced Bid will expire on October 4, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us
Thank you.

Sincerely,

[Signature]
Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
BID NAME: "ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES"

BID NO.: 068-1412-16/MFD

Contract Renewal Period: OCTOBER 5, 2017 THROUGH OCTOBER 4, 2018

Agreement between the City of Boynton Beach, and Dade Paper & Bag:

✓ Yes, I agree to extend the existing Bid for the Annual Contract for Supply of Cleaning Chemicals under the same Terms and Conditions for an additional year: October 5, 2017 through October 4, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s): ____________________________

__________________________
DADE PAPER & BAG, LLC

__________________________
Debra L. Insuasti
NAME OF REPRESENTATIVE
(please print)

(813) 123-4567
DATE

__________________________
BID SUPERVISOR
TITLE

__________________________
SIGNATURE

(305) 305-2000
(AREA CODE) TELEPHONE NUMBER

America's Gateway to the Gulfstream
May 17, 2017

Neeld Paper and Supplies Inc.
1134 53rd Court North
West Palm Beach, FL 33407

ATTN: Kathleen Healy

RE: “ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES”
BID #: 068-1412-16/MFD

Dear Ms. Healy:

The above referenced Bid will expire on October 4, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
   Central File
BID NAME: "ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES"

BID NO.: 068-1412-16/MFD

Contract Renewal Period: OCTOBER 5, 2017 THROUGH OCTOBER 4, 2018

Agreement between the City of Boynton Beach, and Neeld Paper and Supply;

Yes, I agree to extend the existing Bid for the Annual Contract for Supply of Cleaning Chemicals under the same Terms and Conditions for an additional year: October 5, 2017 through October 4, 2018.

No, I do not wish to renew the agreement for the following reason(s): ____________________________

__________________________
NAME OF REPRESENTATIVE
(please print)

__________________________
SIGNATURE

__________________________
DATE

__________________________
(AREA CODE) TELEPHONE NUMBER
May 17, 2017

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496

ATTN: Jim Pollman

RE: “ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES”
   BID #: 068-1412-16/MFD

Dear Mr. Pollman:

The above referenced Bid will expire on October 4, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dau tam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dau tam@bbfl.us.

Thank you.

Sincerely,

[Signature]
Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
   Central File
BID NAME: "ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES"

BID NO.: 068-1412-16/MFD

Contract Renewal Period: OCTOBER 5, 2017 THROUGH OCTOBER 4, 2018

Agreement between the City of Boynton Beach, and Office Depot;

✓ Yes, I agree to extend the existing Bid for the Annual Contract for Supply of Cleaning Chemicals under the same Terms and Conditions for an additional year: October 5, 2017 through October 4, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s): 

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

OFFICE DEPOT

Jim Sullivan
NAME OF REPRESENTATIVE
(please print)

6/14/17
DATE

Vice President
TITLE

786-225-8000
(AREA CODE) TELEPHONE NUMBER

AMERICA'S GATEWAY TO THE GULFSTREAM
## Essendant Co. overview of price changes effective January 1, 2017

<table>
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<tr>
<th>Vendor</th>
<th>Effective in Industry</th>
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<th>Comments</th>
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<tr>
<td>Bobbrick</td>
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<td>Brandywine/Bright Air</td>
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<td>Bright Air Freshners</td>
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<td>Varies</td>
<td>Parts and accessories</td>
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<td>3-8%</td>
<td>Changing Stations</td>
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<td>Rubbermaid</td>
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<td>6-8%</td>
<td>on most categories</td>
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<td>1/1/2017</td>
<td>3-4%</td>
<td>Dispensers and Foodservice Smallwares</td>
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This communication serves as a general notice of anticipated changes to current pricing and provides an average cost change which Essendant was notified of by October 1, 2016.

Please note these changes cover most vendors and products within our nationally stocked portfolio. Products that are only available in select branches may not be included. To receive item-specific pricing contact you customer service rep at Essendant directly.
IMPORTANT SALES ANNOUNCEMENT

Dear Valued Customer:

This is to inform you that Abco Products will be implementing a Price Increase effective Jan 5, 2017.

WET MOPS
- All Rayon and Cotton Cut End Mops + 6%
- All Looped End Wet Mops +5%
- Disinfectant looped End Wet Mops +6%

DUST MOPS
- Dust Mops +4.0%

CORN BROOMS
- Corn Brooms +5 %

SCRUB BRUSHES
- All purpose +5%
- Metal +6%

HANDLES
- Wet Mop Handles +6%
- Wood Handles +5%

As we continue to provide you with a well known product line; our company still faces the realities of the cost of manufacturing continuing to increase.

All orders received by Jan 5, 2017 we will honor pricing for 2016.

On behalf of Abco Products; I appreciate your business and wish you continued successs.

Kind regards,

Christopher Meaney
Vice President of Sales & Marketing
ABCO CLEANING PRODUCTS
6800 NW 36 Avenue, Miami FL 33147
January 14, 2017

To all our valued customers and business partners:

Enclosed you will find the original notification of the price increase, along with the new price list that goes into effect immediately.

All terms and conditions have remained the same.

Our overall increase this year is estimated at 5% which accounts for increased cost due to manufacturing expenses.

If you have any questions please contact your local sales representative.

Thank you for your business support.

Christine Brandish
Sales Manager
October 10, 2016

Dear Rubbermaid Customer,

Thank you for you continued support of our brands and businesses. As you are aware, the global raw material environment continues to be volatile. Over the last 60 days, we have experienced significant cost increases on the resin to a greater extent than projected in our previously announced price increase from last November of last year. The outlook for the near term in 2016 continues to show increases.

We have been evaluating this volatile market to determine if these conditions would necessitate pricing action. Rubbermaid has worked diligently to offset the impacts of the market conditions through multiple productivity initiatives, but unfortunately we are unable to absorb the full burden of these material increases from our suppliers. As a result, Rubbermaid Commercial Products will increase prices 4% to 6% effective January 15, 2017 on selected products. Your Newell Rubbermaid representative will contact you to discuss the transition to the new pricing.

As always, thank you for your continued support of our businesses.

Best Regards,

Mark Jackmore
VP, Trade Marketing
Commercial Products Segment
BID NAME: “ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES”

BID NO.: 068-1412-16/MFD

Contract Renewal Period: OCTOBER 5, 2017 THROUGH OCTOBER 4, 2018

Agreement between the City of Boynton Beach, and The Office Cart;

☑ Yes, I agree to extend the existing Bid for the Annual Contract for Supply of Cleaning Chemicals under the same Terms and Conditions for an additional year: October 5, 2017 through October 4, 2018.

☐ No, I do not wish to renew the agreement for the following reason(s):

THE OFFICE CART

Kim Anderson
NAME OF REPRESENTATIVE

(please print)

6/14/17
DATE

561-244-2268
(AREA CODE) TELEPHONE NUMBER

Kim Anderson
SIGNATURE

PRESIDENT
TITLE

AMERICA’S GATEWAY TO THE GULFSTREAM
May 17, 2017

The Office Cart LLC
1475 West Cypress Creek Rd.
Suite 100
Ft. Lauderdale, FL. 33309

ATTN: Osnak Mercival

RE: “ANNUAL SUPPLY OF CLEANING CHEMICALS AND JANITORIAL SUPPLIES”
BID #: 068-1412-16/MFD

Dear Mr. Mercival:

The above referenced Bid will expire on October 4, 2017. The Bid Documents allow for a one year renewal. Therefore, the City of Boynton Beach would like to renew the existing agreement under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, with Commission approval, the Bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Warehouse Manager, at dautam@bbfl.us. We look forward to continue working with you. If you should have any questions, please contact Michael Dauta, Warehouse Manager, via email at dautam@bbfl.us

Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

c: Michael Dauta – Warehouse Manager
Central File
COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Approve the minutes from the City Commission Budget Workshop meeting held on July 18, 2017.

EXPLANATION OF REQUEST:
The City Commission met on July 18, 2017 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

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<td>☐ Minutes</td>
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REVIEWERS:

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<th>Reviewer</th>
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<tbody>
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<td>Stanzione, Tammy</td>
<td>Approved</td>
<td>7/20/2017 - 10:18 AM</td>
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MINUTES OF THE CITY COMMISSION BUDGET WORKSHOP
HELD ON JULY 18, 2017, AT 10:00 A.M., AT THE BOYNTON BEACH LIBRARY,
PROGRAM ROOM, 208 S. SEACREST BOULEVARD
BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Christina Romelus, Commissioner
Mack McCray, Commissioner
Joe Casello, Commissioner, *(arrived 10:45 a.m.)*

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

Chair Grant called the workshop to order at 10:08 a.m.

Lori LaVerriere, City Manager, recapped the workshop held on July 17th and advised the Commissioners reviewed the General Fund and the larger departments. She asked if the Board was satisfied with what was presented. Mayor Grant thought the City should market the Mae Volen service as he noted there was $100,000 budgeted. He was aware it was a transport service provided to residents and residents were upset about the Shopper Hopper. He thought more information about the Mae Volen Center, what it is and how residents can use it, would be beneficial.

Wally Majors, Recreation and Parks Director, explained the Mae Volen Center provides transportation to the Senior Center and other points of interest popular with the seniors such as shopping centers. The bulk of the service is basically free to senior patrons that participate in the Senior Center Food Program. If the patron contacts the Volen Center the day before, they will provide free door to door service to the Senior Center and back home. Any other route would cost $3 each way. It is very economical compared to alternative transportation and the service has been ongoing for four to five years. The City had a prior transportation service, but it was a lot more expensive due to staff and maintenance expenses. He receives very positive feedback and the Volen Center has been very reliable and responsive to the City’s needs.

Commissioner McCray commented he visits the Senior Center every day and he hears complaints about the Mae Volen buses not always being timely.

UTILITY FUND:

Colin Groff, Assistant City Manager, advised last year the City finished a five-year series of rate increases, and none were proposed for the next five to 15 years; however, it is important to ensure the treatment plants do not get to the point where the system is unsustainable or have enough funds to operate. Clean water is important as is sewerage. Staff will provide options in August.
Meeting Minutes  
City Commission Budget Workshop  
Boynton Beach, Florida  
July 18, 2017

The budget this year is $46.5 million which is an increase of $4 million. The increases are caused by direct overhead increases which are the monies the Utilities Department provides to the General Fund to pay for employees that work in the General Fund that work on utility issues. There are also new positions such as the Community Standards Officer regarding plumbing/code issues and an IT professional to help with IT and Utility software needs. Mr. Groff explained 7.5% of utility revenue is transferred to the General Fund and this year, the transfer amount is $250,000.

The Department is attempting to replace and repair (R&R) to avoid borrowing money. As a result, the Department is raising the R&R revenues to $1.6 million of current revenue. Debt service increased slightly due to the new bond floated a few months ago, which was the second phase of the long-term bond. The amount will decrease in five years when an older bond is paid off. Chemical costs also increased.

Commissioner McCray noted there were issues connecting the east plant to the west plant and was informed the City received $110,000 in damages from the contractor. The project came in under budget although the City lost about four months from the project due to the contractor’s failure to do the job correctly.

Each division was reviewed. The budget for Customer Relations was down 21% due to outsourcing the billing and retiring old equipment. The City eliminated two customer service positions through attrition, and refocused some customer service employees to the front room as improvements are being made every day. One Utility Field Technician in meter services was added. A Network Administrator and a Community Standards Officer position were also added. The positions would be paid for with funds from the Utilities Fund that were transferred into the General Fund. There is a vacant Engineering Technician position that will be upgraded. It was noted the Utilities Department is moving towards an Enterprise Asset Management system which is making sure each asset owned by Utilities is documented, inspected annually, its condition recorded and replaced just before they fail.

Commissioner McCray inquired about fire hydrant replacement and has not seen any in District II. Mr. Groff explained the Department is replacing about 50 to 60 hydrants a year. They are scattered throughout the City and they are replaced as they fail. New projects will have new hydrants. He advised there are about 4,000 hydrants in the City.

Mr. Groff explained Utilities management develops operating costs based on past data. They use GIS, hydraulic modeling, asset management, Supervisory Control and Data Acquisition (SCADA) and other tools to determine and meet future demands and equipment replacement. In the past, this was done by best educated guess based on a five-year cycle and management set rates based on those factors. The methodology, however, did not permit management to develop a sustainable utility from a rate standpoint or project needs 20 and 30 years into the future. Utilities management has developed a new way of reviewing rates by taking all the data the department receives daily from all its equipment which is entered into a software system that identifies where
to build projects and what rates are needed to cover costs over the long term. The process is known as data optimization. The data is stored locally on a server and cloud and is routinely backed up, thereby eliminating the need to maintain software. Employees also have an Enterprise Platform which allows them to access the data on their phones when they are in the field, replacing maps and other needed information. There are about 70 to 80 phones which also serve as radio system.

Asset management allows staff to have complete records of the equipment including when the equipment was last touched, how long a job took, what the cost of the equipment was, its condition and when it needs to be replaced. Management runs the reports monthly and the engineers develop plans on what they will do over the next six months as it pertains to equipment. Employees will receive work tickets via phone and complete the ticket by phone providing information on how long they were at the site and what they did. This helps management do a better job managing its money.

The Department uses hydraulic modeling which is the pipe system in the computer that has the ability to run various models to assist staff provide better service and identify problems. Models are run all the time for water, wastewater, reuse, gravity sewer, forced mains and stormwater. When new projects are presented, staff uses the model to determine if they need a larger line or pump station. The software allows staff to plan what is actually needed for the next 20 years.

Staff enters projects into E-builder which stores information about the project including costs, schedules, plans and documentation. Mr. Groff explained E-builder will also be used by Public Works to track projects and develop a Capital Improvement Plan to meet adequate service levels. Based on acquired service levels, staff determines operating costs. The model is used to run rate scenarios to develop the lowest rates possible for the customer and ensure every dime is spent in the right place to maintain service levels. Mr. Groff reiterated staff has never had this tool before and most utility services do not have it. Staff selects the project, funding needed and timing to see how it impacts rates. If staff does not like the rates, staff redoes the project. Mr. Groff explained this was done once or twice every five years. With the software, Mr. Groff was able to review 50 projects in two hours. The Capital Plan for 2017 will be online for the public to view as well as the capital plan worksheet projected out 20 years.

Commissioner McCray asked if all the schools have reclaimed water and learned not all do, but staff is planning to do so. He inquired if reclaimed water is used at night for Galaxy Elementary School.

Michael Low, Manager, Technical Services, responded Galaxy has their own supply as well as the ball fields behind the school and the grounds, generally, are watered in the evenings. Every location with reclaimed water has a sign posted. Mr. Groff anticipated tripling the customer base for water reuse this year, but they have to build a tank. A map of projects was viewed including neighborhood projects. Staff will begin Seacrest Corridor, Phase II, next year. It is a $10 million project which includes water, storm
water and other improvements. The department will rehab and replace pump stations and the list included other R&R projects. Pump stations last about 20 years and the City has about 220 of them.

Commissioner Romelus noted there was an issue at Pence Park and learned it was addressed. Commissioner McCray pointed out some park land was lost due to the improvements made including new sewer and water lines. He asked if reclaimed water was available at the park and was informed it would soon and staff will post signs about reclaimed water. There was an issue with sewer backing up in the restroom so the water and sewer lines were replaced. It was noted Sara Sims Park was not on sewer.

Utility acquisition funds were included in the budget as the Department was speaking with other utility systems and staff wanted to ensure there was funding for the City to acquire those systems. Ms. Romelus asked about flooding by SE 28th and 31st and learned there is a stormwater project proposed to address flooding by the hospital in 2020. If staff planned the project this year and it was a simple project, it could be addressed; if it is complicated with a lot of piping, the permits alone take a year. Mr. Groff advised projects are moved all the time. He listed some of the ongoing projects and agreed to send specifics to Commissioner Romelus.

The Operations and Maintenance (O&M) budget and revenue projections without rate adjustments were reviewed. Mr. Groff explained the Department approaches large customers, such as High Point and Sterling Village regarding reclaimed water as it saves money on the cost of developing potable water. He further explained if the Department does not adjust the rates, there will be deficit spending. The model enables staff to analyze the issue and adjust rates annually for inflation and labor inflation. The index affects materials and transportation costs, and all costs except for utilities, personnel, wages and construction. Staff estimated there will be a 1% labor inflation rate, overall.

The Utilities Department spends over $2 million a year on electric. The wastewater treatment plant electric bills are $1.1 million a year and Boynton Beach pays 60% and Delray Beach pays 40%. The water plant electric bills are $950,000 a year and the pump stations are $300,000. Mayor Grant queried if there were ways to generate energy. Mr. Groff explained there is a large generator at the East Water Treatment Plant with a natural gas line that could be used, but it would not, even with a 20% savings per year, pay for itself in 20 years. As the City builds new structures, energy costs are being reduced and efficiency is increasing. Staff is always looking for ways to reduce, but self-generation is expensive and there are a lot of by-products that have to be disposed. In a downtown area, a district energy plan would be a good method. Another way to generate energy at a wastewater plant is the methane produced by the breakdown of the solids. Mr. Groff explained the City sends its solids to the County, but the contract will expire in eight years. Staff will look at onsite generation. Mayor Grant suggested they consider it in the future as the price of natural gas and generators may go down. He asked about using solar trees or shades, and learned they do not produce
a lot of power. Mayor Grant asked about the cost for the City to generate its own power at the wastewater plant at Ocean Park which Mr. Groff would forward.

Commissioner McCray inquired if anything could be placed on top of the water tank to generate energy. Mr. Groff responded it would not be economical, nor is there much space. The tower holds a million gallons of water and uses gravity to maintain water pressure, otherwise the City would have to use ground pumps which are costly.

Commissioner Romelus asked about solar farms. Mr. Groff responded the City does not own an electric utility plant and it would not be economical, but staff could discuss it with FP&L. He thought the City would do better to encourage citizens to participate with FP&L. Ms. Romelus noted they are requiring developers in the downtown to have energy efficiency and did not see why they could not put solar panels on the roof. Mr. Groff advised the Building Department has incentives that encourage LEED Building.

(Mr. Casello arrived at 10:45 a.m.)

Commissioner Romelus asked about inflation spikes. Mr. Groff responded staff reviews inflation, takes averages and feels it is better to adjust rates slowly as things cost more. The rates are currently in ordinance format, and he would prefer a rate resolution. Staff would recommend policies to cap rates and use reserves. Commissioner Romelus commented some individuals pay a $100 utility bill and others pay $300 or $400. She asked if everyone paid a flat rate and learned they did not. Charges are based on usage. It was fair across the Board.

Ms. LaVerriere asked if the system fluctuates down and learned it did. By Ordinance, staff reviews rates once every five years and the point was raised staff had not contemplated the state of the economy. By using a rate resolution, adjustments can be made. Commissioner Romelus wanted language in the resolution indicating that in times of negative inflation, rates will be adjusted down. Mr. Groff demonstrated how adjustments can cover the cost of the service. They hope as they improve services, costs will diminish. Next year, staff will recommend a no percent increase, only an adjustment by inflationary numbers. It is a new concept being introduced this year. The proposed rates reflected a small increase across the board. Ms. Romelus liked the model, but was skeptical. Mayor Grant asked if staff could cap the inflation and learned a cap was recommended on both sides. If staff does not do a good job reading the data and building the system, the calculations could be done incorrectly and wreak havoc with the budget. This model reflects if they meet the needs of the citizens every month. Mr. Groff advised staff is proficient and can do the job.

Ms. Romelus queried whether staff was incorporating new density from development and learned they were. Some projects will have to be constructed to meet demand. The CIP includes those projects and others will be constructed by the developer to ensure capacity. Staff will return in August with a rate resolution and actual bills in different scenarios will be reviewed.
Commissioner McCray advised citizens are telling him the water bills keep increasing and they want someone to check for leaks. Mr. Groff responded staff can check and he recommended customers learn how to read the meters. Customers also can sign up for abnormal use service and they will offer a credit if customers identify a leak. The Department has the technology to detect leaks and the meters read every 10 minutes. Staff will review exceptions and determine if they should contact the customer. Mr. Groff noted a leaky toilet can raise a bill $50 a month. Commissioner McCray asked how staff would contact residents and learned customers can provide contact information.

- Operating
- Capital

Mr. Groff explained the capital budget has three categories of projects which are non-surtax, the one-cent tax and the golf course.

**Jeff Livergood**, Director of Public Works, explained staff dedicated about $3 million this fiscal year of surtax revenue for street improvements including patching every public street, sidewalk repair on the majority of streets in the City and upgrading thermoplastic pavement markings. About 80% of the smaller projects are bid. The sidewalks and pavements are proceeding this year. The construction work on them will extend beyond this fiscal year, but the dollars will roll over with the projects while working on next year’s capital projects. Staff noted there will be no sidewalk or street projects in the CIP over the next few years because the City is putting so much emphasis on them this year.

Mr. Livergood explained when the surtax was proposed, each municipality submitted a list of projects to the League of Cities that will be addressed using surtax funds and the City submitted its five-year capital plan. The projects totaled about $4.2 or $4.3 million worth of projects each year and fortunately, the project list was about equal to the anticipated surtax revenue. There are two primary CIP funds: 302 which are the non-surtax fund and 304 funds which are internal. Non-surtax funds cannot be used for new endeavors and has an existing fund balance. Staff took its maintenance list, which is surtax eligible and created a 303 fund from which the City will spend the surtax funds allocated to the City. The CIP this year is basically the same as in prior years, with a few smaller projects, cost changes and priority rankings. One priority change was the Town Square. He commented the surtax replaced debt. This year, the five-year capital plan was funded and in prior years, the same plan was not funded and relied on debt.

Mr. Livergood explained he served on the League of Cities Surtax Oversight Committee and he reviewed projects from other municipalities. He noted one major change to the City’s five-year CIP was a column named Town Square. He advised there are a number of projects planned for 2017/2018 that uses $4.6 million of the surtax funds throughout the community. In FY 2018/2019 all of the surtax funds will be used for the Town Square project. Staff reallocated funds to the needs of the Town Square project as staff would have spent $750,000 on City Hall and maintenance at the Library, Art Center and
others. The City will then restart in earnest, community projects in 2019/2020 and beyond.

Mr. Livergood reviewed the following projects that would be addressed in the five-year plan as follows:

Boynton Beach Boulevard Extension, including repair of the planter boxes and the irrigation was budgeted for $115,000. The CRA will also share in the cost. The planter boxes and pavers will be rebuilt in a different way as they are hit all the time and they will address the irrigation. Mayor Grant asked if reclaimed water was available and learned potable water would be used until reclaimed water becomes available. The parking lot was for available for anyone. Mr. Casello asked how the planter boxes would be protected and learned there would be bumper stomps. Ms. Romelus asked why not discard them. Mr. Livergood responded planters would be constructed in different configurations and locations and have buffer overhangs so vehicles will not hit the planters if they hit the curb.

The Schoolhouse Children’s Museum, built in 1913, would have the exterior painted and minor soffit repair work. It was not anticipated there would be no damage to the school during development of the Town Square. Mr. Casello asked if it would be better to wait until the Town Square was constructed. Mr. Livergood responded it needs the paint now. There was also rust noted at the top of the building. The budget was $35,000.

The Public Works Compound, built in 1988, needs paint and the parking lot would be seal coated. The budget was $270,363. It was noted the compound formerly had underground tanks and now has above ground tanks. Commissioner McCray asked if public works would be moved. Mr. Livergood recalled at the time, the goal was to locate the compound to a separate location from a residential area because of deficiencies in the compound. Both of those goals took a back seat to improvements to the Fire Station and police station improvements, the Library and other community buildings. The Public Works compound has not been completed. Staff gets the work done, but the only problem there is the fleet maintenance bay. The bay would be addressed in years six through 10 of the surtax, but the City has other priorities that need to be addressed first. The interior of the fleet maintenance bay would be painted, install better lighting, make ADA improvements and address drainage as vehicles cannot fuel with heavy rain as the area floods. The last project was the scope and preliminary design to replace or relocate the fleet maintenance bay only as a standalone facility. Replacement of minor air handlers would also take place.

Betty Thomas Park, built in 2007, will have basketball markings and ADA improvements. The budget was $5,700.

Boynton Lakes Park will have the parking lot seal coated, replacement furnishings, cans and benches, replace fitness station replacement, resurface pathways, new playground
equipment replacement, meet ADA requirements and paint the gazebo. The budgeted amount was $106,558.

Ms. Romelus asked about water fountains, noting someone keeps dropping mulch in the fountains. Mr. Livergood explained drinking fountains in parks are a high maintenance item. Park crews go to the park once a week. If a fountain is plugged right after the crew leaves, it could take another week before it is discovered. Ms. Romelus asked if the two new positions will check the parks more often and learned this is a regular crew activity and he would not reassign them to the parks. Residents should call when the fountain is plugged or something needs attention.

The Carolyn Sims Center and Denson Pool improvements were combined. Both the pool building and the Sims Center will be painted. A pavilion in the back and table will be painted and the pool fence replaced. Commissioner McCray inquired if the fence would be chain link and learned it would be a decorative aluminum fence. Commissioner McCray wanted to ensure the fence will not let children slide through to go swimming. Commissioner Casello asked about security and was concerned about liability. Mr. Livergood explained security will be considered when reviewing the fence design. Staff will follow all reasonable standards in closing off the pool and will work with Recreation and Parks on the fence. There are other long-range improvements planned for these facilities in addition to the ones listed. The budget was $95,000.

The Ezell Hester Jr. Community Park will have $632,000 of improvements including park furnishings, office, lobby, pavilion, path, irrigation, fence and miscellaneous repairs. Painting and ADA improvements will also occur. Part of the old baseball field would be repurposed into a multi-purpose field and the HVAC units will be addressed. Mayor Grant asked if the sod would be replaced and learned the irrigation will help to renovate the sod. Staff will coordinate with the Wildcats to schedule time to let the fields rest. Commissioner McCray asked why pipes were filling up, and learned they are from wells and the pump pulls rust and other contaminants into the pipe. Mr. Livergood explained it was normal for well water.

The City tried to maintain the Intracoastal Park Clubhouse at a higher level. The Park was built in 2003 and the Clubhouse was built in 2007. Improvements last year included flooring and the walls. Improvements this year will include audio/video upgrades, carpeting, sealcoat the parking lot and refurbishing the pavilion restrooms to become ADA compliant.

Jaycee Park has three small pavilions that need paint, as did the restroom exteriors. The parking lot will be seal coated and the City will start to replace the poured in place play surface and incorporate interpretive markers. There is a plan for the next five years to address the playground surface including, repair, removal and mulch. Within a few years, the playground will be replaced. Presently, $64,000 was budgeted for the 2017 tasks.
The City will seal coat the Knollwood Park parking lot costing $3,000. Mr. Casello commented the pavers were sinking and learned staff will address them in house and not through the Capital Improvement Plan. The walking path will be addressed in the future. Mr. Casello asked if the rust issue was addressed and was informed it will not be fixed until the gazebo is replaced. The path overlay is scheduled to be addressed in 2025; however, Mr. Livergood explained that did not mean repairs would not be made sooner.

Laurel Hills Park will undergo basketball restoration which was basically an overlay. The budgeted amount was $8,000.

Mr. Livergood advised Mangrove Park had about $50,000 to refurbish the restrooms and replace interpretive markers, cans and benches. The parking lot fence is falling down and will be addressed as would ADA improvements. Staff was working with the County to determine how to take part of the aluminum walkway and move it to Oyer Park for the fishing pier. The goal was to move it somewhere else without destroying or changing the intent of Mangrove Park. Staff will have to wait until 2019 when funds will be available. Staff applied for grants, but had been unsuccessful. Ms. LaVerriere pointed out the project was a water project the City lobbied for, but the State cut. She advised the City will continue to apply for the funding. If the entire project was funded, the cost would be $1.7 million to replace. If staff repurposed some of the materials at Oyer Park, it would save $300,000 and cost between $900,000 and $1 million. Staff was attempting to do something good at both locations for half the price.

Mangrove Walk at the Marina was discussed. There was a wooden boardwalk which was removed three years ago and a wooden overlook and pavilion was added. The pathway was there for years. It needed an overlay and change of elevation, at a cost of about $49,500. There is power available and small minor events could be held on the premises. Ms. Romelus asked if staff received complaints about loitering in the area and learned the City would work with Casa Costa. High bushes attract sneaky people and discussions are ongoing how future improvements can be made with low level lighting and different landscaping that opens up both pathways.

Mr. Livergood advised Meadows Park by Congress Avenue is a heavily utilized park and staff budgeted $327,000 for improvements next year including, restroom refurbishing, painting and a fitness trail. There will be new tables, cans and benches. The surtax has allowed the City to obtain the new garbage cans, tables and benches. There will be repairs to the pathway and a portion of the tennis court fence. The parking lot will be seal coated and the playground equipment will be addressed. The playground has had a slide out of order for some time and noted the apparatus is 10 to 12 years old and it is hard to find replacement parts. Mr. Casello noted all the parks are getting pathways, but not Knollwood Park.

Oceanfront Park was budgeted $387,000 for repairs to the lower parking lot lights as there is corrosion failure where the fixture attaches. Staff will remove the north and
sails and poles which is part of the FPL Canopy project, refurbish the center sail and pole, repair the retaining wall and steps. Staff will replace the playground and review a long-range plan to see how to take advantage of the elevation difference with playground equipment. The City will sealcoat the parking lot, make ADA upgrades, and paint the beachfront pavilions/buildings, restrooms and openings.

Oyer Park repairs were mostly for the Coast Guard building and ADA improvements. Restroom exteriors will be painted and a ramp engineering study assessment will allow a consultant to make an assessment to obtain a 20-year life from the ramps. Interim repairs will be made within a few weeks to extend the life of the equipment for three to four years. Mayor Grant asked if the building at the entrance would be addressed and learned work was not in the plan, but minor repairs will be done in-house. Commissioner Romelus asked about the fishing pier and learned staff worked on the railings, shored them up, and did structural work underneath to extend the life for three years. By then staff will know the status of Mangrove Park and if they can move some of the aluminum walkways there. There was $120,000 budgeted for the improvements.

Commissioner Casello asked if there were plans to expand the docks and learned Mr. Livergood had not heard any, but they will use a portion of the dock area for a kayak facility. No complaints about the park had been received.

Palmetto Green Linear Park was located next to the C-16 Canal and the FEC railroad track. Planned improvements included ADA improvements, pathway resurfacing, restroom refurbishments and sealcoat the parking lot for a cost of $52,000.

Pence Park had $16,000 budgeted to replace cans and furnishings, refurbish and paint restroom and build new ADA parking spaces.

Pioneer Canal Park, off the C-16 Canal and 13th Avenue, will undergo minor repairs to the fishing pier, basketball and tennis courts and ADA repairs as the paths to the courts must be accessible. Other improvements included cans, benches and grill replacement, sand volleyball court refurbishments, creation of an accessible route, and restroom refurbishments. Improvement costs were $118,000.

Mr. Livergood noted a difference in the amount published in the budget book for Sara Sims Park which was $300,000 for a fence, was omitted. He explained this park has been widely discussed by the City and CRA. The new capital plan added the $300,000 for the fence in the park and this park's needs were deferred in the past. About $1.4 million will be spent using $776,000 of City funds and $600,000 from the CRA. Improvements include fencing, irrigation upgrades as there is already reclaimed water available in the area, parking lot repair, pavilion replacements from fire damage, ADA upgrades, sodding and landscaping, new restrooms, upgraded park lighting, new pathway construction and a park identifying feature at MLK Jr. and Seacrest Boulevards. Mr. Livergood explained public input meetings will be required to complete the design. Staff will need guidance where to place the fence and how to configure the
pathway. He will work with the project manager to build the park, but he has to know what to build and where to place items. A landscape architect for preliminary plans will be needed and then staff will complete the work.

Commissioner McCray noted the City developed a conceptual plan in 2010. Ms. LaVerriere noted the 2010 plan was a $6 million master plan which included expansion of the cemetery and a mausoleum. The current plan is much smaller. Commissioner McCray thought everyone was moving in different directions. Mr. Groff explained the master plan that was presented received a lot of good feedback which will be incorporated, but staff needs more meetings and will then bring in a designer. Several community meetings will be held with the CRA and the money will go a long way to make the park look nice. Commissioner McCray recalled staff was supposed to send out a questionnaire and learned the CRA was working on the questionnaire. He advised the majority of the individuals who live in District II do not want to be buried at Sara Sims as they wanted to use Boynton Beach Memorial Park. He commented Sara Sims Cemetery just happened, similar to Barton Cemetery.

Mr. Simon clarified the 2010 master plan was done by REG Architects. Multiple meetings were held and the comments were included in the 2014 HOB and 2016 CRA Redevelopment Plans. It is a 30-page plan detailing public input meetings and the plans are the drawings they continue to show. Since then, staff held public meetings and attendees had changed their minds. The plans shown from May 31 to the last meeting emanated from the 2010 charrettes with the HOB community with further input in 2014. The details under discussion came from the June and July meetings. The aesthetic improvements are the easy plan elements to improve while still working on a long-term plan. The community wants the basketball and handball courts to stay. A utility survey will go out in August. They discussed the baseball field at Galaxy as opposed to building a baseball diamond at Sara Sims. Mr. Casello commented they are spending $1.4 million on this park plus costs for all the other parks. He asked what guarantee there was the park will continue to look updated as he hears complaints about litter and glass. He questioned how will the park be maintained and thought if the City cannot maintain the parks, then the City should not have so many. Commissioner McCray noted Intracoastal Park still looks the same as when it was constructed. He supported giving the citizens what they ask for and not worrying about maintenance. The park was 20 years overdue.

The pavilion burned down as a result of arson/vandalism. Mr. Livergood explained when the City builds an asset, it is maintained to the appropriate life cycle. Different parks have different uses which require different maintenance cycles and use different techniques i.e. custodial or staff to maintain. He believed for the next nine years, there will be funds to maintain the park appropriately. His concern was from years nine and beyond when the surtax funds are over.

Mr. Livergood explained the Senior Center will receive flooring and awning repairs at an estimated cost of $46,000.
The Tennis Center will have the parking lot sea coated and receive ADA improvements on the sidewalks up to the building. It will receive upgrades to the landscaped and median areas and be redesigned to accommodate another solar panel from FPL. Commissioner Casello asked how many users were Boynton Beach residents. Mr. Majors estimated about 180 patrons were residents. There were a little over 200 plus permit holders and he thought there may be more non-resident members. Commissioner Casello asked what kind of revenue the Tennis Club generated as he wanted to know if it brought in a positive cash flow. He recalled a few years ago the Commission voted to improve the lighting. Mr. Majors explained all City facilities are subsidized and non-residents are charged a fee. They already pay a lot more than City residents, but not enough to maintain the center. Commissioner Casello thought the center was a liability.

Mayor Grant commented there are free tennis courts at other parks. A fee increase would have to be instituted to make the facility revenue neutral. Several years ago, staff increased the fee, but the City Commission elected to adopt a lower rate than staff recommended. It was the same concept at Oceanfront Park. Commissioner Casello thought at some point the facility should be revenue neutral. Mayor Grant disagreed and read the fees for the Tennis Center. Mr. Majors agreed to provide the actual number of non-residents using the facility. Mayor Grant estimated non-residents provide $40,000 to the park which is also attached to Barrier Free Park, which does not charge a fee.

Amy Blackman, Recreation Supervisor, explained there is a total of 140 permit holders apart from the individuals that play daily and a little less than half are non-residents. Vice Mayor Katz asked about the total revenue compared to the cost of operation which Ms. Blackman agreed to provide. He commented if the facility was costing hundreds of thousands of dollars for 70 residents and 70 non-residents, it may be an unnecessary expenditure and it should be reviewed. Mr. Majors explained the cost recovered at the facility was much better. He and Ms. Blackman investigated how others, such as Delray Beach, operate their facility and the Department, for the past five years, looked at other ways to manage the facility such as with a management company. There would still be some expenses to maintain the property. The Department also eliminated the tennis pro which saved $90,000. He advised the level of subsidy is not as high as was discussed and it is higher than most other City facilities.

Ms. LaVerriere inquired how often staff looks at fees compared to other providers and facilities and learned it is reviewed on an annual basis. A consultant had interviewed each Commissioner, talked about all the parks and the City’s philosophy. Mr. Majors explained they reviewed a pyramid. The bottom of the pyramid had programs completely subsidized such as parks, playgrounds and a pool. Those facilities benefit the entire community. The top of the pyramid was the activities that benefit individuals such as jazzercise and self-improvement classes. Those classes cover 100% of the cost, supplies and equipment. Fees can be adjusted. The Tennis Center fees were based on what fees staff thought was appropriate. All facilities and programs can be
analyzed, obtain feedback, but they try to keep fees affordable to families. One example is the summer camp, which is likely the least expensive in the County.

The Tennis Center was constructed in 1982. Vice Mayor Katz commented people need to pay for amenities that are not basic as Boynton Beach is not a rich city. He thought the City Commission should identify what needs to be tweaked. Ms. LaVerriere pointed out it is the Commission's job to set the policy what amenities are offered to the public, if it will be revenue neutral and it is pure policy. The Department is working on the Strategic Plan with Recreation and Parks. Wally advised they have a revenue policy manual which is a document, when changes are made, it is brought to the attention of the City Commission. The Tennis Center compared to Wellington, Boca Raton, Palm Beach Gardens. They are on the lower end of the fee range. Ms. LaVerriere explained that has been the policy history. Commissioner Casello commented every year the Commission reviews the budget and scrapes for the dollars.

Ms. Blackman explained the revenue from the Tennis Center was $160,000 and the expenses were $241,000. The Center has annual permit fees, and daily fees. It is a mixture of permits and all the other programs. Commissioner McCray asked, in reference to the accreditation, what the accreditation team said about the Tennis Center. Mr. Majors explained it was not necessarily a standard and it was not a discussion point for accreditation. It was one of many facilities that could be discussed.

Mr. Livergood explained staff conducted an assessment of fire station interior and exterior repairs. The cost of the repairs was estimated at $293,000 and included kitchen renovations and women's restroom repair at Station 2, concrete apron expansions, seal coat parking lot and west lot, paint apparatus bay ceiling, community room soffit and security and lighting at Station 3. Station 5 would be pressure washed and the exterior walls sealed. Commissioner Casello asked how much was spent on the new roof of the station and learned it was $30,000 from last year's budget. The air quality issue at the fire stations was resolved.

Streets, sidewalks and bridges was previously reviewed. The amount budgeted was $185,000.

Information Technology had been in the capital budget for a number of years and had $463,000 budgeted for improvements. Mr. Livergood advised an IT representative was present to answer questions about the improvements. Listed improvements were antivirus and PC replacement, PC and server replacement for Utilities, a new switch and data center, a network infrastructure replacement and SCADA for utilities, a SAN storage and server replacement, also for Utilities.

The General Surtax Capital fund 303 had $226,000 budgeted for branding. Improvements included City-wide building and park signage. Mr. Livergood pointed out the fires stations and park signs were different and some of them were dilapidated. Staff sought to unify them.
The Non-surtax Capital fund 302 had $1,375,890 budgeted and some dollars in this funds will be supplemented to add up to the project costs. This fund is used for new endeavors and initiatives. The golf course is listed in this fund and is the capital funding that comes from the golf course and their fees. It is listed in the 302 fund because money comes in and is spent. The golf course has a surcharge and part of the fee is for capital improvements. A map of the City showing the location of the projects was viewed.

Commissioner Romelus inquired about minority and local hires and was informed by Tim Howard, Assistant City Manager, the draft policy was on his desk. It was drafted by Economic Development and has been partially reviewed by Legal. Mr. Howard can code a field in the vendor file to track the vendor hires. He has the language for the bid document and they can track it from there. Many projects would be broken down into smaller components. On a department level and project basis, some projects will lend itself to this method where others may not so much. These will be based on project manager and department head expertise and knowledge. The smaller components will focus on the bid language and help with the tolerance level for the additional cost for local preference, and it will be noted on the bid if a project will not be broken apart. The Commission will see an outline and the tolerance level next month. These projects will be in place October 1st and the policy will already be in place. The existing procurement policy indicates anything over $25,000 requires a formal bid process and a reply by a certain date. The ones under $25,000 are written quotes and are handled by individual departments and is still being adjusted. It will be ready for review by August.

Vice Mayor Katz requested verification regarding the smaller project components, there will be a threshold of the premium they pay and learned there would and the tolerance threshold needs to be tracked. Most policies reviewed have a tolerance percentage and a dollar maximum per bid. The City Commission can adjust the threshold. With this type of policy, the entire City is eligible to respond to the local business endeavor and would be weighed equally. Mr. Howard agreed and explained local businesses with a Business Tax Receipt within corporate limits of Boynton Beach will be given preference. Commissioner Romelus preferred to include areas near Boynton Beach; however, Mr. Howard explained there would be tracking issues.

Mayor Grant recessed the meeting for lunch at 12:41 p.m. and reconvened the meeting at 1:08 p.m.

Ron Tapper, Golf Course Manager, showed pictures of the golf course greens and driving range tee renovations and advised he anticipated the course would be open in September or soon thereafter. The driving range would be renovated with Celebration Grass on the Tee-box. The grass on the greens is TIF Eagle which takes a few months to take hold. He hoped by the first week in September, everything would be open at the Golf Course, including the driving range.
The Administration budget had a 3.45% increase and the maintenance budget reflected a 22% decrease due to the $300,000 loan they took for the greens. Mr. Tapper advised the golf carts will be four years old in November and the lease will expire. Management is looking to add seven vehicles, six of which will be maintenance vehicles and one vehicle to be the bag cart. Staff sought to enter into an annual lease ensuring every four years, there are new vehicles. Mr. Tapper reviewed staff will purchase a range ball dispenser upgrade for $6,000. There are currently two machines for range balls. One dispenser will accept debit or credit card payments so golfers do not have to go into the shop and it will eliminate tokens which are expensive to purchase.

The maintenance budget reflected staff will replace and purchase new equipment such as $14,000 for fumigation of airways so bugs do not eat roots. Commissioner McCray asked how often the course is fumigated and learned it can occur twice a year. Last year, the course was fumigated once and staff did not fumigate this year. Staff spot fumigated, but the $14,000 would cover all 18 holes. There was also a $32,000 reduction in pension costs due to converting five full-time positions into part-time positions. Additionally most priority jobs start at 6 a.m. and last to about 11 a.m., which was when the part-time worker would go home.

This year, to assist with revenue, the price structure will be changed under Recreation and Parks. The Golf Course fiscal year is November 1st through October 31st, because the summer months go through October 31st. This gives the golf course flexibility to open up areas with tee times. The golf course prime time is 7 a.m. to 12 noon. To stay competitive, they have to move rates around. He noted 7 a.m. to 8 a.m. is difficult because Park Vista High School students block the driveway on Jog Road and he has been fighting this with the school. There is a Sheriff substation nearby and staff advises golfers to arrive early as 6:45 a.m. to 7:21 is a problem. Membership rates are changing. In the past, the $65 Links Club Card gave a discount rate throughout the year. There were also annual permit holders who pay $725 a year and who pay a card fee. There are only 69 permit holders, which was decreasing each year, and over 600 club card holders. Mr. Tapper explained all golf courses sell a card. Most revenue is received through a daily fee which has to be competitive. If someone comes in off the street, the Links will be within a few dollars of the rate the Club Card was last year. This year will be more affordable. In the last year and a half, staff noticed the budget totals were off 400 to 600 hours for the season.

Commissioner McCray explained the golf course was very popular years ago. Mr. Tapper agreed, but pointed out there were no county courses at that time. There are six public golf courses and the Links has to be more affordable. Staff noticed there are three or four tee times per day, that if filled three times, the Links will be over budget. Staff polled golfers if the greens would attract golfers and all agreed. The Links was doing away with the annual permit holder who pays the card fee. Staff will supplement those patrons by having a premium membership of $2,700 for November through April, when the course makes their revenue and the Links will allow three payments to cover the payment. The Links was looking for people loyal to the golf course and keep it
affordable to those walking in off the street. Mr. Tapper explained the average rounds were 44,000 rounds per year on the championship course and staff is confident it will increase to 49,000 rounds on the same course. When taken in conjunction with the family course, which does about 16,000 rounds, there are 64,000 rounds which will bring in more revenue. The driving range has 58,000 rounds and staff anticipated 60,000 rounds will be played. He commented the driving ranges suffer wear and tear. The new grass being added to the ranges was a more durable grass. Staff enlarged the driving range to have more hitting areas and it will be revenue driven and consistent.

Commissioner Casello asked if Mr. Tapper checked with other courses and learned he had. Patrons having a premium season membership November to April will not pay any card or greens fees. Mr. Casello thought there may be some issues with the fees. Mr. Tapper commented permit sales were diminishing and the Links should cater more to daily fees. Staff knows where the percentages are and where they have to go to. Commissioner Casello also pointed out another problem with the Links was the distance off the main road. There is a parcel of land available for sale for a long time. He thought if they incorporated that land with the opening of the course, it would increase visibility. Mr. Groff agreed and explained staff was also working with the County to place a sign in the median and there is a hedge that blocks the sign. The Concert on the Green was successful and they will do it again. Commissioner Casello commented first impressions mean a lot and the City has one chance to show the Links as a premier golf course offering a fair price. The Links has one of the best layouts in South Florida. It made money in the past and the reserves were depleted.

Commissioner McCray asked what was occurring with the restaurant and pro shop and learned the clubhouse will be renovated. Mr. Casello asked about marketing and learned the City would market every way they can including events attracting non golfers. The golf course has a Facebook page, staff has an email list with 5,000 addresses. Staff proposed to use the front entrance to advertise new greens were coming as thousands of cars drive past each day. Staff has some new ideas how to market. Commissioner McCray noted September was fast approaching.

Mr. Howard explained some of the budgets were previously discussed.

- Solid Waste

This item was previously discussed.

- Fleet

Mr. Howard explained the proposed budget was $8.2 million. The current year budget was $6.1 million. The City serviced and purchased vehicles based on the schedule from Public Works. The warehouse is where the products purchased by the City is stored and then distributed. Self-insurance was previously discussed, including the premiums on the insurance policies and claims on workers compensation and liability.
Special revenue funds were smaller funds. Traffic safety was budgeted for the current year, but was not budgeted in the upcoming hear. He noted this was the Red Light Camera Program. The local option gas tax is funds received from the State. The City received $1.2 million this year, and will receive $1.3 million in the coming year. He explained these funds are transferred back to the General Fund or the 302 General Capital Fund. The amount transferred to the 302 Fund is used for sidewalk, roadwork repaving and striping. The Art in Public Places program has $250,000 and was budgeted for $237,000 next year. Recreation and Parks projects were discussed by Mr. Majors and had $837,000 this year. Next year the department would receive $768,000 including classes in the Civic Center. Community Improvements were budgeted for $234,000 and would receive $238,000 in the upcoming year. He explains Octavia Sherrod runs the CDBG and SHIP program. Her staff is funded through administrative fees from CDBG and SHIP. Mr. Howard explained 5% or 10% of SHIP funds and 20% of CDBG funds can be used for administrative fees. He agreed to forward the amount of SHIP funds received to Commissioner McCray. The Cemetery was budgeted for $354,000 this year and was budgeted for $338,000 for the coming year. He noted a consultant had been retained to replat the Cemetery which occurred this year.

Mr. Howard explained the City paid debt service was $9.4 million. This year debt service will be $9.5 million and next year, when the public service tax fund, the City will pay the debt service the City has on the outstanding public service tax bonds. The remainder will be transferred back into the General Fund. The amount for the upcoming year is $6.5 million.

- Risk

This item was previously discussed.

- Other

This item was previously discussed.

PUBLIC COMMENTS

Cindy Falco-Dicorrado, 316 NW 1st Avenue, commented they attended an event at the golf course and they missed the entrance once. She explained it was nice, but the entrance was a long drive. She liked the venue and thought the public and communities will become aware of the amenity. She asked if the clubhouse was available to be rented for different functions and learned it was not at this time. She thought it so. It would be a great amenity as individuals like to get married on greens.

Susan Oyer, 140 SE 27th Way, suggested the City increase developer fees for all projects over $1 million. Ms. Oyer advised she went to McDonalds the night before and someone overdosed at McDonalds and it happens often. She hoped there would be a way to recover costs for those services. Ms. Oyer wanted to see an increase in fees the
Meeting Minutes
City Commission Budget Workshop
Boynton Beach, Florida

July 18, 2017

City charges other cities for utilities service and understood some fees other cities are paying are less than what residents pay. She recommended all City and CRA properties given to development should have a fee imposed, perhaps a percentage of its value. She noted the City provided active shooter employee training and asked why the Advisory Boards did not receive training. She questioned why the Assistant Director of Public Works position was eliminated and understood Mr. Livergood would be retiring. She thought the assistant director's position was a good training opportunity to take over his job. She understood two new grounds crew were being hired and asked if they would address medians. She emailed a study about LED warm white lights was less disruptive to the circadian rhythm. She heard about a landfill that would soon be closed and asked about converting the property to a solar farm. She commented usually the public receives a breakdown of the budget by department, but did not receive one this year. Ms. LaVerriere explained there were copies in the back of the room. Ms. Oyer understood reclaimed water was cleaned 23 times and is cleaner than regular tap water. Mr. Groff explained it is not cleaner than tap water and tap has chemicals added to make it taste better. Reclaimed water is disinfected and cleaned to the point where it can be drunk. Some parts of the country use reclaimed water as drinking water, but it is not the practice used in Florida. She noted lights are kept on longer at Betty Thomas Park, but there is a drug problem. She requested more cameras and lights be installed.

Irwin Cineus, 223 NE 12th Avenue, asked about training for jobs associated with the upcoming new development. Mayor Grant commented the CRA requires the developer to hire locally. He recommended going to Palm Beach County Adult Education Services. He asked if the Utility district is its own entity and learned it is a fund and its boundaries extend outside of the City of Boynton Beach to Military Trail, to Hypoluxo, and encompasses other municipalities. The City oversees the Utility Department. He spoke about funding utilities and asked about utility funds. Mr. Groff explained utility funds are generated by customer fees. When the City has capacity projects, the City borrows money and the new customers pay it back through capacity fees. Mr. Cineus asked about the 6320 model and thought there are ways the community can claim some of the fee increases on their taxes. It was like a rebate. Residents can claim the increases on their taxes. Mr. Groff explained residents have a 7.5% gross revenue dividend that is paid from Utilities to the General Fund. The P3 model is a different model. Mayor Grant explained the amount can be adjusted. He asked if the 7.5% is the highest amount permitted by law. Mr. Groff explained it is a policy decision. The City is rated by rating agencies on its borrowing which sets the interest rates. If the rate is too high on the transfer, the valuation from the rating agency goes down. The optimum point, based on utilities in the U.S. is about 7.5% which was appropriate, but it could be reviewed in the future when the next bond is over.

No one else coming forward, Public Comments was closed.

ADOPTION OF PROPOSED MILLAGE RATE RESOLUTION
Mr. Howard explained he needed consensus on the option of raising the monthly garbage fee $1 which will be presented to the City Commission for first reading on August 1st and second reading on August 15th to be effective October 1st. He clarified the increase was part of the rate structure in the proposed budget. Consensus was also needed for Mr. Groff to approach the City Commission in August to discuss replacing utility rates contained in ordinance form with a Resolution so the City can notify customers in September.

Commissioner McCray did not favor the budget, nor was he in favor of the raising solid waste rates or the $20 fire assessment increase.

Commissioner Romelus agreed with Commissioner McCray, but noted there are a lot of financial problems and they have to try to prevent loss of income in the future. In light of what is pending over the next few years, because of what has been proposed in Tallahassee, the City had to leave no stone unturned and looked at every line item. She commented if this was the way to achieve the goal and it shores up services for residents, she would support the increase. She pointed out about 77% of the budget goes to personnel and she was okay with the wages. She did not like the numbers, but understood the need for the increase. There are no federal and state funds available for the unfunded mandates that are imposed. She would support it reluctantly.

Mr. Casello asked when the last increase in trash occurred and learned it was two years ago. He liked the garbage, police and fire services. He likes sidewalks and the way the City looks, but it comes with a cost and costs will increase. He did not like the increase, but understood the need for them and would support them.

Vice Mayor Katz advised he will regularly seek pro-growth and development projects that will improve the City and its tax base. He spoke about fiscal responsibility and making difficult cuts. He did not favor the increases for either item. The third one was the utility schedule.

Mayor Grant understood the fire assessment was enacted for a new fire station and thought now it was a personnel and pension issue. He felt fire services were a vital part of the City. He was not happy it was more for people in the Fire Department and he did not think there will be another hike for fire assessment soon. Raising the millage rate will not affect people making under $200. Some people will see a 10% increase. He spoke regarding the garbage fees and commented some residents did not get trash picked up yesterday because there were not enough trucks or personnel. To continue the service of two pickups a week and recycling, the City needs to charge more to be more competitive. As for utility rates, Mayor Grant felt instead of having a flat five-year plan, it made the most sense to base it on inflation with a cap. Utility bills would have gone down and the City would not have to increase taxes. There was consensus for the millage rate to remain at 7.9 mills which is the same as the current year’s millage.
Attorney Cherof read Proposed Resolution R17-064 announcing the proposed millage rate for the general operating budget for fiscal year 2017/2018 and setting a roll back rate and setting the date, time and place for the first public hearing and providing for an effective date. Embedded in the Resolution is the proposed millage rate of 7.9000 which is a roll back rate of 7.4224. There will be a first public hearing on the budget on September 7th at 6:30 p.m. at City Hall Commission Chambers.

Vote

The City Commission passed Proposed Resolution R17-064 4-1. (Commissioner McCray dissenting.)

ADOPTION OF PRELIMINARY FIRE ASSESSMENT RATE RESOLUTION

Attorney Cherof read Proposed Resolution R17-065 relating to the provision of Fire Rescue Services, pursuant to programs in the City of Boynton Beach, describing the method of assessing Fire Rescue Assessment Costs against assessed property, located in the City of Boynton Beach, directing the preparation of an assessment role, authorizing a public hearing and directing the provision of the notice and providing an effective date. The rates will be changed to $120.

Vote

City Clerk Pyle called the roll. The Resolution was passed 3-2 (Vice Mayor Katz and Commissioner McCray dissenting.)

Attorney Cherof advised the Public Hearing on the Fire Assessment will occur at the same time as the City Commission meeting. (September 7, 2017)

Commissioner McCray inquired if the hardship program for individuals who cannot pay was still in place and learned it was. Mr. Howard explained information about applying for the program will be on the website, at all recreation facilities and City Hall, and he will announce it at the September hearing for final adoption. The hardship is based on income level.

Ms. Romelus opposed this assessment as it is a tax raised and levied against everyone and they are assessed the same way across all income levels. In 2019, the City anticipates being imposed a $2 million levy due to the homestead exemptions as residents can deduct an extra homestead exemption, and it will reduce City revenues by $2 million. She explained they have to put their money where their mouth is to maintain the same level of service. The City laid people off in the past that were needed and recaptured some of its former levels of service, but did not see where cuts would be made to personnel. She explained by imposing the additional homestead exemptions, Tallahassee was making it difficult for cities to conduct normal operations. She noted there is a huge attack on Home Rule occurring and Tallahassee is attempting to remove
city government authority to the point that Tallahassee would operate its municipalities. She advised it is intentional and the City Commission should be mindful.

Commissioner McCray explained he did not support the fire assessment because when it was enacted, the citizens were ensured it would sunset. The City did not keep its word and it will be a continuous tax. As for raising utilities and solid waste fees, he thought if residents were receiving quality services, he could support it, but District II residents complained.

Commissioner Casello advised over 6,000 properties pay $200 or less in ad valorem taxes and use the same services as others paying for their properties. He supported the fire assessment and thought it was fair. As for the trash pickup, the City will have three or four new trucks. There were no problems in District IV regarding trash pickup and he acknowledged there may have been times it was delayed or missed by a day which is caused by a truck breakdown or employee not coming in. He was happy with his bill and commented he was getting what he paid for.

Vice Mayor Katz had no comments.

Mayor Grant congratulated staff and looked forward to a better Boynton Beach. He announced the millage rate was 7.9 mills and the City will send out information regarding the fire assessment.

Ms. LaVerriere explained this is a difficult time for elected officials and for her having to bring bad news about raising costs and fees. She agreed about the attack on local governments and there is a local priority aggressively emanating up to the State from all municipalities to try to continue to sustain cities. The City wants better things and to provide great services, but it comes with a cost. She explained this was a tough budget as they cut almost $4 million and some items were cut to the bone. Staff works hard to find new money and not ask the City Commission to make hard decisions. She thought the City has a good budget, can make improvements in some areas and stay the course in others. It can be done incrementally and she thanked the City Commission for the support.

Ms. Romelus thanked staff for their hard work.

ADJOURNMENT

Motion

There being no further business, Commissioner Romelus moved to adjourn. Commissioner McCray seconded the motion.
Vote

The motion passed 5-0. The workshop was adjourned at 2:15 p.m.

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Justin Katz

Commissioner - Mack McCray

Commissioner - Christina Romelus

ATTEST

Commissioner - Joe Casello

Judith A. Pyle, CMC
City Clerk

Catherine Cherry
Minutes Specialist
CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Authorize issuing a purchase order to M&M Asphalt Maintenance Inc., d/b/a All County Paving of Delray Beach, FL, in the amount of $175,685.91, plus a 10% contingency in the amount of $17,500.00 for a total cost of $193,185.91 for the purpose of restriping several of the City's streets utilizing the City of West Palm Beach's Paving Contract #16393 pricing, terms and conditions. The City of West Palm Beach bid satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
The finance department has confirmed with the City of West Palm Beach and the contractor that we are able to utilize this contract. The Finance Department also has the complete City of West Palm Beach Contract on file. The City of West Palm Beach’s competitive bid process satisfies the City of Boynton Beach’s competitive bid requirements.

Over the past several years, City staff and elected officials have received a growing number of complaints from the residents and visitors regarding the faded or missing pavement markings. As such, staff proposes to reapply the thermoplastic pavement markings. The proposed purchase order with M&M Asphalt Maintenance Inc. is utilizing the City of West Palm Beach General Roadway and Miscellaneous Construction Contract #16393.

The useful life of thermoplastic strips is about 24 months. As pavement marking age, their reflective qualities deteriorate due to loss of adhesion with the pavement and loosening and detaching of the glass beads embedded in the markings. The degradation process is accelerated by extreme weather conditions and vehicle off-tracking (where vehicle tires travel directly on the striped lines). In our climate, the marking material damage is caused by expansion and contraction of the marking and pavement at different rates, which results from extreme temperature fluctuations. Also breakdown of the chemical bond and resins and pigment components of the markings have been attributed to ultraviolet rays.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Restriping will provide pavement markings for a minimum of 2 years.

FISCAL IMPACT: Budgeted
This project will be funded by the sale tax dollars. The proposed construction cost, plus contingency is $193,185.91 and shall be funded from the Transportation/Roadway component of the City’s FY 2016/17 Capital Improvement Plan. Funding shall include 175,685.91 from Street Maintenance/Impr. (Project Number: CP0266, and Account Number 303-4905-580.63-08)

ALTERNATIVES:
Defer all the striping to a future year (not recommended). The use of paint is not allowed by code.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A
CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

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<td>Attachment</td>
<td>Proposal from All County</td>
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<td>Attachment</td>
<td>Copy of Piggy Back Contract</td>
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REVIEWERS:

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City of Boynton Beach’s Proposed Sale Tax Striping Projects
Location Cost

[Map showing locations with red dots]

LEGEN:  
- Location of Project

Page 140 of 452
### July 14, 2017

**For:** City of Boynton Beach

**Project:** Boynton Beach Thermo

**Location:** Summary Sheet

---

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**Summary Total:** $175,685.91

---

**Future Projects (not included):**

- NE 3rd St (Boynton Beach Blvd to NE 9th Ave)
- SE 36th Ave - Northside Only (Seacrest To Tracks) - Tracks To Federal Hwy - All
- Industrial Ave New Layout & Restripe

---

Tim - These are the projects I want to proceed.
### Project: Boynton Beach Thermo

**Location:** Railroad Ave (Boynton Beach Blvd To NE 10th Ave)

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**Thermo Total:** $12,054.60

*Pricing as per City of West Palm Beach Piggy Back*
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: SW 35th Ave (Congress To Park Entrance)

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<tr>
<td>78</td>
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<td>64</td>
<td>EA</td>
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Thermo Total: $2,683.80

*Pricing as per City of West Palm Beach Piggy Back
**July 14, 2017**

**For:** City of Boynton Beach  
Striping

**Project:** Boynton Beach Thermo

**Location:** NW 7th Court (Boynton Beach Blvd To NW 13th Ave)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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**Thermo Total:** $1,300.80

*Pricing as per City of West Palm Beach Piggy Back*
For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: NW 7th Street (Boynton Beach Blvd To SW 13th Ave)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Type</th>
<th>Qty</th>
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Thermo Total: $1,233.00

*Pricing as per City of West Palm Beach Piggy Back
## July 14, 2017

**For:** City of Boynton Beach  
**Project:** Boynton Beach Thermo  
**Location:** NW & SW 7th Street (Boynton Beach Blvd To SW 4th Ave)

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**Thermo Total:** $1,079.40

*Pricing as per City of West Palm Beach Piggy Back*
For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: SW 25th Place (Approach To Congress Only)

<table>
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Thermo Total: $285.70

*Pricing as per City of West Palm Beach Piggy Back
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: SW 27th Ave (Approach To Congress Only)

<table>
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<td>$66.00</td>
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<tr>
<td>68</td>
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<td>13</td>
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<td>$28.60</td>
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Thermo Total: $383.40

*Pricing as per City of West Palm Beach Piggy Back*
July 14, 2017

For: City of Boynton Beach

Project: Boynton Beach Thermo

Location: Winchester Park Blvd (Boynton Beach Blvd To Old Boynton Road)

<table>
<thead>
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<td>$3,069.00</td>
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<td>$363.00</td>
</tr>
<tr>
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Thermo Total: $14,396.40

*Pricing as per City of West Palm Beach Piggy Back
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: NW 31st Terrace (Collins Lane) (Boynton Beach Blvd To Congress Ave)

<table>
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Thermo Total: $4,816.20

*Pricing as per City of West Palm Beach Piggy Back
July 14, 2017

For: City of Boynton Beach
Striping

Project: Boynton Beach Thermo
Location: NW Commerce Rd (High Ridge To Tri-Rail Entrance)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Type</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
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*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $4,907.21
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: High Ridge Rd (Curve - South End North To Miner Rd)

<table>
<thead>
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<th>Description</th>
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<th>Unit Price</th>
<th>Total</th>
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<td>70</td>
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<td>Thermo</td>
<td>19</td>
<td>EA</td>
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<td>$1,881.00</td>
</tr>
<tr>
<td>71</td>
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<td>EA</td>
<td>$121.00</td>
<td>$242.00</td>
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<td>78</td>
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<td>$4.40</td>
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<td>Thermo</td>
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<td>EA</td>
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<td>$484.00</td>
</tr>
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Thermo Total: $15,763.80

*Pricing as per City of West Palm Beach Piggy Back
**July 14, 2017**

**For:** City of Boynton Beach

**Project:** Boynton Beach Thermo

**Location:** Park Ridge Blvd (From Curve At High Ridge To High School Entrance)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Type</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>General</td>
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<td>$2,501.84</td>
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<td></td>
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</tr>
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<td>62</td>
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Thermo Total: $7,749.00

*Pricing as per City of West Palm Beach Piggy Back*
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: Quantum Blvd (Congress To Gateway)

<table>
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<tr>
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<td>LS</td>
<td>3,380.21</td>
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<tr>
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<td>719.40</td>
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<tr>
<td>67</td>
<td>18&quot; White</td>
<td>136</td>
<td>LF</td>
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<td>299.20</td>
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<tr>
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<td>18&quot; Yellow</td>
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<td>981.20</td>
</tr>
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<td>66</td>
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<td>LF</td>
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<td>1,881.00</td>
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<td>71</td>
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<tr>
<td>71</td>
<td>Stencil - &quot;MERGE&quot;</td>
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<td>EA</td>
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<td>EA</td>
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Thermo Total: $39,747.90

*Pricing as per City of West Palm Beach Piggy Back
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: Citrus Park Blvd (Lawrence Rd East To Crosswalk - Not Including Crosswalk)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>General</td>
<td>1</td>
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<tr>
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<td>1</td>
<td>LS</td>
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<td>$750.00</td>
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<tr>
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<td>$72.60</td>
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<td>66</td>
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<td>70</td>
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<td>Thermo</td>
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<td>EA</td>
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<td>$297.00</td>
</tr>
<tr>
<td>71</td>
<td>Stencil - &quot;MERGE&quot;</td>
<td>Thermo</td>
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<td>EA</td>
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<td>RPM - W/R (Remove &amp; Replace)</td>
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*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $3,136.80
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: Sandalwood Court (Congress Ave To Miner Rd)

<table>
<thead>
<tr>
<th>Item No.</th>
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<th>Unit Price</th>
<th>Total</th>
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<tbody>
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<td>General</td>
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<td>LS</td>
<td>$900.00</td>
<td>$900.00</td>
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<td>24&quot; Solid White</td>
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<tr>
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<td>18&quot; Yellow</td>
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<tr>
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</tr>
<tr>
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<td>EA</td>
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<td>$990.00</td>
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<td>RPM - Y/Y (Remove &amp; Replace)</td>
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<td>RPM - W/R (Remove &amp; Replace)</td>
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<td>35</td>
<td>EA</td>
<td>$4.40</td>
<td>$154.00</td>
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*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $11,070.00
July 14, 2017

For: City of Boynton Beach
Striping

Project: Boynton Beach Thermo

Location: Meadows Blvd (North Entrance - Entrance Only)

<table>
<thead>
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<th>Item No.</th>
<th>Description</th>
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<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>Maintenance of Traffic</td>
<td>General</td>
<td>1</td>
<td>LS</td>
<td>$150.00</td>
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<td>69</td>
<td>Thermo 24&quot; Solid White</td>
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<td>LF</td>
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</tr>
<tr>
<td>66</td>
<td>12&quot; White</td>
<td>Thermo</td>
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<td>LF</td>
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<td>$268.95</td>
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<tr>
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<td>Thermo</td>
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<td>EA</td>
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</table>

Thermo Total: $1,561.80

*Pricing as per City of West Palm Beach Piggy Back*
**For:** City of Boynton Beach
**Project:** Boynton Beach Thermo
**Location:** Meadows Blvd (South Entrance - Entrance Only)

<table>
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<th>Unit</th>
<th>Unit Price</th>
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<tbody>
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<td>LS</td>
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<td>24</td>
<td>LF</td>
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<td>78</td>
<td>LF</td>
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<tr>
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<td>EA</td>
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<td>$99.00</td>
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</table>

*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $518.40
For: City of Boynton Beach  
Project: Boynton Beach Thermo  
Location: Boynton Lakes Dr (Congress Ave To Hypoluxo Rd)
July 14, 2017

For: City of Boynton Beach
Striping

Project: Boynton Beach Thermo
Location: Martin Luther King Jr Blvd (NW 5th St To Federal Hwy)

<table>
<thead>
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<th>Item No.</th>
<th>Description</th>
<th>Type</th>
<th>Qty</th>
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<th>Unit Price</th>
<th>Total</th>
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<td>LS</td>
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<td>$650.00</td>
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<td>LF</td>
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<td>$673.20</td>
</tr>
<tr>
<td>67</td>
<td>18&quot; Yellow</td>
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<td>LF</td>
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</tr>
<tr>
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<td>LF</td>
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<td>Arrows - 1 Part</td>
<td>Thermo</td>
<td>3</td>
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<td>$297.00</td>
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<td>2</td>
<td>EA</td>
<td>$99.00</td>
<td>$198.00</td>
</tr>
<tr>
<td>71</td>
<td>Stencil - &quot;RR&quot; at Railroad Crossings</td>
<td>Thermo</td>
<td>2</td>
<td>EA</td>
<td>$121.00</td>
<td>$242.00</td>
</tr>
<tr>
<td>78</td>
<td>RPM - Y/Y (Remove &amp; Replace)</td>
<td>Thermo</td>
<td>28</td>
<td>EA</td>
<td>$4.40</td>
<td>$123.20</td>
</tr>
</tbody>
</table>

*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $11,290.80
July 14, 2017

For: City of Boynton Beach
Project: Boynton Beach Thermo
Location: East Ocean Ave (Seacrest To Federal)

<table>
<thead>
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<th>Item No.</th>
<th>Description</th>
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<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<td>General</td>
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<td>EA</td>
<td>$99.00</td>
<td>$198.00</td>
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<tr>
<td>71</td>
<td>Stencil - &quot;RR&quot; at Railroad Crossings</td>
<td>Thermo</td>
<td>2</td>
<td>EA</td>
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*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $6,519.30
For: City of Boynton Beach  
Project: Boynton Beach Thermo  
Location: SE 12th Ave (SE 1st St To Federal Hwy)

### Striping - Thermo

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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Type</th>
<th>Qty</th>
<th>Unit</th>
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*Pricing as per City of West Palm Beach Piggy Back

Thermo Total: $4,896.00
### July 14, 2017

**For:** City of Boynton Beach  
**Project:** Boynton Beach Thermo  
**Location:** Old Dixie Hwy (SE 36th Ave To Federal Hwy)

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**Thermo Total:** $5,023.50

*Pricing as per City of West Palm Beach Piggy Back*
MEMO

To: Jeri Muoio, Mayor
From: Nancy D. Urcheck, Deputy City Attorney
Date: October 20, 2015
Matter No: 16393
Dept: 420 Engineering Services
Re: M&M Paving dba All County Paving: General Roadway; Misc Construction; GASB Rebid

Transmitted herewith for your signature are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: Office of the City Clerk

The Mayor is authorized to execute the document in accordance with:

- [X] Procurement Code.
- [ ] Commission Approval. Resolution No.
- [ ] City Charter

Please take the actions indicated below with respect to these documents:

- [X] Attest to the execution of the Agreement by the Mayor.
- [X] Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review:

- [ ] (5 years from estimated completion and final payment; service and general contracts)
- [X] December 2030
  (10 years from estimated completion and final payment for construction & CCNA contracts).

Please retain one original as a public record and forward the other original to:

Robin Hewitt, Engineering Services
City of West Palm Beach

CONSTRUCTION CONTRACT

FOR

ITB # 14-15-134

PROJECT # - VARIOUS

GENERAL ROADWAY AND MISCELLANEOUS CONSTRUCTION

CITY OF WEST PALM BEACH
PUBLIC WORKS DEPARTMENT
KHANH UYEN DANG, PE - SENIOR PROJECT ENGINEER
401 CLEMATIS STREET, 4TH FLOOR
WEST PALM BEACH, FL 33401
(561) 494-1040
Bid No. 14-15-134
Project: General Roadway and Miscellaneous Construction
Contract No. 16393

THIS CONTRACT is made and entered into by and between the CITY OF WEST PALM BEACH, a municipal corporation of the State of Florida whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "Owner") and M&M ASPHALT MAINTENANCE, INC., d/b/a ALL COUNTY PAVING, a corporation of the State of Florida, whose principal address is 1180 SW 10TH Street, Delray Beach, Florida 33444 ("Contractor").

WHEREAS, the Owner caused to be prepared specification, drawings and other contract documents for certain work and issued an Invitation to Bid for the above-described project, which is incorporated into this Contract by this reference; and

WHEREAS, the Contractor submitted its Bid in response; and

WHEREAS, the Owner determined that the Contractor’s Bid represents the best value to Owner and wishes to contract with Contractor under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the Owner and Contractor understand and agree as follows:

1. SCOPE OF WORK.

1.1 If issued a Work Order, the Contractor shall furnish all necessary labor, materials, equipment and supplies, and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of this Contract all work described and shown in the applicable Work Order for small roadway and miscellaneous construction projects, in accordance with the technical specifications and drawings specified for such Work Order.

1.2 Owner will issue Work Orders on an as-needed basis. Each Work Order will be on Owner's form and detail the specific project scope of work, project schedule for completion and compensation. All terms and conditions of this Contract, the General Conditions and the Contract Documents will be applicable to each Work Order.

1.3 No work is authorized until a work order is fully executed by the Owner. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the Owner.

1.4 A comprehensive project shall not be broken into small related segments/projects in order to fall within the limitations of this Contract. Contractor shall not execute any such Work Order.

1.5 Work Orders shall be completed within the time indicated for each Work Order. Time is of the essence of each Work Order. Contractor shall proceed with the work and shall conform to the schedule for each Work Order. Work shall commence on the date indicated in the Notice to Proceed issued by Owner and be substantially complete and then fully complete in accordance with the Work...
Order schedule and the General Conditions, with such extensions of time as are provided in the General Conditions.

1.6 No Work Order may be issued for work to be completed after the expiration of this Contract. The form of Owner's Work Order is attached to this Contract.

1.7 No work order(s) or minimum amount of work or compensation is guaranteed under this Contract.

2. **PRICES.** Contractor shall perform the work for the prices set forth on Contractor's Bid. If specific circumstances require additional work of materials not listed in Exhibit B, the parties shall negotiate a price which shall be detailed in the Work Order.

3. **PAYMENT AND INVOICES.** Payment for Work Orders shall be made in accordance with the General Conditions of this Contract. Contractor acknowledges that if a construction bond is required, payments under Work Order(s) shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, the appropriate completed Small Business participation form and any updated insurance documents (when applicable).

4. **CONTRACT TERM.**

4.1 **Term of Contract.** Subject to the termination rights of the Owner, this Contract shall have a term of three (3) years, commencing as of the date of execution by the Owner. The Owner shall execute this Contract last.

4.2 **Renewal.** At the sole option of the Owner, this Contract may be renewed for up to two additional twelve (12) month periods. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions for this Contract shall be unchanged.

5. **LIQUIDATED DAMAGES.** The actual damages Owner and the public may suffer as a result of the failure to complete work under a Work Order within the scheduled time are not ascertainable at the time of this Contract. If said work under any Work Order is not substantially and then fully completed within the time established by the Work Order and the General Conditions, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, a sum per calendar day for each and every day or part of a day thereafter that said work remains incomplete. Unless a Work Order specified otherwise, Contractor shall pay to Owner the sum of Two Hundred Dollars ($200) per calendar day as liquidated damages.

6. **CONSTRUCTION BOND(S).** If the estimated amount of any Work Order is $200,000 or more, then prior to the commencement of the work under such Work Order, Contractor shall record a public construction bond, in an amount not less than the total cost of such Work Order, on Owner approved forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond(s) prior to commencing work and submittal of first invoice, in accordance with the General Conditions. The City shall be an obligee under such bond(s). The bond shall incorporate by reference the terms of the Contract Documents in their entirety.

7. **SPECIAL TERMS.**
8. SMALL BUSINESS PROGRAM.

8.1 Compliance. Article IX of Chapter 66 of the City of West Palm Beach Code of Ordinances relating to the Small Business Program is incorporated in this Contract by this reference. The Contractor agrees to comply in all respects with its commitment to use the certified small businesses identified in Contractor's Bid in the manner and proportions set forth in the Bid. In the event that it is impossible or impracticable to engage or procure materials from one or more of the identified certified small businesses, the Contractor shall so notify the City's Small Business Division promptly in writing and shall thereafter ensure that that firm or firms are duly replaced by other certified small businesses unless written approval to the contrary is granted by the City.

8.2 Records. The Contractor agrees to maintain in an orderly fashion all relevant records and information that document its compliance with the Small Business Program and the utilization of and payment to certified small businesses under this Contract; and shall make said records available to the City for inspection during reasonable business hours. Copies of all contracts between the Contractor and firms engaged by it in connection herewith shall be submitted to the City upon the City's request.

9. CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by Owner, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by Owner to be an adequate investigation. Contractor represents that the plans and specifications are consistent, practical, feasible and constructible within the scheduled construction time. Contractor affirmatively covenants that Contractor has observed no defects or discrepancies in the plans, specifications or site and that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the Owner.

10. ETHICS. Contractor acknowledges, agrees and commits that it shall comply with all applicable state and city rules and regulations.

11. CONTRACT DOCUMENTS. Contractor agrees to complete all work in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and Project requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience sake, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents, whether or not they are attached.

a. Each Work Order and all associated Documents
b. Special Terms
c. Contractor's Bid
d. Schedule of Bid Items
e. Substitution Sheet
f. Schedule of Subcontractors
g. Contractor License Verification Form
h. Affidavit of Prime Bidder
This Contract shall be executed in two (2) original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties execute this Contract through their duly authorized representatives.

ATTEST:

By: [Signature]
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: [Signature]

ATTEST:

By: [Signature]
Corporate Secretary

Print Name: Jeffrey Cohen

CITY OF WEST PALM BEACH

By: [Signature]
Geraldine Muoio, Mayor

Date: [Date]

ATTEST:

Contractor:

[Company Name]

By: [Signature]

Print Name: Kenneth Goldberg
Title: President
CITY OF WEST PALM BEACH
GENERAL ROADWAY CONSTRUCTION

Contract No. 16393.

Contractor: M&M Asphalt Maintenance, Inc., d/b/a All County Paving

Project / Work Title: __________________________

1. **Work**: A detailed scope of work to be performed under this Work Order is attached as Exhibit A.

   □ (check if applicable) Technical specifications and drawings for the Project prepared by _______, dated ______________, project number ____________ (the “Contract Drawings”) describe the work and are Contract Documents for this Work Order.

2. **Schedule**: Time is of the essence of this Work Order. The Contractor shall commence Work under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with Exhibit ____.

   **Substantial Completion** shall be: ____________ days from Notice to Proceed.

3. **Work Order Price**: The total amount to be paid to the Contractor by the Owner under this Work Order shall not exceed the sum of ($______________) subject only to adjustment as provided in the General Conditions. Payments shall be made in accordance with the General Conditions. Contractor acknowledges that if a construction bond is required, final payment under this Work Order shall not be made until consent of surety is received by Owner. Contractor shall submit individual invoices for each Work Order. Along with each invoice, Contractor will provide a copy of the Work Order, the appropriate completed Small Business participation form and any updated insurance documents.

   □ (check if applicable) A detailed schedule of values is attached as Exhibit ____.

   □ (check if applicable) **Contingency**. Owner and Contractor agree the project budget shall include an Owner’s contingency, which shall be utilized in accordance with the General Conditions, sum in the amount of $______________.

4. **Liquidated Damages**: In accordance with the Contract Documents, Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages for each and every calendar day or part of a day that the work remains incomplete, the sum of ________________ ($____.00) per calendar day.
5. **Construction Bond.** Unless indicated below, Contractor will record the required public construction bond, on Owner forms, with the Clerk of the Court in the Public Records of Palm Beach County and provide a certified copy of the recorded bond prior to commencing work under this Work Order and submittal of first invoice.

☐ (check if applicable) Construction bond not required and Work Order Price is less than $200,000.

6. **Special Terms.**

7. **Warranty.** Contractor agrees to correct all Work found by Owner to be defective or not in conformance with the Contract Documents for a period of one year from the final certificate of occupancy for the project (or if no certificate of occupancy to be issued, within one year of substantial completion) or for such longer periods of time as may be set forth with respect to specific warranties contained in the specifications.

8. **Small Business:** The small business commitment for this Work Order is _____%.

Contractor agrees to maintain in an orderly fashion all relevant records and information that evidence compliance with the Small Business program, including the utilization of, and payment to, certified small businesses under this Contract.

9. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the Owner as of the date of this Work Order.

10. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract titled Master Contract for General Roadway and Miscellaneous Construction, dated ______________, by and between the Owner of West Palm Beach and the Contractor named above ("Contract").

11. **Contract Documents.** Contractor agrees to complete all work in accordance with the Contract Documents. The following documents are Contract Documents with respect to this Work Order, regardless of whether they are attached:

- Technical Specifications and Construction Drawings and specifications identified above.
- Scope of Work
- Contractor’s Bid and Schedule of Values
- Construction Schedule
- Special Terms
- Grant Requirements
- Substitution Sheet
- Contractor’s Material Suppliers List
- Schedule of Subcontractors – including suppliers
- Trench Safety Compliance Form
Small Business – Statement of Small Business Participation

The following Contract Documents may be found at www.cityofwpb.org/engineering:
Owner’s Approved Materials List
Owner’s Engineering Standard Details

CONTRACTOR:
M&M ASPHALT MAINTENANCE, INC.
d/b/a ALL COUNTY PAVING

CITY OF WEST PALM BEACH

By: ____________________________
Geraldine Muolo, Mayor

Date: ____________________________

ATTEST: ____________________________
City Clerk

OWNER ATTORNEY’S OFFICE
Approval as to form and legality
By: ____________________________
2. **Time of Completion and Liquidated Damages.** The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within **120** **HUNDRED TWENTY** calendar days after the date of such notice, and fully completed within **180** **HUNDRED EIGHTY** calendar days, with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of **ONE THOUSAND TWO HUNDRED ($1,200)** per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

<table>
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<th>Permit</th>
<th>Fee/Amount or calculation</th>
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<tr>
<td>Right-of-Way Permit</td>
<td>See City website <a href="http://www.cityofwpb.org">www.cityofwpb.org</a></td>
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<tr>
<td>Parking Permit (Bagging of Meters)</td>
<td>See City website <a href="http://www.cityofwpb.org">www.cityofwpb.org</a></td>
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</table>

Refer to City Website [wpb.org](http://wpb.org) for current permit fees.

4. **Licenses.** The Bidder will be required to have at the time of bid submittal, the following current license(s):

- State of Florida General Contractor's License or Paving Contractor's License

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
• A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.

• Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Small Business Participation.** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value.

6. **Construction Bond.** If required, please refer to General Condition 11.

   Required **Yes**  
   Not Required

7. **Insurance.** Please refer to General Condition 13 for insurance requirements, unless a modification to such requirements is listed below:

8. **Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid.

9. **Other Special Conditions:**

   **METHOD OF AWARD**

   The City intends to award to a Primary and Secondary Vendor(s). The award of the Primary and Secondary bidder will be determined in order of responsiveness, lowest price, and consideration of bidder's bid package with reference to conforming of bid, deviations (if any,) bidder's notes, materials proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. If the Primary bidder is not able to supply the product/material in question, the City will contact the Secondary bidder accordingly.
General Roadway and Miscellaneous Construction

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

This Addendum shall provide the following information:

- Questions and Answers
- Revised schedule of bid items
- Revised technical specifications

The following documents are included with this addendum:

- Addendum 1 ITB 14-15-134
- Addendum 1 ITB 14-15-134 Revised Schedule of Bid Items

Questions and Answers

Question 1: Do contractors have to provide pricing on all items or can items be marked N/A if the contractor is not providing a quote?

Answer
Pricing must be provided for all items.

Question 2: How will the City determine the low bid as there is no total of bid items?

Answer
This is a line item bid and the City's award decisions are based on the response or responses determined to be the best value.

Question 3: How will the award decision be made if not based on lowest bid?

Answer
Depending on the number of responses and bid prices multiple awards may be made. Awards will be based on the best value to the City as determined by review and analysis of the submitted prices for each line item.

Question 4: How will the City award work from the annual contract?

Answer
Work Orders will be issued for this contract.
Question 5: Please clarify line item 88 - Root Removal/Pruning. Is this one tree or all possible trees?

Answer
The line item refers to all trees.

Question 6: Please clarify line item 95 - Adjust Irrigation.

Answer
The line item is to adjust irrigation system in existing planter boxes or tree grates.

Question 7: Has the City reduced the required paperwork for work orders and pay requests? How many forms are required for work orders and pay requests for this project?

Answer
For the typical work order the pay request includes the following items:

1. Work order form
2. Scope of work
3. Fee proposal
4. Statement of small business participation form
5. Letter of intent
6. Schedule of contractors
7. Drug free certificate
8. Contractor's materials suppliers
9. Certificate of insurance
10. Bond

Per Section 10.5 in the GC and the subcontractor utilization report.

10.5 Initial Payment. Prior to submittal of its initial payment request, Contractor shall have submitted the following items to the Engineer/Architect and Owner:

1. Certified copies of the Performance and Payment bonds, or Public Construction bond, recorded in the public records.
2. List of subcontractors and suppliers
3. Project schedule
4. Schedule of values
5. All current certificates of insurance
6. Designation of Contractor's Project Manager
The following section is removed from the Technical Specifications

X  ASPHALTIC CONCRETE PAVEMENT (BY THICKNESS AND TYPE S-1, S-3 OR SUPERPAVE)

1. Method of Measurement. The quantity to be paid for under this Section shall be per square yard (SY) of asphalt surface course and shall include all labor, material, and equipment required to construct the base layer and the final surface course as shown on the plan view and detail drawings. The unit prices shall include compensation for multiple mobilizations, labor, materials, and equipment required to construct the new asphalt concrete base and surface courses. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and the City of West Beach specifications. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, milling existing asphalt at tie-ins, tack coating, compaction, rolling, brooming, sawcutting and any other work required to complete the work.

Y. 10" LIMEROCK BASE

1. Method of Measurement. The quantity to be paid for under this Section shall be per square yard (SY) for limrock base installed and accepted. The Contract Unit Price shall include compensation for all labor, materials, and equipment required to construct the new lime rock base, including prime coat in accordance with the plans and specifications. The contract unit price shall also include other miscellaneous work required to correct all defective surfaces and deficient thicknesses and to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and the City of West Beach specifications. The Contractor may, at no additional cost to the City of West Palm Beach, substitute 10-inch crushed concrete in lieu of limrock provided that the minimum LBR 100 is achieved.

2. Basis of Payment. Payment shall be at the Contract Unit Price per square yard of limrock base installed to the limits shown on the plans or as directed by the Engineer in the field during construction.

All of the other information remains the same.
Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. *Failure to return this addendum with your proposal submittal may be cause for disqualification.*

Issued By: City of West Palm Beach
Procurement Division
July 17, 2015

Signed By: Patricia D. Armstrong
Sr. Purchasing Agent

PROPOSER: Mam Asphalt Maintenance,
Inc

Signed By: 

Print Name: Kenneth Goldberg
Title: President
Date: 7-27-15

End of Addendum 1
## Schedule of Bid Items

**ITB 14-15-134**

**PROJECT TITLE:** General Roadway and Miscellaneous Construction

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Cost</th>
<th>Units</th>
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<td>LS</td>
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<tr>
<td>4</td>
<td>Insurance</td>
<td></td>
<td>LS</td>
</tr>
<tr>
<td>5</td>
<td>Construction Permits (Allowance)</td>
<td></td>
<td>AL</td>
</tr>
<tr>
<td>6</td>
<td>Vehicle Towing (Allowance)</td>
<td></td>
<td>AL</td>
</tr>
<tr>
<td><strong>ROADWAY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Reclaimed Asphalt Base Course (Up to 10&quot;)</td>
<td></td>
<td>SY</td>
</tr>
<tr>
<td>8</td>
<td>Asphalt Emulsion for Reclamation (Asphalt Treated Base)</td>
<td></td>
<td>GAL</td>
</tr>
<tr>
<td>9</td>
<td>Saw Cut Existing Concrete/Pavement up to 12&quot; deep</td>
<td></td>
<td>LF</td>
</tr>
<tr>
<td>10</td>
<td>Concrete Road Base Removal up to 12&quot; deep</td>
<td></td>
<td>SY</td>
</tr>
<tr>
<td>11</td>
<td>Excavation, Removal &amp; Disposal of excess material</td>
<td></td>
<td>CY</td>
</tr>
<tr>
<td>12</td>
<td>Mill Existing Asphalt (up to 2&quot;)</td>
<td></td>
<td>SY</td>
</tr>
<tr>
<td>13</td>
<td>Mill Existing Asphalt (2&quot;-4&quot;)</td>
<td></td>
<td>SY</td>
</tr>
<tr>
<td>14</td>
<td>Asphalt &amp; Base Removal, up to 24&quot;</td>
<td></td>
<td>SY</td>
</tr>
<tr>
<td>15</td>
<td>12&quot; Compacted, Stabilized Subbase</td>
<td></td>
<td>SY</td>
</tr>
<tr>
<td>16</td>
<td>FDOT Optional Base Group 4</td>
<td></td>
<td>Ton</td>
</tr>
<tr>
<td>17</td>
<td>FDOT Optional Base Group 6</td>
<td></td>
<td>Ton</td>
</tr>
<tr>
<td>18</td>
<td>FDOT Optional Base Group 9</td>
<td></td>
<td>Ton</td>
</tr>
<tr>
<td>19</td>
<td>Type SP-9.5 Asphaltic Concrete</td>
<td></td>
<td>Ton</td>
</tr>
<tr>
<td>20</td>
<td>Type SP-12.5 Asphaltic Concrete</td>
<td></td>
<td>Ton</td>
</tr>
<tr>
<td>21</td>
<td>Removal and Disposal of Old Guardrail</td>
<td></td>
<td>LF</td>
</tr>
<tr>
<td>22</td>
<td>Reset Guardrail</td>
<td></td>
<td>LF</td>
</tr>
<tr>
<td>23</td>
<td>Furnish &amp; Install Guardrail, Steel Beam, Double Face, Incl Hardware</td>
<td></td>
<td>LF</td>
</tr>
<tr>
<td>24</td>
<td>Furnish &amp; Install Guardrail, Steel Beam, Straight Panel, Incl Hardware</td>
<td></td>
<td>LF</td>
</tr>
<tr>
<td>25</td>
<td>Furnish &amp; Install Aluminum Handrail per FDOT Specification</td>
<td></td>
<td>LF</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
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<td>------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>26</td>
<td>Adjust Existing Manhole Top to Grade</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Install New Manhole Top with Ring and Cover to Grade (remove and dispose of existing)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Adjust Type &quot;A&quot; Inlet to Grade</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Remove and Replace Type &quot;A&quot; Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Install New Type &quot;A&quot; Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Adjust Type &quot;C&quot; Inlet to Grade</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Remove and Replace Type &quot;C&quot; Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Install New &quot;C&quot; Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Remove and Replace Type P-5 (FDOT) Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Remove and Replace Type P-6 (FDOT) Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>New Type P-5 FDOT Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>New Type P-6 FDOT Inlet</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Install New Water Valve box (remove and dispose of existing)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Adjust Water Valve Box</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Remove and Replace Water Meter Box, Single (City standard)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Remove and Replace Water Meter Box, Double (City standard)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Remove and Replace Electrical Pull Boxes with &quot;New Basis&quot; Model PBC111812T02 or an Approved Equivalent</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Install Electrical Pull Boxes, &quot;New Basis&quot; Model PBC111812T02 or an Approved Equivalent</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Remove &amp; Replace Traffic Signal Loops/Wiring (Per PBC Standard)</td>
<td>At Cost</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Stamped, Colored Concrete (6&quot; thick)</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Paver Brick (traffic rated)</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Remove and Replace Paver Brick (traffic rated)</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Speed Humps, Stamped Asphalt(up to 100SY), primed and painted</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Concrete Removal up to 6&quot; thick</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>4&quot; Concrete Sidewalk</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>6&quot; Concrete Pathway/Driveway</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Concrete ADA Curb Ramp with detectable warning surface (FDOT standard)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>6&quot; ADA Compliant Detectable Warning Pavers Ramp</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>6&quot; ADA Compliant Ramp with Armor-Tile Tactile System or an approved equivalent</td>
<td>EA</td>
<td></td>
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<tr>
<td>55</td>
<td>Remove Concrete Curb All Type include asphalt restoration and sawcut</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Concrete Curb Type &quot;D&quot;</td>
<td>LF</td>
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</tr>
<tr>
<td>57</td>
<td>Concrete Curb Type &quot;F&quot;</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Concrete Header Curb (up to 12&quot; X12&quot;)</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Modified Concrete Curb</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Concrete Valley Gutter</td>
<td>LF</td>
<td></td>
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<tr>
<td>No.</td>
<td>Description</td>
<td>Unit</td>
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<td>-----</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>61</td>
<td>6&quot; Solid White Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>6&quot; Skip White Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>6&quot; Solid Yellow Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>6&quot; Skip Yellow Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>6&quot; Double Yellow Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>12&quot; Solid White Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>18&quot; Solid White Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>18&quot; Solid Yellow Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>24&quot; Solid White Thermoplastic Striping</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Special Pavement Message: ARROW (single and double) Thermoplastic</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Special Pavement Message: MERGE, ONLY, R/R, SCHOOL, SHARROW, Thermoplastic</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>Furnish and Install Single Sign Post</td>
<td>AS</td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>Relocate Sign and Post</td>
<td>AS</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>6&quot; White Temporary Striping Paint</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>6&quot; White Temporary Striping Plastic Tape</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>6&quot; Yellow Temporary Striping Paint</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>77</td>
<td>6&quot; Yellow Temporary Striping Plastic Tape</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>Retro-Reflective Pavement Markers (RPMs) All colors</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>Bio-Barrier (12&quot; wide)</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>Bio-Barrier (19.5&quot; wide)</td>
<td>LF</td>
<td></td>
</tr>
<tr>
<td>81</td>
<td>Sodding (Floratam)</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>Sodding (Bahia)</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>Top Soil (3' Thick)</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>Red Designer Mulch (3')</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>Root Removal/Pruning</td>
<td>AL</td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>Tree Removal (up to 12&quot; Diameter)</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>Seeding</td>
<td>SY</td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>Stump Removal up to 18&quot; Diameter, Including Roots</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>89</td>
<td>Stump Removal up to 36&quot; in Diameter, Including Roots</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>Tree Removal up to 18&quot; in Diameter, Incl. Roots</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>91</td>
<td>Tree Removal up to 36&quot; in Diameter, Incl. Roots</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>Adjust Irrigation</td>
<td>AL</td>
<td></td>
</tr>
<tr>
<td>93</td>
<td>Regrade Swales</td>
<td>SY</td>
<td></td>
</tr>
</tbody>
</table>

* Highlighted items will not be evaluated

Bidder Company Name:

___________________________________________________________

Signature of Official authorized to bind Bidder

Print Name

___________________________________________________________

Title

___________________________________________________________

Date

___________________________________________________________

Failure to fully complete and sign this Bid Form may result in rejection of the Bid
*BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISC, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.
General Roadway and Miscellaneous Construction

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

This Addendum shall provide the following information:

- Questions and Answers
- Revised Section 2 Special Terms
- Revised Form B2

The following documents are included with this addendum:

- Addendum 2 ITB 14-15-134
- Addendum 2 ITB 14-15-134 Revised Section 2 – Special Terms
- Addendum 2 ITB 14-15-135 Revised Form B2

Questions and Answers

Question 1: Is a bid bond required for this project?

Answer
No, a bid bond is not required. Bonding may be required for work orders issued for this contract.

Question 2: Regarding Section 2 – Special Terms, Item 1, Time of Completion and Liquidated Damages. How will the contract time and fines be applied to the contract?

Answer
The time of completion dates are removed from the bid documents. Timing for substantial and final completion will be included on the work orders issued for individual projects. Liquidated damages will be calculated at 25% of each work order amount.

Question 3: What dollar amount is to be used on Form B2?

Answer
No dollar amount is expected as this is a line item bid. There is a note on the form to refer to the list of bid items on Form B3.
Question 4: What dollar amount is to be used on the list of subcontractors on Form B5?

Answer
No dollar amount is expected at this time and the field can be completed with TBD. The dollar amount will be included on the work order issued for a specific project.

Question 5: How should suppliers for materials and dollar amounts be listed on Form B15?

Answer
Form B15 can be left blank or marked TBD at this time; the information will be completed when a work order is issued for a specific project.

Question 6: How should contractors respond to the allowance items on Form B? Should they be left blank or marked TBD?

Answer
The allowance items and lump sum items can be marked TBD for the bid response.

Question 7: How should contractors provide SBE percentages when the quantities and value of the project(s) are unknown?

Answer
Include the names of your SBE team and mark the percentage fields as TBD. Contractors will be expected to meet the SBE goal for the projects assigned via work order.

All of the other information remains the same.
Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. *Failure to return this addendum with your proposal submittal may be cause for disqualification.*

**Issued By:** City of West Palm Beach  
Procurement Division  
July 22, 2015

**Signed By:** Patricia D. Armstrong  
Sr. Purchasing Agent

**PROPOSER:** N+M Asphalt Maintenance Inc.  
d/b/a All County Paving

**Print Name:** Kenneth Goldberg  
**Title:** President  
**Date:** 7-27-15

End of Addendum 2
1. Pre-Bid Conference

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Date: N/A
Time: N/A
Place: N/A

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

2. Time of Completion and Liquidated Damages. The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within 120 (ONE HUNDRED TWENTY) TBD calendar days after the date of such notice, and fully completed within 180 (ONE HUNDRED EIGHTY) TBD calendar days, with such extensions of time as are provided for in the General Terms and Conditions. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of ONE THOUSAND TWO HUNDRED ($1,200) TBD per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

<table>
<thead>
<tr>
<th>Permit</th>
<th>Fee/Amount or calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Permit</td>
<td>See City website (<a href="http://www.cityofwpb.org">www.cityofwpb.org</a>)</td>
</tr>
<tr>
<td>Parking Permit (Bagging of Meters)</td>
<td>See City website (<a href="http://www.cityofwpb.org">www.cityofwpb.org</a>)</td>
</tr>
</tbody>
</table>

Refer to City Website (wpb.org) for current permit fees.

4. Licenses. The Bidder will be required to have at the time of bid submittal, the following current license(s):

- State of Florida General Contractor’s License or Paving Contractor’s License

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
• A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.

• Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Small Business Participation.** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value.

6. **Construction Bond.** If required, please refer to General Condition 11.

   Required **Yes**  Not Required

7. **Insurance.** Please refer to General Condition 13 for insurance requirements, unless a modification to such requirements is listed below:

8. **Equal Benefits Ordinance.** Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each proposer shall submit an Equal Benefits certification with its proposal/bid.

9. **Other Special Conditions:**

**METHOD OF AWARD**

The City intends to award to a Primary and Secondary Vendor(s). The award of the Primary and Secondary bidder will be determined in order of responsiveness, lowest price, and consideration of bidder's bid package with reference to conforming of bid, deviations (if any,) bidder's notes, materials proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. If the Primary bidder is not able to supply the product/material in question, the City will contact the Secondary bidder accordingly.
City of West Palm Beach

BID

ITB 14-15-134

Proposal of: __________________________________________

(Bidder Company Name)

Bid Amount: $___ N/A________

See Bid Items 1 - 96 on Form B3 - Schedule of Bid Items

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $___ N/A________.

6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

7. Bidder understands that the contract time starts on the date of Notice to Proceed.

8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.

10. Substantial completion shall be within One Hundred and Twenty (120) TBD calendar days. Final completion shall be in One Hundred Eighty (180) TBD calendar days.

11. Liquidated damages for delay are agreed to be $1,200.00 TBD per calendar day.

12. Small Business participation for this project is 15%.
13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

   Name                        Address

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

   Name                        Address

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S) have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____________________________________________

Business Address: (Street, City, State, Zip Code) __________________________

State of Incorporated: ______ Telephone: __________________ Fax: ____________

BIDDER:

Signature of Official authorized to bind Bidder.

Print Name: _______________________________________________________

Title: ____________________________________________________________

Date: ____________________________________________________________

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.
City of West Palm Beach

BID

ITB 14-15-134

Proposal of: M & M Asphalt Maintenance, Inc. d/b/a All County Paving

(Bidder Company Name)

Bid Amount: $____ N/A__________

See Bid Items 1 – 96 on Form B3 – Schedule of Bid Items

(Bidder Company Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $____ N/A__________.

6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

7. Bidder understands that the contract time starts on the date of Notice to Proceed.

8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.

10. Substantial completion shall be within One Hundred and Twenty (120) TBD calendar days. Final completion shall be in One Hundred Eighty (180) TBD calendar days.

11. Liquidated damages for delay are agreed to be $1,200.00 TBD per calendar day.

12. Small Business participation for this project is 15%.
13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). 1 & 2 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: M & M Asphalt Maintenance, Inc. d/b/a All County Paving
Business Address: (Street, City, State, Zip Code) 1180 SW 10th Street
Delray Beach, FL 33444
State of Incorporated: FL Telephone: 561-588-0949 Fax: 561-588-2140

Signature of Official authorized to bind Bidder.

Print Name: Kenneth Goldberg
Title: President
Date: 7-27-15

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

ITB 14-15-134
## Schedule of Bid Items

**ITB 14-15-134**

**PROJECT TITLE:** General Roadway and Miscellaneous Construction

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Cost</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>GENERAL</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>TBD</td>
<td>LS</td>
</tr>
<tr>
<td>2</td>
<td>Maintenance of Traffic</td>
<td>TBD</td>
<td>LS</td>
</tr>
<tr>
<td>3</td>
<td>Bonding</td>
<td>TBD</td>
<td>LS</td>
</tr>
<tr>
<td>4</td>
<td>Insurance</td>
<td>TBD</td>
<td>LS</td>
</tr>
<tr>
<td>5</td>
<td>Construction Permits (Allowance)</td>
<td>TBD</td>
<td>AL</td>
</tr>
<tr>
<td>6</td>
<td>Vehicle Towing (Allowance)</td>
<td>TBD</td>
<td>AL</td>
</tr>
<tr>
<td></td>
<td><strong>ROADWAY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Reclaimed Asphalt Base Course (Up to 10&quot;)</td>
<td>$12.90</td>
<td>SY</td>
</tr>
<tr>
<td>8</td>
<td>Asphalt Emulsion for Reclamation (Asphalt Treated Base)</td>
<td>$2.50</td>
<td>GAL</td>
</tr>
<tr>
<td>9</td>
<td>Saw Cut Existing Concrete/Pavement up to 12&quot; deep</td>
<td>$2.00</td>
<td>LF</td>
</tr>
<tr>
<td>10</td>
<td>Concrete Road Base Removal up to 12&quot; deep</td>
<td>$11.00</td>
<td>SY</td>
</tr>
<tr>
<td>11</td>
<td>Excavation, Removal &amp; Disposal of excess material</td>
<td>$25.00</td>
<td>CY</td>
</tr>
<tr>
<td>12</td>
<td>Mill Existing Asphalt (up to 2&quot;)</td>
<td>$2.50</td>
<td>SY</td>
</tr>
<tr>
<td>13</td>
<td>Mill Existing Asphalt (2&quot;-4&quot;)</td>
<td>$3.10</td>
<td>SY</td>
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<tr>
<td>14</td>
<td>Asphalt &amp; Base Removal, up to 24&quot;</td>
<td>$11.85</td>
<td>SY</td>
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<tr>
<td>15</td>
<td>12&quot; Compacted, Stabilized Subbase</td>
<td>$5.00</td>
<td>SY</td>
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<tr>
<td>16</td>
<td>FDOT Optional Base Group 4</td>
<td>$40.00</td>
<td>Ton</td>
</tr>
<tr>
<td>17</td>
<td>FDOT Optional Base Group 6</td>
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<td>18</td>
<td>FDOT Optional Base Group 9</td>
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<td>Ton</td>
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<td>19</td>
<td>Type SP-9.5 Asphalitic Concrete</td>
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<td>Ton</td>
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<tr>
<td>20</td>
<td>Type SP-12.5 Asphalitic Concrete</td>
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<td>Ton</td>
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<td>21</td>
<td>Removal and Disposal of Old Guardrail</td>
<td>$5.95</td>
<td>LF</td>
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<tr>
<td>22</td>
<td>Reset Guardrail</td>
<td>$11.00</td>
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<tr>
<td>23</td>
<td>Furnish &amp; Install Guardrail, Steel Beam, Double Face, Incl Hardware</td>
<td>$38.50</td>
<td>LF</td>
</tr>
<tr>
<td>24</td>
<td>Furnish &amp; Install Guardrail, Steel Beam, Straight Panel, Incl Hardware</td>
<td>$27.50</td>
<td>LF</td>
</tr>
<tr>
<td>25</td>
<td>Furnish &amp; Install Aluminum Handrail per FDOT Specification</td>
<td>$85.00</td>
<td>LF</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Cost</td>
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<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------</td>
</tr>
<tr>
<td>26</td>
<td>Adjust Existing Manhole Top to Grade</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td>27</td>
<td>Install New Manhole Top with Ring and Cover to Grade (remove and dispose of existing)</td>
<td></td>
<td>$750.00</td>
</tr>
<tr>
<td>28</td>
<td>Adjust Type &quot;A&quot; Inlet to Grade</td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>29</td>
<td>Remove and Replace Type &quot;A&quot; Inlet</td>
<td></td>
<td>$5,500.00</td>
</tr>
<tr>
<td>30</td>
<td>Install New Type &quot;A&quot; Inlet</td>
<td></td>
<td>$4,200.00</td>
</tr>
<tr>
<td>31</td>
<td>Adjust type &quot;C&quot; Inlet to Grade</td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>32</td>
<td>Remove and Replace Type &quot;C&quot; Inlet</td>
<td></td>
<td>$5,800.00</td>
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<tr>
<td>33</td>
<td>Install New &quot;C&quot; Inlet</td>
<td></td>
<td>$4,500.00</td>
</tr>
<tr>
<td>34</td>
<td>Remove and Replace Type P-5 (FDOT) Inlet</td>
<td></td>
<td>$7,700.00</td>
</tr>
<tr>
<td>35</td>
<td>Remove and Replace Type P-6 (FDOT) Inlet</td>
<td></td>
<td>$7,500.00</td>
</tr>
<tr>
<td>36</td>
<td>New Type P-5 FDOT Inlet</td>
<td></td>
<td>$6,200.00</td>
</tr>
<tr>
<td>37</td>
<td>New Type P-6 FDOT Inlet</td>
<td></td>
<td>$6,000.00</td>
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<tr>
<td>38</td>
<td>Install New Water Valve box (remove and dispose of existing)</td>
<td></td>
<td>$500.00</td>
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<tr>
<td>39</td>
<td>Adjust Water Valve Box</td>
<td></td>
<td>$350.00</td>
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<tr>
<td>40</td>
<td>Remove and Replace Water Meter Box, Single (City standard)</td>
<td></td>
<td>$500.00</td>
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<tr>
<td>41</td>
<td>Remove and Replace Water Meter Box, Double (City standard)</td>
<td></td>
<td>$600.00</td>
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<tr>
<td>42</td>
<td>Remove and Replace Electrical Pull Boxes with &quot;New Basis&quot; Model PBC111812T02 or an Approved Equivalent</td>
<td></td>
<td>$1,500.00</td>
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<tr>
<td>43</td>
<td>Install Electrical Pull Boxes, &quot;New Basis&quot; Model PBC111812T02 or an Approved Equivalent</td>
<td></td>
<td>$1,100.00</td>
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<tr>
<td>44</td>
<td>Remove &amp; Replace Traffic Signal Loops/Wiring (Per PBC Standard)</td>
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<tr>
<td>45</td>
<td>Stamped, Colored Concrete (6&quot; thick)</td>
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<td>$72.00</td>
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<tr>
<td>46</td>
<td>Paver Brick (traffic rated)</td>
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<td>$30.00</td>
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<tr>
<td>47</td>
<td>Remove and Replace Paver Brick (traffic rated)</td>
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<td>$35.00</td>
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<tr>
<td>48</td>
<td>Speed Humps, Stamped Asphalt(up to 100SY), primed and painted</td>
<td></td>
<td>$188.00</td>
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<tr>
<td>49</td>
<td>Concrete Removal up to 6&quot; thick</td>
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<td>$10.15</td>
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<tr>
<td>50</td>
<td>4&quot; Concrete Sidewalk</td>
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<td>$34.50</td>
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<tr>
<td>51</td>
<td>6&quot; Concrete Pathway/Driveway</td>
<td></td>
<td>$42.50</td>
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<tr>
<td>52</td>
<td>Concrete ADA Curb Ramp with detectable warning surface (FDOT standard)</td>
<td></td>
<td>$575.00</td>
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<tr>
<td>53</td>
<td>8&quot; ADA Compliant Detectable Warning Pavers Ramp</td>
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<td>$1,200.00</td>
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<td>54</td>
<td>6&quot; ADA Compliant Ramp with Armor-Tile Tactile System or an approved equivalent</td>
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<td>$975.00</td>
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<td>55</td>
<td>Remove Concrete Curb All Type include asphalt restoration and sawcut</td>
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<td>$4.50</td>
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<tr>
<td>56</td>
<td>Concrete Curb Type &quot;D&quot;</td>
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<td>$11.50</td>
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<tr>
<td>57</td>
<td>Concrete Curb Type &quot;F&quot;</td>
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<td>$20.00</td>
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<tr>
<td>58</td>
<td>Concrete Header Curb (up to 12&quot; X12&quot;)</td>
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<td>$20.00</td>
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<tr>
<td>59</td>
<td>Modified Concrete Curb</td>
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<td>60</td>
<td>Concrete Valley Gutter</td>
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<tr>
<td></td>
<td>Description</td>
<td>Price</td>
<td>Unit</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>61</td>
<td>6&quot; Solid White Thermoplastic Striping</td>
<td>$0.88</td>
<td>LF</td>
</tr>
<tr>
<td>62</td>
<td>6&quot; Skip White Thermoplastic Striping</td>
<td>$0.88</td>
<td>LF</td>
</tr>
<tr>
<td>63</td>
<td>6&quot; Solid Yellow Thermoplastic Striping</td>
<td>$0.88</td>
<td>LF</td>
</tr>
<tr>
<td>64</td>
<td>6&quot; Skip Yellow Thermoplastic Striping</td>
<td>$0.88</td>
<td>LF</td>
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<tr>
<td>65</td>
<td>6&quot; Double Yellow Thermoplastic Striping</td>
<td>$1.76</td>
<td>LF</td>
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<tr>
<td>66</td>
<td>12&quot; Solid White Thermoplastic Striping</td>
<td>$1.65</td>
<td>LF</td>
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<tr>
<td>67</td>
<td>18&quot; Solid White Thermoplastic Striping</td>
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<td>68</td>
<td>18&quot; Solid Yellow Thermoplastic Striping</td>
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<tr>
<td>69</td>
<td>24&quot; Solid White Thermoplastic Striping</td>
<td>$3.30</td>
<td>LF</td>
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<tr>
<td>70</td>
<td>Special Pavement Message: ARROW (single and double) Thermoplastic</td>
<td>$99.00</td>
<td>EA</td>
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<tr>
<td>71</td>
<td>Special Pavement Message: MERGE, ONLY, R/R, SCHOOL, SHARROW, Thermoplastic</td>
<td>$121.00</td>
<td>EA</td>
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<tr>
<td>72</td>
<td>Furnish and Install Single Sign Post</td>
<td>$292.00</td>
<td>AS</td>
</tr>
<tr>
<td>73</td>
<td>Relocate Sign and Post</td>
<td>$192.00</td>
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<tr>
<td>74</td>
<td>6&quot; White Temporary Striping Paint</td>
<td>$0.33</td>
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<tr>
<td>75</td>
<td>6&quot; White Temporary Striping Plastic Tape</td>
<td>$0.66</td>
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<tr>
<td>76</td>
<td>6&quot; Yellow Temporary Striping Paint</td>
<td>$0.33</td>
<td>LF</td>
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<tr>
<td>77</td>
<td>6&quot; Yellow Temporary Striping Plastic Tape</td>
<td>$0.66</td>
<td>LF</td>
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<tr>
<td>78</td>
<td>Retro-Reflective Pavement Markers (RPMs) All colors</td>
<td>$4.40</td>
<td>EA</td>
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<tr>
<td>79</td>
<td>Bio-BARRIER (12&quot; wide)</td>
<td>$15.00</td>
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<tr>
<td>80</td>
<td>Bio-BARRIER (19.5&quot; wide)</td>
<td>$18.00</td>
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<tr>
<td>81</td>
<td>Sodding (Floratam)</td>
<td>$3.50</td>
<td>SY</td>
</tr>
<tr>
<td>82</td>
<td>Sodding (Bahia)</td>
<td>$3.20</td>
<td>SY</td>
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<tr>
<td>83</td>
<td>Top Soil (3&quot; Thick)</td>
<td>$16.50</td>
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<tr>
<td>84</td>
<td>Red Designer Mulch (3&quot;)</td>
<td>$21.00</td>
<td>SY</td>
</tr>
<tr>
<td>85</td>
<td>Root Removal/Pruning</td>
<td>TBD</td>
<td>AL</td>
</tr>
<tr>
<td>86</td>
<td>Tree Removal (up to 12&quot; Diameter)</td>
<td>$1,000.00</td>
<td>EA</td>
</tr>
<tr>
<td>87</td>
<td>Seeding</td>
<td>$10.00</td>
<td>SY</td>
</tr>
<tr>
<td>88</td>
<td>Stump Removal up to 18&quot; Diameter, Including Roots</td>
<td>$750.00</td>
<td>EA</td>
</tr>
<tr>
<td>89</td>
<td>Stump Removal up to 36&quot; in Diameter, Including Roots</td>
<td>$850.00</td>
<td>EA</td>
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<tr>
<td>90</td>
<td>Tree Removal up to 18&quot; in Diameter, Incl. Roots</td>
<td>$1,500.00</td>
<td>EA</td>
</tr>
<tr>
<td>91</td>
<td>Tree Removal up to 36&quot; in Diameter, Incl. Roots</td>
<td>2,000.00</td>
<td>EA</td>
</tr>
<tr>
<td>92</td>
<td>Adjust Irrigation</td>
<td>TBD</td>
<td>AL</td>
</tr>
<tr>
<td>93</td>
<td>Regrade Swales</td>
<td>$13.50</td>
<td>SY</td>
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</tbody>
</table>

*Highlighted items will not be evaluated*

**Bidder Company Name:** N.M. Asphalt Maintenance, Inc. Alhambra All County Paving

**Signature of Official authorized to bind Bidder**

**Print Name:** Kenneth Goldberg

**Title:** President

**Date:** 7-27-15

Failure to fully complete and sign this Bid Form may result in rejection of the Bid

Addendum 1 ITB 14-15-134
*BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISC, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION MAY BE CAUSE FOR REJECTION OF THE BID.
# City of West Palm Beach

## ITB 14-15-134

### SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan. Associated "Add" or "Deduct" must be provided.

<table>
<thead>
<tr>
<th>DESCRIPTION OR BID ITEM NO.</th>
<th>MAKE SPECIFIED</th>
<th>PROPOSED SUBSTITUTION</th>
<th>ADD</th>
<th>DEDUCT</th>
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</thead>
<tbody>
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<td>$</td>
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</tbody>
</table>

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ITB 14-15-134

Page 196 of 452
### SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.

The following is a complete list of all subcontractors utilized for this project:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Zip Code</th>
<th>Federal ID #</th>
<th>Type of Work</th>
<th>Tel. #</th>
<th>Dollar Amount of Subcontract Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Asphalt Paving Systems</td>
<td>9021 Wire Rd., Zephyrhills, FL</td>
<td>33540</td>
<td></td>
<td>Reclamation</td>
<td>813-455-2471</td>
<td>TBD</td>
</tr>
<tr>
<td>2. WM. D. Adeimy Jr., Inc.</td>
<td>1201 Omar Rd., West Palm Beach, FL</td>
<td>33405</td>
<td></td>
<td>Concrete</td>
<td>561-832-6305</td>
<td>TBD</td>
</tr>
<tr>
<td>3. Southwide Industries, Inc.</td>
<td>4357 Okeechobee Blvd., Ste C4</td>
<td>West Palm Beach, FL 33409</td>
<td></td>
<td>Striping</td>
<td>561-688-8833</td>
<td>TBD</td>
</tr>
<tr>
<td>4. Centerline Utilities, Inc.</td>
<td>2180 SW Poma Drive, Palm City, FL</td>
<td>34990</td>
<td></td>
<td>Drainage</td>
<td>561-689-3917</td>
<td>TBD</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

Total dollar amount to be awarded to subcontractors (this page): TBD
### SCHEDULE OF SUBCONTRACTORS (continued if necessary)

<table>
<thead>
<tr>
<th></th>
<th>Company Name</th>
<th>Type of Work</th>
<th>Address</th>
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<th>Zip Code</th>
<th>Federal I.D. #</th>
<th>Amount</th>
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<tr>
<td>6.</td>
<td>(company name)</td>
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<td>(federal I.D. #)</td>
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<td>(federal I.D. #)</td>
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<td>8.</td>
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<td>(type of work)</td>
<td>(address)</td>
<td>(tel. #)</td>
<td>(zip code)</td>
<td>(federal I.D. #)</td>
<td>$</td>
</tr>
<tr>
<td>9.</td>
<td>(company name)</td>
<td>(type of work)</td>
<td>(address)</td>
<td>(tel. #)</td>
<td>(zip code)</td>
<td>(federal I.D. #)</td>
<td>$</td>
</tr>
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</table>

**Total dollar amount to be awarded to Subcontractors:** $ TBD

**Authorized Signature:**

**Note:** The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering and Public Works Department for approval prior to that subcontractor performing any work.
City of West Palm Beach

ITB 14-15-134

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: M & M Asphalt Maintenance, Inc. d/b/a All County Paving
Address: 1180 SW 10th Street
Delray Beach, FL 33444

Telephone: ( ) 561-588-0949
Fax: ( ) 561-588-2140

GENERAL CONTRACTOR OF RECORD:

Name: Micheal M. Ritter Jr.
Address: 1180 SW 10th Street
Delray Beach, FL 33444

State License #: CGC1509532 (ATTACH COPY)
County License #: U-21491 (ATTACH COPY)
Type of License: Paving

Unlimited ____________ (yes/no)

If "NO", Limited to what trade? ___________________________________________________________________________________

Is the General Contractor a full-time employee of Prime Bidder?

X Yes ___ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

X Yes ___ No

City License: (COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION – Maybe obtained from City Construction Services)

Failure to fully or accurately complete this form may be cause for rejection of the bid.
COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-015 - SECOND READING - PUBLIC HEARING - Approve amendments to the LAND DEVELOPMENT REGULATIONS, Chapters 2, 3 and 4 to continue the implementation of the Community Redevelopment Plan with the establishment of the new Cultural District Overlay Zone regulating site development, uses, and urban design. (Staff requests item tabled to 8/15/17)

EXPLANATION OF REQUEST:
The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016. Comprehensive implementation of the Plan will require a full “audit” and subsequent revisions of existing zoning and other land development regulations. However, some recommendations have immediate application to pending development projects and will therefore be implemented incrementally as needed. These recommendations include overlay zones intended to provide specific requirements pertaining to scale, design, and architecture for two geographic areas. The requirements modify some of the regulations of their underlying zoning districts.

The Cultural District Overlay Zone (CDOZ) encompasses the entire Cultural District, bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by Seacrest Boulevard, on the south by Southeast 2nd Avenue, and on the north by Northeast 1st Avenue.

The Cultural District is envisioned to be the principal hub for the City’s civic uses, public spaces and events. Since this area is essential to exhibiting and experiencing Boynton Beach’s unique character, setting the appropriate scale, design, and architecture is crucial to its success. There is currently an “Ocean Avenue Overlay Zone” on a portion of the District. The proposed amendments revise the existing overlay to be consistent with the vision outlined in the CRA Plan.

The Planning and Development Board reviewed the subject amendments at their May 23, 2017 meeting and forwards the request with a recommendation of approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No
CLIMATE ACTION DISCUSSION:

Is this a grant?  No

Grant Amount: 

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
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<tbody>
<tr>
<td>Ordinance</td>
<td>Ordinance approving amendments to the LDRs establishing the new Cultural District Overlay Zone</td>
</tr>
<tr>
<td>Staff Report</td>
<td>Staff Report</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit A: Cultural District Overlay Zone Boundary</td>
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<tr>
<td>Exhibit</td>
<td>Exhibit B: Proposed Cultural District Overlay Zone</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit C: Boynton Beach Boulevard Overlay Zone Boundary</td>
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<tr>
<td>Exhibit</td>
<td>Exhibit D: Boynton Beach Boulevard Overlay Zone Code Amendments</td>
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<tr>
<td>Exhibit</td>
<td>Exhibit E: Overlay Zone Waivers</td>
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</table>

REVIEWERS:

<table>
<thead>
<tr>
<th>Department</th>
<th>Reviewer</th>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development</td>
<td>Stanzione, Tammy</td>
<td>Approved</td>
<td>7/11/2017 - 8:43 AM</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS AMENDING CHAPTERS 2, 3 AND 4 TO CONTINUE THE IMPLEMENTATION OF THE COMMUNITY REDEVELOPMENT PLAN WITH THE ESTABLISHMENT OF THE NEW CULTURAL DISTRICT OVERLAY ZONE REGULATING SITE DEVELOPMENT STANDARDS, ZONING USES, AND URBAN DESIGN STANDARDS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the CRA Plan (fka “the Consolidated Plan”) was adopted on October 4, 2016; and

WHEREAS, some recommendations of the Plan also include overlay zones intended to provide specific requirements pertaining to scale, design, and architecture for two geographic areas; and

WHEREAS, the requirements modify some of the regulations of their underlying zoning districts; and

WHEREAS, staff proposes these code amendments to further implement the CRA’s Community Redevelopment Plan and to support continued quality development and redevelopment of the area; and

WHEREAS, the City Commission of the City of Boynton Beach deems it to be in the best interest of the citizens and residents of the City to amend the Land Development Regulations to continue implementation of the Community Redevelopment Plan with the establishment of the new Cultural District Overlay Zone regulating site development standards, uses and urban design standards.
NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. Chapter 2, Article II, Planning and Zoning Division Services, Section 4, Relief Applications, of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

Chapter 2, Art. II. Planning and Zoning Division Services

Sec. 4. Relief Applications

... 

E. Waiver (Ocean Avenue Cultural District Overlay Zone and Boynton Beach Boulevard Overlay Zone).

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide an efficient relief process to allow for deviations from certain requirements and standards of Chapter 3 and Chapter 4 as they pertain to the Ocean Avenue Cultural District Overlay Zone (OAOZ-CDOZ) and Boynton Beach Boulevard Overlay Zone (BBBOZ).

The intent of this application is not to provide a means for circumventing any such requirement or standard but to allow for a departure from the code upon demonstration that the subject request satisfies the intent of the review criteria contained herein.

b. Applicability. For property located within the OAOZ-CDOZ or the BBBOZ, the waiver process shall be available for deviations from any development and design standards of Chapter 3, Article III, Section 8.D.

2. Submittal Requirements. The applicant shall submit a letter that addresses the review criteria of Section 3.E.3. below, in addition to submitting any plans and exhibits required by the accompanying site plan, whenever applicable.

3. Review Criteria. The applicant shall justify each waiver request as part of the application for site plan or site plan modification. The applicant shall document the nature of the request, the extent of its departure from the standard regulation, and the basis for the request. The City may request additional information and documentation from the applicant, such as a shared-parking study, or other type of performance related analysis that further justifies the waiver request. The burden of proof shall be
on the applicant to present a superior design alternative and demonstrate that the application would further the purpose and intent of the Overlay Zone (OAOZ) and not have any detrimental impact on adjacent properties or the surrounding area.

4. Approval Process. A waiver request may be approved by staff if the subject request is reviewed concurrently with a minor site plan modification application, and such application requires administrative review pursuant to the review criteria of Section 2.F. above. Otherwise, the waiver application requires review by the City Commission and shall be processed in accordance with Chapter 2, Article 1, Section 3.

5. Denial. Upon the denial of an application for relief hereunder, in whole or in part, a period of one (1) year must elapse prior to the filing of the same or similar application affecting the same property or any portion thereof; however, this restriction shall not apply to applications which further the City's economic development, workforce housing, or green building programs.

6. Expiration. A waiver shall remain valid as long as the corresponding site plan or site plan modification approval remains in effect, or unless there is any amendment to the original waiver. Any amendment to the original approval shall require application for, and approval of, a new waiver.

---

Section 3. Chapter 3, Article III, Zoning Districts and Overlay Zones, Section 8, Overlay Zones, of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

Article III Zoning Districts and Overlay Zones

... Sec. 8. Overlay Zones.

D. Ocean Avenue Overlay Zone (OAOZ), Cultural District Overlay Zone

1. Purpose and Intent. The Ocean Avenue Cultural District Overlay Zone (OACDOZ) is comprised of multiple properties containing a mix of varying future land use map (FLUM) classifications and of zoning districts that currently accommodates residential (single-, two- and multi-family), commercial, and institutional land uses. The CRA Redevelopment Plan recommends the Mixed Use Medium Future Land Use Classification for a majority of the District, which allows a maximum density of fifty (50) dwelling units per acre. Proposed Future Land Use Classification, per the CRA Redevelopment Plan, is predominantly Mixed Use Medium, and has a density of 50 DU/AC. The remainder of the District is recommended for the Mixed use High Future Land Use Classification and the corresponding maximum density of 80 dwelling units per acre. The northeastern block from the FEC to NE 3rd Street, and from 1st Avenue to Ocean
Avenue, is proposed to have a Future Land Use Classification of Mixed Use High and a density of 80 DU/AC. As such, the densities of developments shall correspond with the respective FLUM classifications. For new developments however, the maximum allowable density shall be eleven (11) dwelling units per acre for projects on properties with single lot depth. Up to twenty (20) dwelling units per acre may be allowed for when reclassifying lots with double depth to mixed use (MX), and where such project creates a through lot between two (2) or more streets. The purpose and intent of the CD/OAZ are as follows:

a. Provide for a mix of selected commercial, residential, office, and entertainment uses and activities, with an emphasis on arts and cultural ventures that will encourage the adaptive re-use of existing buildings, restoration of historic structures, and maintain and further enhance the pedestrian scale and historic character of the area;

b. Encourage the location of specialty retail, artist related uses and entertainment establishments, along with pedestrian-friendly improvements in concentrations that would complement and support relationships between the downtown district and marina / waterfront attractions and encourage pedestrian movements between businesses, and between the marina / waterfront attractions to the east and the cultural / civic campus activities to the west;

c. Initiate implementation of various recommendations contained within CRA Redevelopment Plan related to approved redevelopment plans;

d. Stimulate greater awareness of and pride in the City's architectural, historical, and cultural heritage;

d.e. Ensure that redevelopment within this area, regardless of underlying zoning classification district, will maintain an appropriate development scale; and

e. Improve overall livability of the general area and stabilize and improve property values.

2. Defined. The Ocean Avenue Cultural District Overlay Zone (OACDOZ) shall be bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by Seacrest Boulevard, on the south by Southeast 2nd Street, and on the north by Northeast 1st Avenue, except between Northeast 1st Street and Northeast 3rd Street, the north boundary shall be the alley between Northeast 1st Avenue and Boynton Beach Boulevard.

3. Conflict. Unless deemed otherwise by the Planning & Zoning Director, in the event of any conflict between the provisions of the Ocean Avenue Cultural District Overlay Zone and any other sections of the Land Development Regulations, the provisions of this section shall prevail. These provisions shall not be construed to supersede any federal, state, or county laws; and/or any rezoning of lands to a mixed-use zoning district.

4. Uses Allowed. Active commercial uses shall be required on the street frontage of Ocean Avenue.
a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

- Accessory Dwelling Unit
- Dwelling, Single-family (detached)
- Dwelling, Two-family (duplex)
- Auto Dealer, New
- Auto Dealer, Used
- Automotive Parts Store
- Boat Dealer/Rental
- Cleaning Supply Store (Swimming Pool, Janitorial)
- Convenience Store
- Gasoline Station
- Auto Broker
- Automobile Rental
- Automotive, Major Repair
- Automotive, Minor Repair
- Automobile Rental
- Auto/Car Wash, Self-serve Bay
- Furniture & Home furnishing
- Auto/Car Wash (Polishing, Waxing, Detailing)
- Showroom warehouse (single-product line)
- Merchandise, Used (Other)
- Merchandise, New (Supercenter, Discount, Department, Club)
- Home Improvement Center
- Automotive Window Tinting/Stereo Installation/Alarms
- Coin-operated Laundry
- Funeral Home
- Pet Care (Boarding and Daycare)
- Cemetery
- Church
- Civic & Fraternal Club/Organization
- Group homes Type I, II, III, and IV
- College, Seminary, University
- School, Primary and Secondary
- School, Industrial & Trade
- Shooting Range, Indoor
- Adult entertainment
- Temporary employment agency
- Tutoring or Testing Center
- Private Parking Lots
- Social service agency

b. Any other automobile-oriented use not listed above are prohibited.

1. An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.
c. Drive-throughs are prohibited.
   (1) Drive-throughs may only be permitted when the drive-thru not visible from any right-of-ways; and
   (2) Drive-thrus must be designed to be completely behind a portion of the building or structure it serves.

d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard.

e. School, Professional & Technical
   (1) Professional and technical schools allowed in the CDOZ are limited to those that teach the culinary and visual arts.

f. Additionally, no legally, existing use shall be deemed non-conforming as a result of the CDOZ regulations.

See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D. Additionally, no existing use shall be deemed non-conforming.

5. **Modified Building and Site Regulations (Table 3-27)**. Development within this Overlay Zone, including proposed expansions and additions to existing structures shall be in accordance with the building and site regulations as follows:

| BUILDING/SITE REGULATIONS Ocean Avenue Overlay Zone* | "(Single Lot Depth)"
|-----------------------------------------------------|
| Minimum lot area: | 5,000 s.f.
| Minimum lot frontage: | 50 feet
| Build-to line: | -
|   - Front: | 5 ft – 15 ft²
|   - Corner side: | 5 ft – 15 ft²
| Minimum yard setbacks: | -
|   - Rear: | 10 feet
| Residential district: | 20 feet²
|   - Interior side: | 7.5 feet²
| Historic structures: | 10 feet
| Maximum lot coverage: | 65%
| Maximum structure height: | 35 feet²

*(Double Lot Depth)*

All new developments with double lot depth shall be constructed in accordance with the mixed-use low
intensity (MU-L1) zoning district building and site regulation Table 3-21 in Section 5.C. above, except as contained herein. See "Single Lot Depth" above for all proposed expansions or additions to existing structures.

<table>
<thead>
<tr>
<th>Maximum structure height:</th>
<th>35 feet²</th>
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</table>

**MODIFIED BUILDING/SITE REGULATIONS**

<table>
<thead>
<tr>
<th>Cultural District Overlay Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Lot Area:</strong></td>
</tr>
<tr>
<td><strong>Minimum Lot Frontage:</strong></td>
</tr>
</tbody>
</table>

**Pedestrian zone:**

<table>
<thead>
<tr>
<th>Minimum street tree area¹:</th>
<th>5 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Measured from the back of curb</td>
<td></td>
</tr>
<tr>
<td>Minimum sidewalk width²:</td>
<td>8 feet clear</td>
</tr>
<tr>
<td>*Measured from the centerline of street trees</td>
<td></td>
</tr>
<tr>
<td>Minimum active area width:</td>
<td>8 feet³</td>
</tr>
<tr>
<td>(Applicable to Ocean Avenue, Seacrest Boulevard, NE/SE 1st Street, and NE/SE 3rd Street frontages)</td>
<td>*Measured from edge of the sidewalk</td>
</tr>
<tr>
<td>Overhead utilities:</td>
<td>Must be undergrounded in conjunction with any new development or major modification of existing developments.</td>
</tr>
<tr>
<td><strong>Build-to line:</strong></td>
<td>Abuts the pedestrian zone</td>
</tr>
<tr>
<td><strong>Minimum building frontage</strong></td>
<td>75% of the lot frontage must be occupied by structure adjacent to the pedestrian zone</td>
</tr>
<tr>
<td>(Applicable to Ocean Avenue, Seacrest Boulevard, NE/SE 1st Street, and NE/SE 3rd Street frontages)</td>
<td></td>
</tr>
<tr>
<td><strong>Maximum structure height:</strong></td>
<td>See Corresponding Zoning District</td>
</tr>
<tr>
<td><strong>Ocean Avenue</strong></td>
<td>35 feet consistent for a depth of a minimum of 30 feet</td>
</tr>
<tr>
<td><strong>Seacrest Boulevard</strong></td>
<td>35 feet consistent for a depth of a minimum of 10 feet. For every 50 feet above 35 feet in height an additional 10 feet stepback is required.</td>
</tr>
<tr>
<td>Any properties abutting or adjacent to SE 2nd Avenue</td>
<td>35 feet</td>
</tr>
<tr>
<td><strong>Minimum structure height:</strong></td>
<td>30 feet</td>
</tr>
<tr>
<td><strong>Ocean Avenue</strong></td>
<td></td>
</tr>
<tr>
<td><strong>On-street parking:</strong></td>
<td>Required where possible and in accordance with the City’s Engineering Standards.</td>
</tr>
<tr>
<td><strong>Minimum yard setbacks:</strong></td>
<td></td>
</tr>
<tr>
<td>Rear</td>
<td>10 feet</td>
</tr>
<tr>
<td>Interior side</td>
<td>0 feet³</td>
</tr>
<tr>
<td><strong>Minimum Public Space:</strong></td>
<td>1% of lot area</td>
</tr>
</tbody>
</table>
1. No legally existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height.

2. Sidewalks shall be constructed of Holland-stone pavers, red/charcoal color mix by Paver Systems, Inc., or equal, laid in a 4S herringbone pattern.

3. Canopy trees are required 1 per 25 feet.

4. Minimum interior side setback and maximum height standards may require reductions when adjacent to registered historic structures.

5. Permanent structures such as columns, balconies, and walls are not permitted within the required active area.
No existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height. A paver plaza or "streetscape" design shall be required within the reduced building setback area where buildings are constructed in excess of five (5) feet from the property line.

4. Excluding property boundaries that abut rights-of-way. In these instances, the required setback shall be 10 feet.

5. The minimum side interior setback shall be five (5) feet for lots with 50 feet of frontage (but less than 75 feet).

6. Not to exceed three (3) stories.

6. Accessory Structures.

a. Fences:

(1) Fences along the front of the property street frontages are not permitted on East Ocean Avenue or Seacrest Boulevard. Discouraged.

(2) Fences along any street frontage shall not exceed three (3) feet in height.

(3) Any fence that is proposed in the remainder of the District, however, shall be decorative in nature, opaque, and not exceed three (3) feet in height. Walls, chain link, board on board, shadowbox, and similar types of fences are expressly prohibited.

b. All parking, mechanical equipment, trash containers, and miscellaneous equipment shall be landscaped to be screened from view.

97. Building Design.

a. Buildings in the Cultural District Overlay Zone (CDOZ) shall reflect a Coastal Village style
of architecture, consisting primarily of hip and/or gable roof, rectilinear forms with stepbacks, porches, and building articulation. This style derives its character from various elements associated with the Key West Vernacular and Bungalow styles of architecture found throughout South Florida. Overhangs for pedestrian canopies and visual interest should be incorporated whenever possible. Overhead structures gateways, and arches, help define space, provide pedestrian comfort, and reinforce character and identity.

---

a. New Buildings. All new buildings used for non-residential purposes shall be designed to be residential in character. The building design is encouraged to utilize sloped roofs, gables, porches, residential style windows and other elements normally associated with the typical frame vernacular buildings found in the City and throughout South Florida, and those of historic structures anticipated to be relocated to the area. New structures shall be constructed with the pedestrian building entries oriented towards the street and shall be sensitive to the scale, massing and design envisioned in the CRA Redevelopment Plan Downtown Master Plan.

b. Additions and Modifications to Existing Buildings and Structures. All building additions shall be sensitive to the original building design relative to the architectural style, building materials/components and treatments, and proportions. Original materials and details, as well as distinctive form and scale features, which contribute to the character of the building and/or surroundings, shall be preserved to the maximum extent feasible. Rehabilitation work shall not destroy the distinguishing quality or character of the property or its environment.

For historic structures, any new additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the structure. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic structure and its environment would be unimpaired.

c. Fenestration Requirements

<table>
<thead>
<tr>
<th>Street Frontage</th>
<th>Commercial Mixed-Use Developments (%)</th>
<th>Residential Development (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ocean Avenue</td>
<td>50°</td>
<td></td>
</tr>
<tr>
<td>SE 2nd Avenue</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Seacrest Boulevard</td>
<td>50°</td>
<td>30°</td>
</tr>
<tr>
<td>NE/SE 1st Street</td>
<td>50°</td>
<td></td>
</tr>
<tr>
<td>NE/SE 3rd Street</td>
<td>50°</td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1. These standards also apply to any portion of a ground-level facade facing a courtyard or patio.
2. To count toward this transparency requirement, a window or door opening must have a maximum sill height of 2 feet above grade and a minimum head height of 6 feet, 8 inches above grade.
Any transparent window and door openings occupying a ground-level street-facing building facade shall comply with the following standards:

i. The opening shall be filled with glazing that has a minimum visible light transmittance of 75 percent and a maximum reflectance of 15 percent.

ii. The opening shall be designed to allow view of an interior space at least five feet deep (e.g., transparent openings may include traditional storefront display windows, but not merely glass display cases). The view into a commercial use shall not be permanently obstructed by screens, shades, shutter, or opaque films applied to the glazing.

**d. RESERVED- Architectural Guidelines: Coastal Village**

### 8.7. Parking

a. Minimum Number of Required Spaces. The minimum number of required off-street parking spaces shall be calculated in accordance with Chapter 4, Article V, Section 2 above; however, the total number of required spaces may be reduced by up to fifty percent (50%) for all new developments, excluding multi-family residential projects. When two (2) or more adjacent property owners combine their off-street parking in accordance with the code and construct a shared parking facility with common access drives, the total number of required off-street parking spaces may be reduced by an additional ten percent (10%).

b. Allowable Location of Off-Street Parking Spaces.

1. The intent of the CDQA Oz is to screen off-street parking areas from abutting rights-of-way and locate buildings along front and side corner property lines. Therefore, on-site a requirement to locate off-street parking areas shall be located within rear and side interior yards for all new projects and those in which parking areas would be altered to accommodate a proposed building renovation or expansion.

2. Only existing parking areas for existing developments may remain if the spaces are unaltered as part of any building renovation or expansion. In these instances, the existing off-street parking area shall be substantially screened from off-premises by a hedge, decorative fencing, arcades, or a combination thereof, provided that such proposal remains consistent hedge and/or fencing would be compliant with the intent of the CDQA Oz, and to the standards of the urban landscape code to the maximum extent possible. Any deviation from the above standards would require the approval of a waiver in accordance with Chapter 2, Article II, Section 4.E.

3. If one hundred percent (100%) of the required off-street parking spaces cannot be provided on-site, they may be provided at an off-site location provided the following conditions are met: 1) the proposed location is not farther than five hundred (500) feet from the subject property as measured by a straight line from a point on the boundary of the property to the closest boundary line of the property to be leased; and 2) the off-site location is owned or leased by the...
owner or operator of the subject business or property owner. **Any lease agreement must be approved by the City Commission.** The parent business property shall be posted with signage indicating the location of the off-site parking spaces. All spaces provided by the property/business owner on and off-site shall be maintained as unreserved, unrestricted parking available to the public, except designated handicap spaces required by law.

c. **Exceptions to Providing Required Parking.** See **Chapter 4, Article V, Section 4.A.** for additional provisions regarding exceptions to providing required off-street parking.

### 8. Landscape and Streetscape Design

See Chapter 4, Article II, Section 4.B.5. for additional regulations regarding required landscaping and streetscape design.

### 9-10. Signage and Exterior Lighting Standards

a. Signs allowed within the **Cultural District Ocean Avenue Overlay Zone** shall be externally illuminated only, and **be limited to** consist of the prototypical monument sign designed for the area, wall mounted, and/or a projecting sign.

b. The size of wall mounted signs shall be calculated at one-half (0.5) square foot of sign area per one (1) lineal foot of building frontage measured along the main building entrance.

c. **Projecting signs are only permitted on the first floor.** Projecting signs and mounting brackets shall be decorative in nature, and the sign face shall not exceed **six** (6) square feet in size.

d. **Undercanopy signs are permitted one per doorway and shall not exceed 3 square feet each.** All undercanopy signs must have a minimum clearance of **8’**

e. **A-frame signs are permitted when included and reviewed as a part of an overall Sign Program.**

f. **Prohibited sign types:** Freestanding signs, roof mounted signs, any signs above **35 feet (first 3 stories), animated, or moving signs.**

g. **All Mixed-use developments are required to provide a plan for parking signage to maximize awareness of and access to public parking locations.**

h. **General lighting of the site shall harmonize with and blend into residential/mixed use environment.** Ground lighting and up lighting of the building and landscaping is encouraged. However, when the use of pole lighting is necessary, the fixture height shall not exceed fifteen (15) feet, be decorative in nature and compatible with the color and architecture of the building.

### Section 4

Chapter 3, Article IV, Use Regulations, **D. Use Matrix (Table 3-28)**. Footnotes of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

D. **Use Matrix (Table 3-28).**
Footnotes

18. Ocean Avenue Cultural District Overlay Zone.

a. This use is allowed in this zoning district only when proposed on a lot located within the Cultural District-Ocean Avenue Overlay Zone (CDOAZ).

b. Any proposed non-residential use that would abut a side property line of a residential use located on Northeast 1st Avenue or Southeast 1st Avenue requires conditional use approval.

c. Any allowable use is considered permitted by right, provided that it is proposed on property with frontage on Ocean Avenue; otherwise conditional use approval shall be required. Additionally, no existing uses shall be deemed non-conforming.

d. Professional and technical schools allowed in the OAOZ are limited to those that teach the culinary and visual Section 5. Chapter 4, Site Development Standards, Article V, Minimum Off-Street Parking Requirements, Section 4, of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

Sec. 4. Exceptions to Providing Required Off-Street Parking.

A. Adaptive Re-Use.

1. Applicability. The following described areas shall be eligible for specific parking reductions based upon adaptive re-use, including modifications, of existing buildings:

a. Ocean Avenue Cultural District Overlay Zone (OAOZ-CDOZ), as defined in Chapter 3, Article III, Section 8.D.

b. No additional parking shall be required where:

(1) The structure is enlarged in a manner not exceeding a cumulative total of one hundred percent (100%) of the existing gross floor area; or

(2) The capacity of the structure is increased by adding subordinate dwelling units or floor area within the existing building envelop; or

(3) The use of a structure is changed; or

(4) The number of seats for eating and drinking establishments is increased by up to fifty percent (50%) of the existing total or up to forty (40) seats are provided where the previous use had none.

Section 6. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall
Section 7. Authority is hereby given to codify this Ordinance.

Section 8. This Ordinance shall become effective immediately.

FIRST READING this ____ day of ____________, 2017.

SECOND, FINAL READING AND PASSAGE this ______ day of ____________, 2017.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Steven B. Grant

Vice Mayor – Justin Katz

Commissioner – Mack McCray

Commissioner – Christina L. Romelus

Commissioner – Joe Casello

VOTE

ATTEST:

Judith A. Pyle, CMC

City Clerk

(Corporate Seal)
TO: Chair and Members  
Planning & Development Board

FROM: Amanda Bassiely  
Senior Planner – Urban Designer

THRU: Michael Rumpf  
Planning and Zoning Director

DATE: March 13, 2017

RE: Amendments to the LAND DEVELOPMENT REGULATIONS, Chapters 2, 3 and 4 to continue the implementation of the Community Redevelopment Plan with the establishment of the new Cultural District Overlay Zone and the Boynton Beach Blvd Overlay Zone regulating site development standards, uses, and urban design standards.

OVERVIEW

The rewrite of the City’s land development regulations (LDR) in late 2010 allowed staff to perform a complete review and analysis of each standard, regulation, and process. As part of the post-adoption process, staff anticipates the periodic need for, and is prepared to expeditiously process, updates and amendments to the LDR for one or more of the following reasons:

1. Furthering business and economic development initiatives;
2. Advancing sustainability initiatives;
3. Maintaining internal consistency;
4. Achieving regulatory compliance; and
5. Incorporating implementation feedback necessary to meet original or current objectives and vision.

The proposed amendments would continue the implementation of the newly adopted CRA Community Redevelopment Plan.
EXPLANATION

The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016. Comprehensive implementation of the Plan will require a full “audit” and subsequent revisions of existing zoning and other land development regulations, to be completed by the end of 2017. However, some recommendations have immediate application to pending development projects and will therefore be implemented incrementally as needed.

These recommendations include overlay zones intended to provide specific requirements pertaining to scale, design, and architecture for two geographic areas. The requirements modify some of the regulations of their underlying zoning districts.

**Proposed Cultural District Overlay Zone**

The Cultural District Overlay Zone (CDOZ) encompasses the entire Cultural District, bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by Seacrest Boulevard, on the south by Southeast 2nd Avenue, and on the north by Northeast 1st Avenue.

The Cultural District is envisioned to be the principal hub for the City’s civic uses, public spaces and events. Since this area is essential to exhibiting and experiencing Boynton Beach’s unique character, setting the appropriate scale, design, and architecture is crucial to its success. There is currently an “Ocean Avenue Overlay Zone” on a portion of the District. The proposed amendments revise the existing overlay to be consistent with the vision outlined in the CRA Plan.

The proposed overlay zone enables further regulations to specifically address the goals of the District. The amendments focus on the four key areas:

1. **Uses**
   
   The overlay restricts specific uses that are not consistent with the goals of the district; most notably, it prohibits auto-oriented uses to promote pedestrian-friendly environment. At the same time, staff recognizes that there are existing uses that may not comply with the proposed standards. The overlay regulations specify that no such uses shall be deemed non-conforming.

2. **Site Development Standards**
   
   This section modifies the Site Development Standards of each underlying zoning district. The amendments comprise the requirement for a “pedestrian zone” along major roadways to include regulations on street trees, sidewalks, and active areas as well as street frontages, maximum and minimum building heights, build-to-lines, and setbacks.

3. **Building design /Architecture**
   
   The proposed overlay utilizes, preserves and enhances the existing architectural character of the District by implementing building design standards. Buildings within the Cultural District Overlay Zone should reflect a Coastal Village style of architecture, consisting primarily of hip and/or gable roofs, rectilinear forms with stepbacks, porches, and
building articulation. This style derives its character from various elements associated with the Key West Vernacular and Bungalow styles of architecture, found throughout Boynton Beach and South Florida.

Overhangs for pedestrian canopies and visual interest should be incorporated whenever possible. Overhead structures such as gateways and arches help define space, provide pedestrian comfort, and reinforce character and identity. New structures will be constructed with the pedestrian building entries oriented towards the street, and will be sensitive to the scale, massing and design envisioned in the CRA Redevelopment Plan.

4. Signage and Exterior Lighting Standards

The overlay permits wall signs, limited projecting signs, undercanopy signs, and decorative pedestrian and street lighting. The proposal also requires all mixed-use developments to provide a clear plan for parking signage.

Proposed Boynton Beach Boulevard Overlay Zone

Prior to its inclusion in the 2016 CRA Community Redevelopment Plan, Boynton Beach Boulevard did not have an adopted plan to help guide the development of the area. The Boulevard should acts as a welcoming and attractive entry to the City and as the entry to the City’s Downtown. The CRA Plan recommends the Mixed Use Low, Mixed Use Medium, and Mixed Use High Future Land Use classifications along the boulevard, increasing in intensity as the District approaches Downtown. The overall intent of the overlay is to encourage the location of restaurant, retail, office, and entertainment establishments, along with pedestrian-friendly improvements that would complement and support the Downtown. The overlay also strives to maintain a consistent character while improving overall livability of the general area and stabilizing/improving property values.

The Boynton Beach Boulevard Overlay Zone (BBBOZ) will encompass the length of Boynton Beach Boulevard, bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by I-95, on the south by Northeast and Northwest 1st Avenue, and on the north by Northeast and Northwest 3rd Avenue and Northwest 3rd Court.

The proposed BBBOZ is generally outlined in the same manner as the CDOZ; it addresses four key areas:

1. Uses

The proposed overlay restricts specific uses that are not consistent with the goals of the district and further regulate locations of certain other uses. For example, in an effort to preserve an attractive and pedestrian-friendly streetscape, drive-through uses are permitted only when completely screened from the right-of-way. Staff recognizes that there are existing uses that may not comply with the proposed standards. The overlay regulations specify that no existing use shall be deemed non-conforming.

2. Site Development Standards
This section modifies the Site Development Standards of each underlying zoning district. Similarly to the CDOZ, the amendments include the requirement of a “pedestrian zone” along major roadways. Also included are regulations on street frontages and build-tolines to maximize the appearance of a ‘street wall’, maximum and minimum building heights to create consistency over the varying land uses, and stepbacks and setbacks to protect adjacent neighborhoods and public areas.

3. Building design /Architecture

The design portion of the BBBOZ focuses on Urban Design’s standards that ensure buildings are oriented towards Boynton Beach Boulevard and require building fenestrations and wall articulation.

4. Signage and Exterior Lighting Standards

The BBBOZ builds on the CDOZ by allowing monument signs on prominent parcels along Boynton Beach Boulevard. Signs’ height, area and orientation are regulated to ensure they are compatible with the District’s goals.

**CONCLUSION/RECOMMENDATION**

Staff proposes these code amendments to further implement the CRA Community Redevelopment Plan and to support continued quality development and redevelopment of the area.

Attachments
Exhibit A:

Cultural District Overlay Zone Boundary
Exhibit B:

Proposed Cultural District Overlay Zone Code Amendments
Chapter 3. Zoning

Article III Zoning Districts and Overlay Zones

Sec. 8. Overlay Zones.

D. Ocean Avenue Overlay Zone (OAOZ)-Cultural District Overlay Zone

1. Purpose and Intent. The Ocean Avenue Cultural District Overlay Zone (OACDOZ) is comprised of multiple properties containing and a mix varying future land use map (FLUM) classifications and of zoning districts that currently accommodates residential (single-, two- and multi-family), commercial, and institutional land uses. The CRA Redevelopment Plan recommends the Mixed Use Medium Future Land Use Classification for a majority of the District, which allows a maximum density of fifty (50) dwelling units per acre. The proposed Future Land Use Classification, per the CRA Redevelopment Plan, is predominantly Mixed Use Medium, and has a density of 50 DU/AC. The remainder of the District is recommended for the Mixed Use High Future Land Use Classification and the corresponding maximum density of 80 dwelling units per acre. The northeastern block from the FEC to NE 3rd Street, and from 1st Avenue to Ocean Avenue, is proposed to have a Future Land Use Classification of Mixed Use High and a density of 80 DU/AC. As such, the densities of developments shall correspond with the respective FLUM classifications. For new developments however, the maximum allowable density shall be eleven (11) dwelling units per acre for projects on properties with single lot depth. Up to twenty (20) dwelling units per acre may be allowed for when reclassifying lots with double depth to mixed use (MX), and where such project creates a through lot between two (2) or more streets. The purpose and intent of the CD OAOZ are as follows:

a. Provide for a mix of selected commercial, residential, office, and entertainment uses and activities, with an emphasis on arts and cultural ventures that will encourage the adaptive re-use of existing buildings, restoration of historic structures, and maintain and further enhance the pedestrian scale and historic character scale of the area;

b. Encourage the location of specialty retail, artist related uses and entertainment establishments, along with pedestrian-friendly improvements in concentrations that would complement and support relationships between the downtown district and marina/waterfront attractions, enable and encourage pedestrian movements between businesses, and between the marina/waterfront attractions to the cast and the cultural/civic campus activities to the west;

c. Initiate implementation of various recommendations contained within CRA Redevelopment Plan related to approved redevelopment plans;

d. Stimulate greater awareness of pride in the City’s architectural, historical, and cultural heritage;

d. Ensure that redevelopment within this area, regardless of underlying zoning classification district, will maintain an appropriate development scale; and

e. Improve overall livability of the general area and stabilize and improve property values.

2. Defined. The Ocean Avenue Cultural District Overlay Zone (OACDOZ) shall be bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by Seacrest Boulevard, on the south by Southeast 2nd 1st Avenue, and on the north by Northeast 1st Avenue, except between Northeast 1st Avenue and Ocean Avenue.
Street and Northeast 3rd Street, the north boundary shall be the alley between Northeast 1st Avenue and Boynton Beach Boulevard.

3. **Conflict.** Unless deemed otherwise by the Planning & Zoning Director, in the event of any conflict between the provisions of the Ocean Avenue Cultural District Overlay Zone and any other sections of the Land Development Regulations, the provisions of this section shall prevail. These provisions shall not be construed to supersede any federal, state, or county laws; and/or any rezoning of lands to a mixed-use zoning district.

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4. **Uses Allowed.** Active commercial uses shall be required on the street frontage of Ocean Avenue.

   a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

   - Accessory Dwelling Unit
   - Dwelling, Single-family (detached)
   - Dwelling, Two-family (duplex)
   - Auto Dealer, New
   - Auto Dealer, Used
   - Automotive Parts Store
   - Boat Dealer/Rental
   - Cleaning Supply Store (Swimming Pool, Janitorial)
   - Convenience Store
   - Gasoline Station
   - Auto Broker
   - Automobile Rental
   - Automotive, Major Repair
   - Automotive, Minor Repair
   - Automobile Rental
   - Auto/Car Wash, Self-serve Bay
   - Furniture & Home Furnishing
   - Auto/Car Wash (Polishing, Waxing, Detailing)
   - Showroom warehouse (single-product line)
   - Merchandise, Used (Other)
   - Merchandise, New (Supercenter, Discount, Department, Club)
   - Home Improvement Center
   - Automotive Window Tinting/Stereo Installation/Alarms
   - Coin-operated Laundry
   - Funeral Home
   - Pet Care (Boarding and Daycare)
   - Cemetery
   - Church
   - Civic & Fraternal Club/ Organization
   - Group homes Type I, II, III, and IV
   - College, Seminary, University
   - School, Primary and Secondary
   - School, Industrial & Trade
   - Shooting Range, Indoor
   - Adult entertainment
   - Temporary employment agency
   - Tutoring or Testing Center
Private Parking Lots
Social service agency

b. Any other automobile-oriented use not listed above are prohibited.
   (1) An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

c. Drive-throughs are prohibited.
   (1) Drive-throughs may only be permitted when the drive-thru not visible from any right-of-ways; and
   (2) Drive-thrus must be designed to be completely behind a portion of the building or structure it serves.

d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard

e. School, Professional & Technical
   (1) Professional and technical schools allowed in the CDOZ are limited to those that teach the culinary and visual arts.

f. Additionally, no legally, existing use shall be deemed non-conforming as a result of the CDOZ regulations.

See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D. Additionally, no existing use shall be deemed non-conforming.
5. **Modified Building and Site Regulations** *(Table 3-27).* Development within this Overlay Zone, including proposed expansions and additions to existing structures shall be in accordance with the building and site regulations as follows:

<table>
<thead>
<tr>
<th>BUILDING/SITE REGULATIONS</th>
<th>Ocean Avenue Overlay Zone¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(Single Lot Depth)</strong></td>
<td></td>
</tr>
<tr>
<td>Minimum lot area:</td>
<td>5,000 s.f.</td>
</tr>
<tr>
<td>Minimum lot frontage:</td>
<td>50 feet</td>
</tr>
<tr>
<td>Build-to-line:</td>
<td></td>
</tr>
<tr>
<td>— Front:</td>
<td>5 ft – 15 ft²</td>
</tr>
<tr>
<td>— Corner side:</td>
<td>5 ft – 15 ft²</td>
</tr>
<tr>
<td>Minimum yard setbacks:</td>
<td></td>
</tr>
<tr>
<td>— Rear:</td>
<td>10 feet</td>
</tr>
<tr>
<td>— Residential district:</td>
<td>20 feet³</td>
</tr>
<tr>
<td>— Interior side:</td>
<td>7.5 feet⁴</td>
</tr>
<tr>
<td>— Historic structures:</td>
<td>10 feet</td>
</tr>
<tr>
<td>Maximum lot coverage:</td>
<td>65%</td>
</tr>
<tr>
<td>Maximum structure height:</td>
<td>35 feet⁵</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>(Double Lot Depth)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>All new developments with double lot depth shall be constructed in accordance with the mixed-use low intensity (MU-L1) zoning district building and site regulation Table 3-21 in Section 5.C. above, except as contained herein. See &quot;Single-Lot Depth&quot; above for all proposed expansions or additions to existing structures.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MODIFIED BUILDING/SITE REGULATIONS¹</th>
<th>Cultural District Overlay Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area:</td>
<td>10,000 square feet</td>
</tr>
<tr>
<td>Minimum Lot Frontage:</td>
<td>100 feet</td>
</tr>
<tr>
<td>Pedestrian zone:</td>
<td></td>
</tr>
<tr>
<td>Minimum street tree area³:</td>
<td>5 feet</td>
</tr>
<tr>
<td></td>
<td><em>Measured from the back of curb</em></td>
</tr>
<tr>
<td>Minimum sidewalk width³:</td>
<td>8 feet clear</td>
</tr>
<tr>
<td></td>
<td><em>Measured from the centerline of street trees</em></td>
</tr>
</tbody>
</table>
| **Minimum active area width:**  
(Applicable to Ocean Avenue, Seacrest Boulevard, NE/SE 1st Street, and NE/SE 3rd Street frontages) | 8 feet\(^5\)  
*Measured from edge of the sidewalk* |
<table>
<thead>
<tr>
<th></th>
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<tr>
<td><strong>Overhead utilities:</strong></td>
<td>Must be undergrounded in conjunction with any new development or major modification of existing developments.</td>
</tr>
<tr>
<td><strong>Build-to line:</strong></td>
<td>Abuts the pedestrian zone</td>
</tr>
</tbody>
</table>
| **Minimum building frontage**  
(Applicable to Ocean Avenue, Seacrest Boulevard, NE/SE 1st Street, and NE/SE 3rd Street frontages) | 75% of the lot frontage must be occupied by structure adjacent to the pedestrian zone |
| **Maximum structure height:** | See Corresponding Zoning District |
| **Ocean Avenue** | 35 feet consistent for a depth of a minimum of 30 feet |
| **Seacrest Boulevard** | 35 feet consistent for a depth of a minimum of 10 feet. For every 50 feet above 35 feet in height an additional 10 feet stepback is required. |
| Any properties abutting or adjacent to SE 2nd Avenue | 35 feet |
| **Minimum structure height:**  
Ocean Avenue | 30 feet |
| **On-street parking:** | Required where possible and in accordance with the City’s Engineering Standards. |
| **Minimum yard setbacks:** |  |
| **Rear:** | 10 feet |
| **Interior side:** | 0 feet\(^4\) |
| **Minimum Public Space:** | 1% of lot area |

\(^1\) No legally existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height.

\(^2\) Sidewalks shall be constructed of Holland-stone pavers, red-charcoal color mix by Paver Systems, Inc., or equal, laid in a 4S herringbone pattern.

\(^3\) Canopy trees are required 1 per 25 feet.

\(^4\) Minimum interior side setback and maximum height standards may require reductions when adjacent to registered historic structures.

\(^5\) Permanent structures such as columns, balconies, and walls are not permitted within the required active area.
No existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height. A paver plaza or "streetscape" design shall be required within the reduced building setback area where buildings are constructed in excess of five (5) feet from the property line.

Excluding property boundaries that abut rights-of-way. In these instances, the required setback shall be 10 feet.

The minimum side interior setback shall be five (5) feet for lots with 50 feet of frontage (but less than 75 feet).

Not to exceed three (3) stories.

--- 6. Accessory Structures.

a. Fences:
   (1) Fences along the front of the property street frontages are not permitted on East Ocean Avenue or Seacrest Boulevard. Discouraged.
   (2) Fences along any street frontage shall not exceed three (3) feet in height.
   (3) Any fence that is proposed in the remainder of the District however, shall be decorative in nature, opaque, and not exceed three (3) feet in height. Walls, chain link, board on board, shadowbox, and similar types of fences are expressly prohibited.

b. All parking, mechanical equipment, trash containers, and miscellaneous equipment shall be landscaped to be screened from view.

--- 97. Building Design.

a. Buildings in the Cultural District Overlay Zone (CDOZ) shall reflect a Coastal Village style of architecture, consisting primarily of hip and/or gable roof, rectilinear forms with stepbacks, porches, and building articulation. This style derives its character from various elements associated with the Key West Vernacular and Bungalow styles of architecture found throughout South Florida. Overhangs for pedestrian canopies and visual interest should be incorporated whenever possible. Overhead structures gateways, and arches, help define space, provide pedestrian comfort, and reinforce character and identity.

   a. New Buildings. All new buildings used for non-residential purposes shall be designed to be residential in character. The building design is encouraged to utilize sloped roofs, gables, porches, residential style windows and other elements normally associated with the typical frame vernacular buildings found in the City and throughout South Florida, and those of historic structures anticipated to be relocated to the area. New structures shall be constructed with the pedestrian building entries oriented towards the street and shall be sensitive to the scale, massing and design envisioned in the CRA Redevelopment Plan Downtown Master Plan.

   b. Additions and Modifications to Existing Buildings and Structures. All building additions shall be sensitive to the original building design relative to the architectural style, building materials/components and treatments, and proportions. Original materials and details, as well as distinctive form and scale features, which contribute to the character of the building and/or surroundings, shall be preserved to the maximum extent feasible. Rehabilitation work shall not destroy the distinguishing quality or character of the property or its environment.
For historic structures, any new additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the structure. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic structure and its environment would be unimpaired.

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<tr>
<td>Ocean Avenue</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>SE 2nd Avenue</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>Seacrest Boulevard</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>NE/SE 1st Street</td>
<td>50%</td>
<td>30%</td>
</tr>
<tr>
<td>NE/SE 3rd Street</td>
<td>50%</td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1. These standards also apply to any portion of a ground-level facade facing a courtyard or patio.
2. To count toward this transparency requirement, a window or door opening must have a maximum sill height of 2 feet above grade and a minimum head height of 6 feet, 8 inches above grade.

(1) Any transparent window and door openings occupying a ground-level street-facing building facade shall comply with the following standards:
   i. The opening shall be filled with glazing that has a minimum visible light transmittance of 75 percent and a maximum reflectance of 15 percent.
   ii. The opening shall be designed to allow view of an interior space at least five feet deep (e.g., transparent openings may include traditional storefront display windows, but not merely glass display cases). The view into a commercial use shall not be permanently obstructed by screens, shades, shutter, or opaque films applied to the glazing.

d. RESERVED- Architectural Guidelines: Coastal Village

8.7. Parking.

a. Minimum Number of Required Spaces. The minimum number of required off-street parking spaces shall be calculated in accordance with Chapter 4, Article V, Section 2 above; however, the total number of required spaces may be reduced by up to fifty percent (50%) for all new developments, excluding multi-family residential projects. When two (2) or more adjacent property owners combine their off-street parking in accordance with the code and construct
a shared parking facility with common access drives, the total number of required off-street parking spaces may be reduced by an additional ten percent (10%).

b. Allowable Location of Off-Street Parking Spaces.

(1) The intent of the CD OA Z is to screen off-street parking areas from abutting rights-of-way and locate buildings along front and side corner property lines. Therefore, on-site, a requirement to locate off-street parking areas shall be located within rear and side interior yards for all new projects and those in which parking areas would be altered to accommodate a proposed building renovation or expansion.

(2)(1) Only existing parking areas for existing developments may remain if the spaces are unaltered as part of any building renovation or expansion. In these instances, the existing off-street parking area shall be substantially screened from off-premises by a hedge, decorative fencing, arcades, or a combination thereof, provided that such proposal remains consistent hedge and/or fencing with the intent of the CD OA Z, and to the standards of the urban landscape code to the maximum extent possible. Any deviation from the above standards would require the approval of a waiver in accordance with Chapter 2, Article II, Section 4.E.

(2)(2) If one hundred percent (100%) of the required off-street parking spaces cannot be provided on-site, they may be provided at an off-site location provided the following conditions are met: 1) the proposed location is not farther than five hundred (500) feet from the subject property as measured by a straight line from a point on the boundary of the property to the closest boundary line of the property to be leased, and 2) the off-site location is owned or leased by the owner or operator of the subject business or property owner. Any lease agreement must be approved by the City Commission. The parent business property shall be posted with signage indicating the location of the off-site parking spaces. All spaces provided by the property/business owner on and off-site shall be maintained as unreserved, unrestricted parking available to the public, except designated handicap spaces required by law.

c. Exceptions to Providing Required Parking. See Chapter 4, Article V, Section 4.A. for additional provisions regarding exceptions to providing required off-street parking.

8. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5. for additional regulations regarding required landscaping and streetscape design.


a. Signs allowed within the Cultural District Ocean Avenue Overlay Zone shall be externally illuminated only, and be limited to consist of the prototypical monument sign designed for the area, wall mounted, and/or a projecting signs.

b. The size of wall mounted signs shall be calculated at one-half (0.5) square foot of sign area per one (1) lineal foot of building frontage measured along the main building entrance.

c. Projecting signs are only permitted on the first floor. Projecting signs and mounting brackets shall be decorative in nature, and the sign face shall not exceed six feet (5') square feet in size.

d. Undercanopy signs are permitted one per doorway and shall not exceed 3 square feet each. All undercanopy signs must have a minimum clearance of 8'

e. A-frame signs are permitted when included and reviewed as a part of an overall Sign Program.

f. Prohibited sign types: Freestanding signs, roof mounted signs, any signs above 35 feet (first 3 stories), animated, or moving signs.
g. All Mixed-use developments are required to provide a plan for parking signage to maximize awareness of and access to public parking locations.

h. General lighting of the site shall harmonize with and blend into residential/mixed use environment. Ground lighting and up lighting of the building and landscaping is encouraged. However, when the use of pole lighting is necessary, the fixture height shall not exceed fifteen (15) feet, be decorative in nature and compatible with the color and architecture of the building.
Part III LDR

Chapter 3 Zoning

Article IV Use Regulations

D. *Use Matrix (Table 3-28).*

*Footnotes*

18. **Ocean Avenue Cultural District** Overlay Zone.
   a. This use is allowed in this zoning district only when proposed on a lot located within the Cultural District-Ocean Avenue Overlay Zone (CD-OAOZ).
   b. Any proposed non-residential use that would abut a side property line of a residential use located on Northeast 1st Avenue or Southeast 1st Avenue requires conditional use approval.
   c. Any allowable use is considered permitted by right, provided that it is proposed on property with frontage on Ocean Avenue; otherwise conditional use approval shall be required. Additionally, no existing uses shall be deemed non-conforming.
   d. Professional and technical schools allowed in the OAOZ are limited to those that teach the culinary and visual
Part III LDR

Chapter 4 Site Development Standards

Article V Minimum Off-Street Parking Requirements

Sec. 4. Exceptions to Providing Required Off-Street Parking.

A. Adaptive Re-Use.

1. Applicability. The following described areas shall be eligible for specific parking reductions based upon adaptive re-use, including modifications, of existing buildings:
   a. Ocean Avenue Cultural District Overlay Zone (OAOZ-CDOZ), as defined in Chapter 3, Article III, Section 8.D.
   b. No additional parking shall be required where:
      (1) The structure is enlarged in a manner not exceeding a cumulative total of one hundred percent (100%) of the existing gross floor area; or
      (2) The capacity of the structure is increased by adding subordinate dwelling units or floor area within the existing building envelop; or
      (3) The use of a structure is changed; or
      (4) The number of seats for eating and drinking establishments is increased by up to fifty percent (50%) of the existing total or up to forty (40) seats are provided where the previous use had none.
Exhibit C:

Boynton Beach Boulevard Overlay Zone Boundary
Exhibit D:

Boynton Beach Boulevard Overlay Zone Code Amendments
F. Boynton Beach Boulevard Overlay Zone

1. **Purpose and Intent.** The Boynton Beach Boulevard Overlay Zone (BBBOZ) is comprised of multiple properties and a mix of zoning districts that currently accommodates primarily commercial, residential (single-family), and institutional land uses. The CRA Redevelopment Plan recommends the Mixed Use Low, Mixed Use Medium, and Mixed Use High Future Land Use Classification along Boynton Beach Boulevard, increasing in intensity as the District approached Downtown. The purpose and intent of the BBBOZ are as follows:
   a. Provide for a mix of selected commercial, residential, and office uses, with an emphasis on employment and entertainment uses that will encourage redevelopment of underutilized property and enhance the pedestrian scale and character of the area;
   b. The western area is to act as a welcoming and attractive entry to the City, while the eastern area is to act as the entry to the City’s Downtown;
   c. Encourage the location of restaurant, retail, office, and entertainment establishments, along with pedestrian-friendly improvements that would complement and support the Downtown.
   d. Continue implementation of various recommendations contained within CRA Redevelopment Plan related to;
   e. Ensure that redevelopment within this area, regardless of underlying zoning district, will maintain a consistent character; and
   f. Improve overall livability of the general area and stabilize and improve property values.

2. **Defined.** The Boynton Beach Boulevard Overlay Zone (BBBOZ) shall be bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by NW 5th Street, further by Interstate 95, on the south by NE and NW 1st Avenue, and on the north by NE 3rd Avenue and NW 3rd Court.

3. **Conflict.** Unless deemed otherwise by the Planning & Zoning Director, in the event of any conflict between the provisions of the Boynton Beach Boulevard Overlay Zone and any other sections of the Land Development Regulations, the provisions of this section shall prevail. These provisions shall not be construed to supersede any federal, state, or county laws.

4. **Uses:** Active commercial uses shall be required on the street frontage of Boynton Beach Boulevard.
a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

- Accessory Dwelling Unit
- Dwelling, Single-family (detached)
- Dwelling, Two-family (duplex)
- Auto Dealer, New
- Auto Dealer, Used
- Automotive Parts Store
- Boat Dealer/Rental
- Cleaning Supply Store (Swimming Pool, Janitorial)
- Convenience Store
- Gasoline Station
- Auto Broker
- Automobile Rental
- Automotive, Major Repair
- Automotive, Minor Repair
- Automobile Rental
- Auto/Car Wash, Self-serve Bay
- Furniture & Home furnishing, unless integrated into a mixed use development
- Auto/Car Wash (Polishing, Waxing, Detailing)
- Showroom warehouse (single-product line)
- Merchandise, Used (Other)
- Merchandise, New (Supercenter, Discount, Department, Club)
- Home Improvement Center
- Automotive Window Tinting/Stereo Installation/Alarms
- Coin-operated Laundry
- Funeral Home
- Pet Care (Boarding and Daycare)
- Cemetery
- Church
- Civic & Fraternal Club/Organization
- Group homes Type I, II, III, and IV
- College, Seminary, University
- School, Primary and Secondary
- School, Industrial & Trade
- Shooting Range, Indoor
- Adult entertainment
- Temporary employment agency
- Social service agency
- All Industrial Uses

b. Any other automobile-oriented use not listed above are prohibited.

(1) An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

c. Drive-throughs are prohibited.

(1) Drive-throughs may only be permitted when the drive-thru not visible from any right-of-ways; and
(2) Drive-throughs must be designed to be completely behind a portion of the building or structure it serves.

d. Live-work units are permitted, but may not front Boynton Beach Boulevard or Seacrest Boulevard.

e. Additionally, no legally, existing use shall be deemed non-conforming as a result of the BBBOZ regulations.
5. **Modified Building and Site Regulations.**

<table>
<thead>
<tr>
<th>MODIFIED BUILDING/SITE REGULATIONS(^1)</th>
<th>Boynton Beach Boulevard Overlay Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Lot Area:</strong></td>
<td>0.75 acre</td>
</tr>
<tr>
<td><strong>Minimum Lot Frontage:</strong></td>
<td></td>
</tr>
<tr>
<td>Boynton Beach Boulevard</td>
<td>150 feet</td>
</tr>
<tr>
<td><strong>Pedestrian zone:</strong></td>
<td></td>
</tr>
<tr>
<td>Minimum street tree area(^5):</td>
<td>5 feet</td>
</tr>
<tr>
<td></td>
<td>*Measured from the back of curb</td>
</tr>
<tr>
<td>Minimum sidewalk width(^6):</td>
<td>8 feet clear</td>
</tr>
<tr>
<td></td>
<td>*Measured from the centerline of street trees</td>
</tr>
<tr>
<td>Minimum active area width:</td>
<td>8 feet(^4)</td>
</tr>
<tr>
<td>(Applicable to Boynton Beach Boulevard and Seacrest Boulevard street frontages)</td>
<td>*Measured from edge of the sidewalk</td>
</tr>
<tr>
<td><strong>Overhead utilities:</strong></td>
<td>Must be undergrounded in conjunction with any new development or major modification of existing developments.</td>
</tr>
<tr>
<td><strong>Build-to line:</strong></td>
<td>Abuts the pedestrian zone</td>
</tr>
<tr>
<td><strong>Minimum building frontage:</strong></td>
<td>75% of the lot frontage must be occupied by structure adjacent to the pedestrian zone</td>
</tr>
<tr>
<td>(Applicable to Boynton Beach Boulevard, Seacrest Boulevard)</td>
<td></td>
</tr>
<tr>
<td><strong>Maximum structure height:</strong></td>
<td>See Corresponding Zoning District</td>
</tr>
<tr>
<td>Boynton Beach Boulevard and Seacrest Boulevard</td>
<td>45 feet</td>
</tr>
<tr>
<td></td>
<td>Any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10’ and for every 50 feet above 45 feet in height(^6) an additional 10 feet stepback is required.</td>
</tr>
<tr>
<td><strong>Minimum structure height:</strong></td>
<td>30 feet</td>
</tr>
<tr>
<td><strong>On-street parking:</strong></td>
<td>Required where possible and in accordance with the City’s Engineering Standards.</td>
</tr>
<tr>
<td><strong>Minimum yard setbacks:</strong></td>
<td></td>
</tr>
<tr>
<td>Rear:</td>
<td>10 feet</td>
</tr>
<tr>
<td>Abutting NW 1(^{st}) Avenue, NE 3(^{rd}) Avenue, NW 3(^{rd}) Avenue:</td>
<td>20 feet</td>
</tr>
<tr>
<td></td>
<td>The rear property line shall contain a continuous vegetative buffer.</td>
</tr>
<tr>
<td>Interior side:</td>
<td>0 feet</td>
</tr>
<tr>
<td><strong>Minimum Public Space:</strong></td>
<td>1% of lot area</td>
</tr>
</tbody>
</table>

\(^1\) No legally existing building or structure shall be deemed non-conforming with respect to setbacks, lot
coverage, or building height.

2 Sidewalks shall be constructed of Holland-stone pavers, red/charcoal color mix by Paver Systems, Inc., or equal, laid in a 45 herringbone pattern.

3 Canopy trees are required 1 per 25 feet.

4 Permanent structures such as columns, balconies, and walls are not permitted within the required active area.

6. **Accessory Structures.**
   a. **Fences:**
      (1) Fences along street frontages are not permitted on Boynton Beach Boulevard or Seacrest Boulevard.
      (2) Fences along any street frontages shall not exceed three (3) feet in height.
      (3) Any fence that is proposed in the reminder of the District shall be decorative in nature. Walls, chain link, board on board, shadowbox, and similar types of fences are prohibited.
   b. All parking, mechanical equipment, trash containers, and miscellaneous equipment shall be landscaped to be screened from view.
7. **Building Design.**
   
   a. Building orientation. Lots with frontage on Boynton Beach Boulevard must orient structures to Boynton Beach Blvd. The main pedestrian entry, or front door, must be fronting Boynton Beach Boulevard.
   
   b. Boynton Beach Boulevard and Seacrest Boulevard shall have maximized glazing on first floors.

<table>
<thead>
<tr>
<th>Ground-level building facade occupied by transparent window or door openings (minimum area)</th>
<th>Commercial Mixed-Use Developments (%)</th>
<th>Residential Development (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boynton Beach Boulevard</td>
<td>50²</td>
<td>30¹</td>
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<tr>
<td>Seacrest Boulevard</td>
<td>50²</td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**
1. These standards also apply to any portion of a ground-level facade facing a courtyard or patio.
2. To count toward this transparency requirement, a window or door opening must have a maximum sill height of 2 feet above grade and a minimum head height of 6 feet, 8 includes above grade.

   c. Any transparent window and door openings occupying a ground-level street-facing building facade shall comply with the following standards:
      1. The opening shall be filled with glazing that has a minimum visible light transmittance of 75 percent and a maximum reflectance of 15 percent.
      2. The opening shall be designed to allow view of an interior space at least five feet deep (e.g., transparent openings may include traditional storefront display windows, but not merely glass display cases). The view into a commercial use shall not be permanently obstructed by screens, shades, shutter, or opaque films applied to the glazing.

   d. Building Wall Articulation.
      
      a. Vertical articulation. Walls shall be offset by a minimum depth of two (2) feet once ever fifty (50) linear feet.
      
      b. Horizontal Articulation. Buildings shall step-back a minimum of ten (10) feet once the structure reaches forty-five (45) feet in height. Buildings must step back an additional ten (10) feet for every additional fifty (50) feet in height; the additional required step-backs may be dispersed in varying offsets.
UNDESIRABLE ARCHITECTURAL TREATMENT

VERTICAL ARTICULATION ADDED

HORIZONTAL ARTICULATION ADDED

PLAZA AREA CREATED IN THE BUILDINGS SETBACK AREA

MAJORITY OF BUILDING WALL LOCATED ALONG STREET R.O.W.

UP TO 25% OF MAJOR BUILDING FACADE MAY BE SETBACK FROM THE STREET R.O.W.

INCREASED SIDEWALK

CLIP BACK BUILDING CORNER PROVIDES INTERESTING ALLEY DESIGN BETWEEN BUILDINGS

LANDMARK FEATURE PERMITTED AT MAJOR INTERSECTION CORNER

PEDESTRIAN CUT THRU AT CORNER
8. **Parking.**
   a. **Minimum Number of Required Spaces.** The minimum number of required off-street parking spaces shall be calculated in accordance with Chapter 4, Article V, Section 2.
   
   b. **Allowable Location of Off-Street Parking Spaces.**
      1. The intent of the BBBOZ is to screen off-street parking areas from abutting rights-of-way and locate buildings along front and side corner property lines. Therefore, on-site parking shall be located within rear and side interior yards for all new projects and those in which parking areas would be altered to accommodate a proposed building renovation or expansion.
      2. Existing parking areas for existing developments may remain if the spaces are unaltered as part of any building renovation or expansion. In these instances, the existing off-street parking area shall be substantially screened from off-premises by a hedge, decorative fencing, arcades, or a combination thereof, provided that such proposal remain consistent with the intent of the BBBOZ, and to the standards of the urban landscape code to the maximum extent possible. Any deviation from the above standards would require the approval of a waiver in accordance with Chapter 2, Article II, Section 4.E.
      3. New developments with a Mix Use Low Land Use classification are permitted one (1), single loaded, row of parking in front of the building.
   c. **Exceptions to Providing Required Parking.** See Chapter 4, Article V, Section 4.A. for additional provisions regarding exceptions to providing required off-street parking.

9. **Signage and Exterior Lighting Standards.**
   a. Signs permitted within the Boynton Beach Boulevard Overlay Zone shall be externally illuminated only, and consist of wall mounted, and/or a projecting sign.
   b. The size of wall mounted signs shall be calculated at one-half (0.5) square foot of sign area per one (1) lineal foot of building frontage measured along the main building entrance.
   c. Projecting signs are only permitted on the first floor. Projecting signs and mounting brackets shall be decorative in nature, and the sign face shall not exceed five (5) square feet in size.
   d. Undercanopy signs are permitted one per doorway and shall not exceed 3 square feet each. All undercanopy signs must have a minimum clearance of 8’.
   e. Properties with over 250 feet of linear street frontage on Boynton Beach Boulevard are permitted one monument sign with a maximum height of five (5) feet, a maximum depth of eighteen (18) inches, and a maximum area of forty (40) square feet. Monuments signs shall be oriented perpendicular to the street.
   f. Prohibited sign types: Freestanding signs, roof mounted signs, any signs above 40 feet (first four (4) stories), animated, or moving signs.
   g. All Mixed-use developments are required to provide a plan for parking signage to maximize awareness of and access to public parking locations.
   h. General lighting of the site shall harmonize with and blend into residential/mixed use environment. Ground lighting and up lighting of the building and landscaping is encouraged. However, when the use of pole lighting is necessary, the fixture height shall not exceed fifteen (15) feet, be decorative in nature and compatible with the color and architecture of the building.
Exhibit E:

Overlay Zone Waivers
Sec. 4. Relief Applications.

1. General.  The purpose of this subsection is to provide an efficient relief process to allow for deviations from certain requirements and standards of Chapter 3 and Chapter 4 as they pertain to the Ocean Avenue Cultural District Overlay Zone (OAOZ) and Boynton Beach Boulevard Overlay Zone (BBBOZ). The intent of this application is not to provide a means for circumventing any such requirement or standard but to allow for a departure from the code upon demonstration that the subject request satisfies the intent of the review criteria contained herein.

b. Applicability. For property located within the OAOZ or the BBBOZ, the waiver process shall be available for deviations from any development and design standards of Chapter 3, Article III, Section 8.D.

2. Submittal Requirements. The applicant shall submit a letter that addresses the review criteria of Section 3.E.3. below, in addition to submitting any plans and exhibits required by the accompanying site plan, whenever applicable.

3. Review Criteria. The applicant shall justify each waiver request as part of the application for site plan or site plan modification. The applicant shall document the nature of the request, the extent of its departure from the standard regulation, and the basis for the request. The City may request additional information and documentation from the applicant, such as a shared-parking study, or other type of performance related analysis that further justifies the waiver request. The burden of proof shall be on the applicant to present a superior design alternative and demonstrate that the application would further the purpose and intent of the Overlay Zone OAOZ and not have any detrimental impact on adjacent properties or the surrounding area.

4. Approval Process. A waiver request may be approved by staff if the subject request is reviewed concurrently with a minor site plan modification application, and such application requires administrative review pursuant to the review criteria of Section 2.F. above. Otherwise, the waiver application requires review by the City Commission and shall be processed in accordance with Chapter 2, Article 1, Section 3.

5. Denial. Upon the denial of an application for relief hereunder, in whole or in part, a period of one (1) year must elapse prior to the filing of the same or similar application affecting the same property or any portion thereof; however, this restriction shall not apply to applications which further the City's economic development, workforce housing, or green building programs.
6. Expiration. A waiver shall remain valid as long as the corresponding site plan or site plan modification approval remains in effect, or unless there is any amendment to the original waiver. Any amendment to the original approval shall require application for, and approval of, a new waiver.
9.B.
PUBLIC HEARING
8/1/2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-016 - SECOND
READING - PUBLIC HEARING - Approve amendments to the LAND DEVELOPMENT REGULATIONS,
Chapters 2 and 3 to continue the implementation of the Community Redevelopment Plan with the establishment
of the new Boynton Beach Boulevard Overlay Zone regulating site development standards, uses, and urban
design. *(Staff requests item tabled to 8/15/17)*

EXPLANATION OF REQUEST:
The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016.
Comprehensive implementation of the Plan will require a full “audit” and subsequent revisions of existing
zoning and other land development regulations. However, some recommendations have immediate application
to pending development projects and will therefore be implemented incrementally as needed. These
recommendations include overlay zones intended to provide specific requirements pertaining to scale, design,
and architecture for two geographic areas. The requirements modify some of the regulations of their
underlying zoning districts.

Prior to its inclusion in the 2016 CRA Community Redevelopment Plan, Boynton Beach Boulevard did not
have an adopted plan to help guide the development of the area. The Boulevard should acts as a welcoming
and attractive entry to the City and as the entry to the City’s Downtown. The CRA Plan recommends the
Mixed Use Low, Mixed Use Medium, and Mixed Use High Future Land Use classifications along the
boulevard, increasing in intensity as the District approaches Downtown. The overall intent of the overlay is to
encourage the location of restaurant, retail, office, and entertainment establishments, along with pedestrian-
friendly improvements that would complement and support the Downtown. The overlay also strives to maintain
a consistent character while improving overall livability of the general area and stabilizing/improving property
values.

The Boynton Beach Boulevard Overlay Zone (BBBOZ) will encompass the length of Boynton Beach
Boulevard, bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by I-95, on the
south by Northeast and Northwest 1st Avenue, and on the north by Northeast and Northwest 3rd Avenue and
Northwest 3rd Court.

The Planning and Development Board reviewed the subject item on May 23, 2017, and by a vote of 3 to 4, the
motion to support the item failed.

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: N/A

Is this a grant? No

Grant Amount: N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Ordinance</td>
<td>Ordinance approving amendments to LDRs establishing the new Boynton Beach Boulevard Overlay Zone</td>
</tr>
<tr>
<td>Staff Report</td>
<td>Staff Report</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit A: Cultural District Overlay Zone Boundary</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit B: Proposed Cultural District Overlay Zone Code Amendments</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit C: Boynton Beach Boulevard Overlay Zone Boundary</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit D: Boynton Beach Boulevard Overlay Zone Code Amendments</td>
</tr>
<tr>
<td>Exhibit</td>
<td>Exhibit E: Overlay Zone Waivers</td>
</tr>
</tbody>
</table>

REVIEWERS:

<table>
<thead>
<tr>
<th>Department</th>
<th>Reviewer</th>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development</td>
<td>Stanzione, Tammy</td>
<td>Approved</td>
<td>7/11/2017 - 8:44 AM</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS AMENDING CHAPTERS 2 AND 3 TO CONTINUE THE IMPLEMENTATION OF THE COMMUNITY REDEVELOPMENT PLAN WITH THE ESTABLISHMENT OF THE NEW BOYNTON BEACH BOULEVARD OVERLAY ZONE REGULATING SITE DEVELOPMENT STANDARDS, ZONING USES, AND URBAN DESIGN STANDARDS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the CRA Plan (fka “the Consolidated Plan”) was adopted on October 4, 2016; and

WHEREAS, some recommendations of the Plan also include overlay zones intended to provide specific requirements pertaining to scale, design, and architecture for two geographic areas; and

WHEREAS, the requirements modify some of the regulations of their underlying zoning districts; and

WHEREAS, staff proposes these code amendments to further implement the CRA’s Community Redevelopment Plan and to support continued quality development and redevelopment of the area; and

WHEREAS, the City Commission of the City of Boynton Beach deems it to be in the best interest of the citizens and residents of the City to amend the Land Development Regulations to continue implementation of the Community Redevelopment Plan with the establishment of the new Boynton Beach Boulevard Overlay Zone regulating site development standards, uses and urban design standards.
NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. Chapter 2, Article II, Planning and Zoning Division Services, Section 4, Relief Applications, of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

Chapter 2, Art. II. Planning and Zoning Division Services

Sec. 4. Relief Applications

…

E. Waiver (Ocean Avenue Cultural District Overlay Zone and Boynton Beach Boulevard Overlay Zone).

1. General.

a. Purpose and Intent. The purpose of this subsection is to provide an efficient relief process to allow for deviations from certain requirements and standards of Chapter 3 and Chapter 4 as they pertain to the Ocean Avenue Cultural District Overlay Zone (OAOZ-CDOZ) and Boynton Beach Boulevard Overlay Zone (BBBOZ).

The intent of this application is not to provide a means for circumventing any such requirement or standard but to allow for a departure from the code upon demonstration that the subject request satisfies the intent of the review criteria contained herein.

b. Applicability. For property located within the OAOZ-CDOZ or the BBBOZ, the waiver process shall be available for deviations from any development and design standards of Chapter 3, Article III, Section 8.D.

2. Submittal Requirements. The applicant shall submit a letter that addresses the review criteria of Section 3.E.3. below, in addition to submitting any plans and exhibits required by the accompanying site plan, whenever applicable.

3. Review Criteria. The applicant shall justify each waiver request as part of the application for site plan or site plan modification. The applicant shall document the nature of the request, the extent of its departure from the standard regulation, and the basis for the request. The City may request additional information and documentation from the applicant, such as a shared-parking study, or other type of performance related analysis that further justifies the waiver request. The burden of proof shall be
on the applicant to present a superior design alternative and demonstrate that the application would further the purpose and intent of the Overlay Zone OAOZ and not have any detrimental impact on adjacent properties or the surrounding area.

4. Approval Process. A waiver request may be approved by staff if the subject request is reviewed concurrently with a minor site plan modification application, and such application requires administrative review pursuant to the review criteria of Section 2.F. above. Otherwise, the waiver application requires review by the City Commission and shall be processed in accordance with Chapter 2, Article 1, Section 3.

5. Denial. Upon the denial of an application for relief hereunder, in whole or in part, a period of one (1) year must elapse prior to the filing of the same or similar application affecting the same property or any portion thereof; however, this restriction shall not apply to applications which further the City's economic development, workforce housing, or green building programs.

6. Expiration. A waiver shall remain valid as long as the corresponding site plan or site plan modification approval remains in effect, or unless there is any amendment to the original waiver. Any amendment to the original approval shall require application for, and approval of, a new waiver.

Section 3. Chapter 3, Article III, Zoning Districts and Overlay Zones, Section 8, Overlay Zones, of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

Article III Zoning Districts and Overlay Zones

... Sec. 8. Overlay Zones.

... F. Boynton Beach Boulevard Overlay Zone

1. **Purpose and Intent.** The Boynton Beach Boulevard Overlay Zone (BBBOZ) is comprised of multiple properties and a mix of zoning districts that currently accommodates primarily commercial, residential (single-family), and institutional land uses. The CRA Redevelopment Plan recommends the Mixed Use Low, Mixed Use Medium, and Mixed Use High Future Land Use Classification along Boynton Beach Boulevard, increasing in intensity as the District approached Downtown. The purpose and intent of the BBBOZ are as follows:

a. Provide for a mix of selected commercial, residential, and office uses, with an emphasis on employment and entertainment uses that will encourage
redevelopment of underutilized property and enhance the pedestrian scale and character of the area;

b. The western area is to act as a welcoming and attractive entry to the City, while the eastern area is to act as the entry to the City’s Downtown;

c. Encourage the location of restaurant, retail, office, and entertainment establishments, along with pedestrian-friendly improvements that would complement and support the Downtown.

d. Continue implementation of various recommendations contained within CRA Redevelopment Plan related to:

e. Ensure that redevelopment within this area, regardless of underlying zoning district, will maintain a consistent character; and

f. Improve overall livability of the general area and stabilize and improve property values.

2. Defined. The Boynton Beach Boulevard Overlay Zone (BBBOZ) shall be bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by NW 5th Street, further by Interstate 95, on the south by NE and NW 1st Avenue, and on the north by NE 3rd Avenue and NW 3rd Court.

3. Conflict. Unless deemed otherwise by the Planning & Zoning Director, in the event of any conflict between the provisions of the Boynton Beach Boulevard Overlay Zone and any other sections of the Land Development Regulations, the provisions of this section shall prevail. These provisions shall not be construed to supersede any federal, state, or county laws.

4. Uses: Active commercial uses shall be required on the street frontage of Boynton Beach Boulevard.

a. Uses shall be determined by the underlying zoning district, see “Use Matrix Table 3-28” in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

- Accessory Dwelling Unit
- Dwelling, Single-family (detached)
- Dwelling, Two-family (duplex)
- Auto Dealer, New
- Auto Dealer, Used
- Automotive Parts Store
- Boat Dealer/Rental
- Cleaning Supply Store (Swimming Pool, Janitorial)
- Convenience Store
- Gasoline Station
- Auto Broker
Automobile Rental
Automotive, Major Repair
Automotive, Minor Repair
Automobile Rental
Auto/Car Wash, Self-serve Bay
Furniture & Home furnishing, unless integrated into a mixed use development
Auto/Car Wash (Polishing, Waxing, Detailing)
Showroom warehouse (single-product line)
Merchandise, Used (Other)
Merchandise, New (Supercenter, Discount, Department, Club)
Home Improvement Center
Automotive Window Tinting/Stereo Installation/Alarms
Coin-operated Laundry
Funeral Home
Pet Care (Boarding and Daycare)
Cemetery
Church
Civic & Fraternal Club/ Organization
Group homes Type I, II, III, and IV
College, Seminary, University
School, Primary and Secondary
School, Industrial & Trade
Shooting Range, Indoor
Adult entertainment
Temporary employment agency
Social service agency
All Industrial Uses

b. Any other automobile-oriented use not listed above are prohibited.

(1) An “automobile oriented use” shall be construed as a business which has a
principal purpose of servicing an automobile or consists of a building type or
feature which is designed for an automobile.

c. Drive-throughs are prohibited.

(1) Drive-throughs may only be permitted when the drive-thru not visible from any
right-of-ways; and

(2) Drive-throughs must be designed to be completely behind a portion of the
building or structure it serves.

d. Live-work units are permitted, but may not front Boynton Beach Boulevard or
Seacrest Boulevard.

e. Additionally, no legally, existing use shall be deemed non-conforming as a result
of the BBBOZ regulations.
5. **Modified Building and Site Regulations.**

<table>
<thead>
<tr>
<th>MODIFIED BUILDING/SITE REGULATIONS&lt;sup&gt;1&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boynton Beach Boulevard Overlay Zone</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minimum Lot Area:</th>
<th>0.75 acre</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Lot Frontage:</strong></td>
<td></td>
</tr>
<tr>
<td>Boynton Beach Boulevard</td>
<td>150 feet</td>
</tr>
</tbody>
</table>

**Pedestrian zone:**

<table>
<thead>
<tr>
<th>Minimum street tree area&lt;sup&gt;1&lt;/sup&gt;:</th>
<th>5 feet</th>
<th>*Measured from the back of curb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum sidewalk width&lt;sup&gt;1&lt;/sup&gt;:</td>
<td>8 feet clear</td>
<td>*Measured from the centerline of street trees</td>
</tr>
</tbody>
</table>

| Minimum active area width: (Applicable to Boynton Beach Boulevard and Seacrest Boulevard street frontages) | 8 feet<sup>1</sup> | *Measured from edge of the sidewalk |

**Overhead utilities:**

Must be undergrounded in conjunction with any new development or major modification of existing developments.

**Build-to line:**

Abuts the pedestrian zone

**Minimum building frontage:**

(Applicable to Boynton Beach Boulevard, Seacrest Boulevard)

75% of the lot frontage must be occupied by structure adjacent to the pedestrian zone

**Maximum structure height:**

See Corresponding Zoning District

| Boynton Beach Boulevard and Seacrest Boulevard | 45 feet | Any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10’ and for every 50 feet above 45 feet in height<sup>6</sup> an additional 10 feet stepback is required.

**Minimum structure height:**

30 feet

**On-street parking:**

Required where possible and in accordance with the City’s Engineering Standards.

**Minimum yard setbacks:**

<table>
<thead>
<tr>
<th>Rear:</th>
<th>10 feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abutting NW 1&lt;sup&gt;st&lt;/sup&gt; Avenue, NE 3&lt;sup&gt;rd&lt;/sup&gt; Avenue, NW 3&lt;sup&gt;rd&lt;/sup&gt; Avenue:</td>
<td>20 feet</td>
</tr>
</tbody>
</table>

| Interior side:                                      | 0 feet  |

**Minimum Public Space:**

1% of lot area
1. No legally existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height.

2. Sidewalks shall be constructed of Holland-stone pavers, red/charcoal color mix by Paver Systems, Inc., or equal, laid in a 4S herringbone pattern.

3. Canopy trees are required 1 per 25 feet.

4. Permanent structures such as columns, balconies, and walls are not permitted within the required active area.

6. **Accessory Structures.**
   a. **Fences:**
      1. Fences along street frontages are not permitted on Boynton Beach Boulevard or Seacrest Boulevard.
      2. Fences along any street frontages shall not exceed three (3) feet in height.
      3. Any fence that is proposed in the reminder of the District shall be decorative in nature. Walls, chain link, board on board, shadowbox, and similar types of fences are prohibited.
b. **All parking, mechanical equipment, trash containers, and miscellaneous equipment** shall be landscaped to be screened from view.
   a. Building orientation. Lots with frontage on Boynton Beach Boulevard must orient structures to Boynton Beach Blvd. The main pedestrian entry, or front door, must be facing Boynton Beach Boulevard.
   b. Boynton Beach Boulevard and Seacrest Boulevard shall have maximized glazing on first floors.

<table>
<thead>
<tr>
<th>Fenestration Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground-level building facade occupied by transparent window or door openings (minimum area)</td>
</tr>
<tr>
<td>Boynton Beach Boulevard</td>
</tr>
<tr>
<td>Seacrest Boulevard</td>
</tr>
</tbody>
</table>

NOTES:
1. These standards also apply to any portion of a ground-level facade facing a courtyard or patio.
2. To count toward this transparency requirement, a window or door opening must have a maximum sill height of 2 feet above grade and a minimum head height of 6 feet, 8 inches above grade.

c. Any transparent window and door openings occupying a ground-level street-facing building facade shall comply with the following standards:
   (1) The opening shall be filled with glazing that has a minimum visible light transmittance of 75 percent and a maximum reflectance of 15 percent.
   (2) The opening shall be designed to allow view of an interior space at least five feet deep (e.g., transparent openings may include traditional storefront display windows, but not merely glass display cases). The view into a commercial use shall not be permanently obstructed by screens, shades, shutter, or opaque films applied to the glazing.

d. Building Wall Articulation.
   a. Vertical articulation. Walls shall be offset by a minimum depth of two feet once every fifty (50) linear feet.
   b. Horizontal Articulation. Buildings shall step-back a minimum of ten (10) feet once the structure reaches forty-five (45) feet in height. Buildings must step back an additional ten (10) feet for every additional fifty (50) feet in height; the additional required step-backs may be dispersed in varying offsets.
UNDESIRABLE ARCHITECTURAL TREATMENT
VERTICAL ARTICULATION ADDED
HORIZONTAL ARTICULATION ADDED

PLAZA AREA CREATED IN THE BUILDINGS SETBACK AREA

MAJORITY OF BUILDING WALL LOCATED ALONG STREET R.O.W.

UP TO 25% OF MAJOR BUILDING FACADE MAY BE SETBACK FROM THE STREET R.O.W.

INCREASED SIDEWALK

CLIP BACK BUILDING CORNER PROVIDES INTERESTING ALLEY DESIGN BETWEEN BUILDINGS

LANDMARK FEATURE PERMITTED AT MAJOR INTERSECTION CORNER

PEDESTRIAN CUT THRU AT CORNER
8. **Parking.**
   a. **Minimum Number of Required Spaces.** The minimum number of required off-street parking spaces shall be calculated in accordance with Chapter 4, Article V, Section 2.
   b. **Allowable Location of Off-Street Parking Spaces.**
      1. The intent of the BBBOZ is to screen off-street parking areas from abutting rights-of-way and locate buildings along front and side corner property lines. Therefore, on-site parking shall be located within rear and side interior yards for all new projects and those in which parking areas would be altered to accommodate a proposed building renovation or expansion.
      2. Existing parking areas for existing developments may remain if the spaces are unaltered as part of any building renovation or expansion. In these instances, the existing off-street parking area shall be substantially screened from off-premises by a hedge, decorative fencing, arcades, or a combination thereof, provided that such proposal remain consistent with the intent of the BBBOZ, and to the standards of the urban landscape code to the maximum extent possible. Any deviation from the above standards would require the approval of a waiver in accordance with Chapter 2, Article II, Section 4.E.
      3. New developments with a Mix Use Low Land Use classification are permitted one (1), single loaded, row of parking in front of the building.
   c. **Exceptions to Providing Required Parking.** See Chapter 4, Article V, Section 4.A. for additional provisions regarding exceptions to providing required off-street parking.

9. **Signage and Exterior Lighting Standards.**
   a. Signs permitted within the Boynton Beach Boulevard Overlay Zone shall be externally illuminated only, and consist of wall mounted, and/or a projecting sign.
   b. The size of wall mounted signs shall be calculated at one-half (0.5) square foot of sign area per one (1) lineal foot of building frontage measured along the main building entrance.
   c. **Projecting signs are only permitted on the first floor. Projecting signs and mounting brackets shall be decorative in nature, and the sign face shall not exceed five (5) square feet in size.**
   d. **Undercanopy signs are permitted one per doorway and shall not exceed 3 square feet each. All undercanopy signs must have a minimum clearance of 8’**
   e. **Properties with over 250 feet of linear street frontage on Boynton Beach Boulevard are permitted one monument sign with a maximum height of five (5) feet, a maximum depth of eighteen (18) inches, and a maximum area of forty (40) square feet. Monuments signs shall be oriented perpendicular to the street.**
   f. **Prohibited sign types: Freestanding signs, roof mounted signs, any signs above 40 feet (first four (4) stories), animated, or moving signs.**
All Mixed-use developments are required to provide a plan for parking signage to maximize awareness of and access to public parking locations.

General lighting of the site shall harmonize with and blend into residential/mixed use environment. Ground lighting and up lighting of the building and landscaping is encouraged. However, when the use of pole lighting is necessary, the fixture height shall not exceed fifteen (15) feet, be decorative in nature and compatible with the color and architecture of the building.

Section 4. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 5. Authority is hereby given to codify this Ordinance.

Section 6. This Ordinance shall become effective immediately.

FIRST READING this ___ day of ____________, 2017.

SECOND, FINAL READING AND PASSAGE this _____ day of ____________, 2017.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Steven B. Grant
Vice Mayor – Justin Katz
Commissioner – Mack McCray
Commissioner – Christina L. Romelus
Commissioner – Joe Casello

VOTE

ATTEST:
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)
TO: Chair and Members
Planning & Development Board

FROM: Amanda Bassiely
Senior Planner – Urban Designer

THRU: Michael Rumpf
Planning and Zoning Director

DATE: March 13, 2017

RE: Amendments to the LAND DEVELOPMENT REGULATIONS, Chapters 2, 3 and 4 to continue the implementation of the Community Redevelopment Plan with the establishment of the new Cultural District Overlay Zone and the Boynton Beach Blvd Overlay Zone regulating site development standards, uses, and urban design standards.

OVERVIEW

The rewrite of the City’s land development regulations (LDR) in late 2010 allowed staff to perform a complete review and analysis of each standard, regulation, and process. As part of the post-adoption process, staff anticipates the periodic need for, and is prepared to expeditiously process, updates and amendments to the LDR for one or more of the following reasons:

1. Furthering business and economic development initiatives;
2. Advancing sustainability initiatives;
3. Maintaining internal consistency;
4. Achieving regulatory compliance; and
5. Incorporating implementation feedback necessary to meet original or current objectives and vision.

The proposed amendments would continue the implementation of the newly adopted CRA Community Redevelopment Plan.
EXPLANATION

The Boynton Beach CRA Community Redevelopment Plan was adopted on October 4th, 2016. Comprehensive implementation of the Plan will require a full “audit” and subsequent revisions of existing zoning and other land development regulations, to be completed by the end of 2017. However, some recommendations have immediate application to pending development projects and will therefore be implemented incrementally as needed.

These recommendations include overlay zones intended to provide specific requirements pertaining to scale, design, and architecture for two geographic areas. The requirements modify some of the regulations of their underlying zoning districts.

Proposed Cultural District Overlay Zone

The Cultural District Overlay Zone (CDOZ) encompasses the entire Cultural District, bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by Seacrest Boulevard, on the south by Southeast 2nd Avenue, and on the north by Northeast 1st Avenue.

The Cultural District is envisioned to be the principal hub for the City’s civic uses, public spaces and events. Since this area is essential to exhibiting and experiencing Boynton Beach’s unique character, setting the appropriate scale, design, and architecture is crucial to its success. There is currently an “Ocean Avenue Overlay Zone” on a portion of the District. The proposed amendments revise the existing overlay to be consistent with the vision outlined in the CRA Plan.

The proposed overlay zone enables further regulations to specifically address the goals of the District. The amendments focus on the four key areas:

1. Uses

   The overlay restricts specific uses that are not consistent with the goals of the district; most notably, it prohibits auto-oriented uses to promote pedestrian-friendly environment. At the same time, staff recognizes that there are existing uses that may not comply with the proposed standards. The overlay regulations specify that no such uses shall be deemed non-conforming.

2. Site Development Standards

   This section modifies the Site Development Standards of each underlying zoning district. The amendments comprise the requirement for a “pedestrian zone” along major roadways to include regulations on street trees, sidewalks, and active areas as well as street frontages, maximum and minimum building heights, build-to-lines, and setbacks.

3. Building design/Architecture

   The proposed overlay utilizes, preserves and enhances the existing architectural character of the District by implementing building design standards. Buildings within the Cultural District Overlay Zone should reflect a Coastal Village style of architecture, consisting primarily of hip and/or gable roofs, rectilinear forms with stepbacks, porches, and...
building articulation. This style derives its character from various elements associated with the Key West Vernacular and Bungalow styles of architecture, found throughout Boynton Beach and South Florida.

Overhangs for pedestrian canopies and visual interest should be incorporated whenever possible. Overhead structures such as gateways and arches help define space, provide pedestrian comfort, and reinforce character and identity. New structures will be constructed with the pedestrian building entries oriented towards the street, and will be sensitive to the scale, massing and design envisioned in the CRA Redevelopment Plan.

4. Signage and Exterior Lighting Standards

The overlay permits wall signs, limited projecting signs, undercanopy signs, and decorative pedestrian and street lighting. The proposal also requires all mixed-use developments to provide a clear plan for parking signage.

Proposed Boynton Beach Boulevard Overlay Zone

Prior to its inclusion in the 2016 CRA Community Redevelopment Plan, Boynton Beach Boulevard did not have an adopted plan to help guide the development of the area. The Boulevard should act as a welcoming and attractive entry to the City and as the entry to the City’s Downtown. The CRA Plan recommends the Mixed Use Low, Mixed Use Medium, and Mixed Use High Future Land Use classifications along the boulevard, increasing in intensity as the District approaches Downtown. The overall intent of the overlay is to encourage the location of restaurant, retail, office, and entertainment establishments, along with pedestrian-friendly improvements that would complement and support the Downtown. The overlay also strives to maintain a consistent character while improving overall livability of the general area and stabilizing/improving property values.

The Boynton Beach Boulevard Overlay Zone (BBBOZ) will encompass the length of Boynton Beach Boulevard, bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by I-95, on the south by Northeast and Northwest 1st Avenue, and on the north by Northeast and Northwest 3rd Avenue and Northwest 3rd Court.

The proposed BBBOZ is generally outlined in the same manner as the CDOZ; it addresses four key areas:

1. Uses

The proposed overlay restricts specific uses that are not consistent with the goals of the district and further regulate locations of certain other uses. For example, in an effort to preserve an attractive and pedestrian-friendly streetscape, drive-through uses are permitted only when completely screened from the right-of-way. Staff recognizes that there are existing uses that may not comply with the proposed standards. The overlay regulations specify that no existing use shall be deemed non-conforming.

2. Site Development Standards
This section modifies the Site Development Standards of each underlying zoning district. Similarly to the CDOZ, the amendments include the requirement of a “pedestrian zone” along major roadways. Also included are regulations on street frontages and build-to-lines to maximize the appearance of a ‘street wall’, maximum and minimum building heights to create consistency over the varying land uses, and stepbacks and setbacks to protect adjacent neighborhoods and public areas.

3. Building design /Architecture

The design portion of the BBBOZ focuses on Urban Design’s standards that ensure buildings are oriented towards Boynton Beach Boulevard and require building fenestrations and wall articulation.

4. Signage and Exterior Lighting Standards

The BBBOZ builds on the CDOZ by allowing monument signs on prominent parcels along Boynton Beach Boulevard. Signs’ height, area and orientation are regulated to ensure they are compatible with the District’s goals.

**CONCLUSION/RECOMMENDATION**

Staff proposes these code amendments to further implement the CRA Community Redevelopment Plan and to support continued quality development and redevelopment of the area.

Attachments
Exhibit A:

Cultural District Overlay Zone Boundary
Exhibit B:

Proposed Cultural District Overlay Zone Code Amendments
Part III LDR

Chapter 3. Zoning

Article III Zoning Districts and Overlay Zones

Sec. 8. Overlay Zones.

D. **Ocean Avenue Overlay Zone (OAOZ)-Cultural District Overlay Zone**

   1. **Purpose and Intent.** The **Ocean Avenue Cultural District (OAOCDOZ)** is comprised of multiple properties containing a mix of varying future land use map (FLUM) classifications and of zoning districts that currently accommodates residential (single-, two- and multi-family), commercial, and institutional land uses. The CRA Redevelopment Plan recommends the Mixed Use Medium Future Land Use Classification for a majority of the District, which allows a maximum density of fifty (50) dwelling units per acre. The proposed Future Land Use Classification, per the CRA Redevelopment Plan, is predominantly Mixed Use Medium, and has a density of 50 DU/AC. The remainder of the District is recommended for the Mixed use High Future Land Use Classification and the corresponding maximum density of 80 dwelling units per acre. The northeastern block from the FEC to NE 3rd Street, and from 1st Avenue to Ocean Avenue, is proposed to have a Future Land Use Classification of Mixed Use High and a density of 80 DU/AC. As such, the densities of developments shall correspond with the respective FLUM classifications. For new developments however, the maximum allowable density shall be eleven (11) dwelling units per acre for projects on properties with single lot depth. Up to twenty (20) dwelling units per acre may be allowed for when reclassifying lots with double depth to mixed use (MX), and where such project creates a through lot between two (2) or more streets. The purpose and intent of the OAOZ are as follows:

   a. Provide for a mix of selected commercial, residential, office, and entertainment uses and activities, with an emphasis on arts and cultural ventures that will encourage the adaptive re-use of existing buildings, restoration of historic structures, and maintain and further enhance the pedestrian scale and historic character scale of the area;

   b. Encourage the location of specialty retail, artist related uses and entertainment establishments, along with pedestrian-friendly improvements in concentrations that will complement and support relationships between the downtown district and marina / waterfront attractions enable and encourage pedestrian movements between businesses, and between the marina / waterfront attractions to the east and the cultural / civic campus activities to the west;

   c. Initiate implementation of various recommendations contained within CRA Redevelopment Plan related to approved redevelopment plans;

   d. Stimulate greater awareness of and pride in the City’s architectural, historical, and cultural heritage;

   d.e. Ensure that redevelopment within this area, regardless of underlying zoning classification district, will maintain an appropriate development scale; and

   e. Improve overall livability of the general area and stabilize and improve property values.

   2. **Defined.** The **Ocean Avenue Cultural District Overlay Zone (OAOCDOZ)** shall be bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by Seacrest Boulevard, on the south by Southeast 2nd Avenue, and on the north by Northeast 1st Avenue, except between Northeast 1st
Street and Northeast 3rd Street, the north boundary shall be the alley between Northeast 1st Avenue and Boynton Beach Boulevard.

3. Conflict. Unless deemed otherwise by the Planning & Zoning Director, in the event of any conflict between the provisions of the Ocean Avenue Cultural District Overlay Zone and any other sections of the Land Development Regulations, the provisions of this section shall prevail. These provisions shall not be construed to supersede any federal, state, or county laws; and/or any rezoning of lands to a mixed-use zoning district.

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4. Uses Allowed. Active commercial uses shall be required on the street frontage of Ocean Avenue.

   a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

       - Accessory Dwelling Unit
       - Dwelling, Single-family (detached)
       - Dwelling, Two-family (duplex)
       - Auto Dealer, New
       - Auto Dealer, Used
       - Automotive Parts Store
       - Boat Dealer/Rental
       - Cleaning Supply Store (Swimming Pool, Janitorial)
       - Convenience Store
       - Gasoline Station
       - Auto Broker
       - Automobile Rental
       - Automotive, Major Repair
       - Automotive, Minor Repair
       - Automobile Rental
       - Auto/Car Wash, Self-serve Bay
       - Furniture & Home furnishing
       - Auto/Car Wash (Polishing, Waxing, Detailing)
       - Showroom warehouse (single-product line)
       - Merchandise, Used (Other)
       - Merchandise, New (Supercenter, Discount, Department, Club)
       - Home Improvement Center
       - Automotive Window Tinting/Stereo Installation/Alarms
       - Coin-operated Laundry
       - Funeral Home
       - Pet Care (Boarding and Daycare)
       - Cemetery
       - Church
       - Civic & Fraternal Club/ Organization
       - Group homes Type I, II, III, and IV
       - College, Seminary, University
       - School, Primary and Secondary
       - School, Industrial & Trade
       - Shooting Range, Indoor
       - Adult entertainment
       - Temporary employment agency
       - Tutoring or Testing Center
b. Any other automobile-oriented use not listed above are prohibited.
   (1) An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

c. Drive-throughs are prohibited.
   (1) Drive-throughs may only be permitted when the drive-thru not visible from any right-of-ways; and
   (2) Drive-thrus must be designed to be completely behind a portion of the building or structure it serves.

d. Live-work units are permitted, but may not front East Ocean Avenue or Seacrest Boulevard.

e. School, Professional & Technical
   (1) Professional and technical schools allowed in the CDOZ are limited to those that teach the culinary and visual arts.

f. Additionally, no legally, existing use shall be deemed non-conforming as a result of the CDOZ regulations.

See “Use Matrix Table 3-28” in Chapter 3, Article IV, Section 3.D. Additionally, no existing use shall be deemed non-conforming.
5. **Modified Building and Site Regulations** *(Table 3.27)*. Development within this Overlay Zone, including proposed expansions and additions to existing structures shall be in accordance with the building and site regulations as follows:

### BUILDING/SITE REGULATIONS

**Ocean Avenue Overlay Zone**

*(Single Lot Depth)*

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum lot area:</td>
<td>5,000 s.f.</td>
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<tr>
<td>Minimum lot frontage:</td>
<td>50 feet</td>
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<tr>
<td>Build-to-line:</td>
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<tr>
<td>Front</td>
<td>5 ft–15 ft</td>
</tr>
<tr>
<td>Corner side</td>
<td>5 ft–15 ft</td>
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<tr>
<td>Minimum yard setbacks:</td>
<td></td>
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<tr>
<td>Rear</td>
<td>10 feet</td>
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<tr>
<td>Residential district:</td>
<td>20 feet</td>
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<td>Interior side</td>
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<td>Historic structures:</td>
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<td>Maximum lot coverage:</td>
<td>65%</td>
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<tr>
<td>Maximum structure height:</td>
<td>35 feet</td>
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</tbody>
</table>

*(Double Lot Depth)*

All new developments with double lot depth shall be constructed in accordance with the mixed-use low intensity (MU-L1) zoning district building and site regulation Table 3.21 in Section 5.C. above, except as contained herein.

See "Single-Lot Depth" above for all proposed expansions or additions to existing structures.

### MODIFIED BUILDING/SITE REGULATIONS

**Cultural District Overlay Zone**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area:</td>
<td>10,000 square feet</td>
</tr>
<tr>
<td>Minimum Lot Frontage:</td>
<td>100 feet</td>
</tr>
<tr>
<td>Pedestrian zone:</td>
<td></td>
</tr>
<tr>
<td>Minimum street tree area:</td>
<td>5 feet</td>
</tr>
<tr>
<td><em>Measured from the back of curb</em></td>
<td></td>
</tr>
<tr>
<td>Minimum sidewalk width:</td>
<td>8 feet clear</td>
</tr>
<tr>
<td><em>Measured from the centerline of street trees</em></td>
<td></td>
</tr>
</tbody>
</table>
| **Minimum active area width:** (Applicable to Ocean Avenue, Seacrest Boulevard, NE/SE 1st Street, and NE/SE 3rd Street frontages) | 8 feet\(^5\)  
*Measured from edge of the sidewalk* |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overhead utilities:</strong></td>
<td>Must be undergrounded in conjunction with any new development or major modification of existing developments.</td>
</tr>
<tr>
<td><strong>Build-to line:</strong></td>
<td>Abuts the pedestrian zone</td>
</tr>
<tr>
<td><strong>Minimum building frontage</strong> (Applicable to Ocean Avenue, Seacrest Boulevard, NE/SE 1st Street, and NE/SE 3rd Street frontages)</td>
<td>75% of the lot frontage must be occupied by structure adjacent to the pedestrian zone</td>
</tr>
<tr>
<td><strong>Maximum structure height:</strong></td>
<td>See Corresponding Zoning District</td>
</tr>
<tr>
<td><strong>Ocean Avenue</strong></td>
<td>35 feet consistent for a depth of a minimum of 30 feet</td>
</tr>
<tr>
<td><strong>Seacrest Boulevard</strong></td>
<td>35 feet consistent for a depth of a minimum of 10 feet. For every 50 feet above 35 feet in height an additional 10 feet stepback is required.</td>
</tr>
<tr>
<td>Any properties abutting or adjacent to SE 2nd Avenue</td>
<td>35 feet</td>
</tr>
<tr>
<td><strong>Minimum structure height:</strong> <strong>Ocean Avenue</strong></td>
<td>30 feet</td>
</tr>
<tr>
<td><strong>On-street parking:</strong></td>
<td>Required where possible and in accordance with the City’s Engineering Standards.</td>
</tr>
</tbody>
</table>
| **Minimum yard setbacks:**  
| Rear: | 10 feet |
| Interior side: | 0 feet\(^4\) |
| **Minimum Public Space:** | 1% of lot area |

1. No legally existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height.  
2. Sidewalks shall be constructed of Holland-stone pavers, red/charcoal color mix by Paver Systems, Inc., or equal, laid in a 4S herringbone pattern  
3. Canopy trees are required 1 per 25 feet  
4. Minimum interior side setback and maximum height standards may require reductions when adjacent to registered historic structures.  
5. Permanent structures such as columns, balconies, and walls are not permitted within the required active area.
No existing building or structure shall be deemed non-conforming with respect to setbacks, lot coverage, or building height. A paver plaza or "streetscape" design shall be required within the reduced building setback area where buildings are constructed in excess of five (5) feet from the property line.

Excluding property boundaries that abut rights-of-way. In these instances, the required setback shall be 10 feet.

The minimum side interior setback shall be five (5) feet for lots with 50 feet of frontage (but less than 75 feet).

Not to exceed three (3) stories.

---

6. Accessory Structures.

   a. Fences:
      1. Fences along the front of the property street frontages are not permitted on East Ocean Avenue or Seacrest Boulevard. discouraged.
      2. Fences along any street frontage shall not exceed three (3) feet in height.
      3. Any fence that is proposed in the remainder of the District however, shall be decorative in nature, opaque, and not exceed three (3) feet in height. Walls, chain link, board on board, shadowbox, and similar types of fences are expressly prohibited.

b. All parking, mechanical equipment, trash containers, and miscellaneous equipment shall be landscaped to be screened from view.

---

97. Building Design.

   a. Buildings in the Cultural District Overlay Zone (CDOZ) shall reflect a Coastal Village style of architecture, consisting primarily of hip and/or gable roof, rectilinear forms with stepbacks, porches, and building articulation. This style derives its character from various elements associated with the Key West Vernacular and Bungalow styles of architecture found throughout South Florida. Overhangs for pedestrian canopies and visual interest should be incorporated whenever possible. Overhead structures gateways, and arches, help define space, provide pedestrian comfort, and reinforce character and identity.

      a. New Buildings. All new buildings used for non-residential purposes shall be designed to be residential in character. The building design is encouraged to utilize sloped roofs, gables, porches, residential style windows and other elements normally associated with the typical frame vernacular buildings found in the City and throughout South Florida, and those of historic structures anticipated to be relocated to the area. New structures shall be constructed with the pedestrian building entries oriented towards the street and shall be sensitive to the scale, massing and design envisioned in the CRA Redevelopment Plan Downtown Master Plan.

   b. Additions and Modifications to Existing Buildings and Structures. All building additions shall be sensitive to the original building design relative to the architectural style, building materials/components and treatments, and proportions. Original materials and details, as well as distinctive form and scale features, which contribute to the character of the building and/or surroundings, shall be preserved to the maximum extent feasible. Rehabilitation work shall not destroy the distinguishing quality or character of the property or its environment.
For historic structures, any new additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the structure. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic structure and its environment would be unimpaired.

c. Fenestration Requirements

<table>
<thead>
<tr>
<th>Street Frontage</th>
<th>Commercial Mixed-Use Developments (%)</th>
<th>Residential Development (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ocean Avenue</td>
<td>50²</td>
<td>30²</td>
</tr>
<tr>
<td>SE 2nd Avenue</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Seacrest Boulevard</td>
<td>50²</td>
<td></td>
</tr>
<tr>
<td>NE/SE 1st Street</td>
<td>50²</td>
<td></td>
</tr>
<tr>
<td>NE/SE 3rd Street</td>
<td>50²</td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1. These standards also apply to any portion of a ground-level facade facing a courtyard or patio.
2. To count toward this transparency requirement, a window or door opening must have a maximum sill height of 2 feet above grade and a minimum head height of 6 feet, 8 inches above grade.

(1) Any transparent window and door openings occupying a ground-level street-facing building facade shall comply with the following standards:
   i. The opening shall be filled with glazing that has a minimum visible light transmittance of 75 percent and a maximum reflectance of 15 percent.
   ii. The opening shall be designed to allow view of an interior space at least five feet deep (e.g., transparent openings may include traditional storefront display windows, but not merely glass display cases). The view into a commercial use shall not be permanently obstructed by screens, shades, shutter, or opaque films applied to the glazing.

8.7 Parking.

a. Minimum Number of Required Spaces. The minimum number of required off-street parking spaces shall be calculated in accordance with Chapter 4, Article V, Section 2 above; however, the total number of required spaces may be reduced by up to fifty percent (50%) for all new developments, excluding multi-family residential projects. When two (2) or more adjacent property owners combine their off-street parking in accordance with the code and construct
a shared parking facility with common access drives, the total number of required off-street parking spaces may be reduced by an additional ten percent (10%).

b. Allowable Location of Off-Street Parking Spaces.
   (1) The intent of the CDOAOZ is to screen off-street parking areas from abutting rights-of-way and locate buildings along front and side corner property lines. Therefore, on-site locations to locate off-street parking areas shall be located within rear and side interior yards for all new projects and those in which parking areas would be altered to accommodate a proposed building renovation or expansion.
   (1)(2) Existing parking areas for existing developments may remain if the spaces are unaltered as part of any building renovation or expansion. In these instances, the existing off-street parking area shall be substantially screened from off-premises by a hedge, decorative fencing, arcades, or a combination thereof, provided that such proposal remains consistent with the intent of the CDOAOZ, and to the standards of the urban landscape code to the maximum extent possible. Any deviation from the above standards would require the approval of a waiver in accordance with Chapter 2, Article II, Section 4.E.
   (2)(3) If one hundred percent (100%) of the required off-street parking spaces cannot be provided on-site, they may be provided at an off-site location provided the following conditions are met: 1) the proposed location is not farther than five hundred (500) feet from the subject property as measured by a straight line from a point on the boundary of the property to the closest boundary line of the property to be leased; and 2) the off-site location is owned or leased by the owner or operator of the subject business or property owner. Any lease agreement must be approved by the City Commission. The parent business property shall be posted with signage indicating the location of the off-site parking spaces. All spaces provided by the property/business owner on and off-site shall be maintained as unreserved, unrestricted parking available to the public, except designated handicap spaces required by law.

c. Exceptions to Providing Required Parking. See Chapter 4, Article V, Section 4.A. for additional provisions regarding exceptions to providing required off-street parking.

8. Landscape and Streetscape Design. See Chapter 4, Article II, Section 4.B.5. for additional regulations regarding required landscaping and streetscape design.

9-10. Signage and Exterior Lighting Standards.

a. Signs allowed within the Cultural District Ocean Avenue Overlay Zone shall be externally illuminated only, and be limited to consist of the prototypical monument sign designed for the area, wall mounted, and/or a projecting signs.

b. The size of wall mounted signs shall be calculated at one-half (0.5) square foot of sign area per one (1) lineal foot of building frontage measured along the main building entrance.

c. Projecting signs are only permitted on the first floor. Projecting signs and mounting brackets shall be decorative in nature, and the sign face shall not exceed six (6) square feet in size.

d. Undercanopy signs are permitted one per doorway and shall not exceed 3 square feet each. All undercanopy signs must have a minimum clearance of 8’

e. A-frame signs are permitted when included and reviewed as a part of an overall Sign Program.

f. Prohibited sign types: Freestanding signs, roof mounted signs, any signs above 35 feet (first 3 stories), animated, or moving signs.
g. All Mixed-use developments are required to provide a plan for parking signage to maximize awareness of and access to public parking locations.

h. General lighting of the site shall harmonize with and blend into residential/mixed use environment. Ground lighting and up lighting of the building and landscaping is encouraged. However, when the use of pole lighting is necessary, the fixture height shall not exceed fifteen (15) feet, be decorative in nature and compatible with the color and architecture of the building.
Part III LDR

Chapter 3 Zoning

Article IV Use Regulations

D. Use Matrix (Table 3-28).

Footnotes

18. Ocean Avenue Cultural District Overlay Zone.

a. This use is allowed in this zoning district only when proposed on a lot located within the Cultural District-Ocean Avenue Overlay Zone (CD-OAOZ).

b. Any proposed non-residential use that would abut a side property line of a residential use located on Northeast 1st Avenue or Southeast 1st Avenue requires conditional use approval.

c. Any allowable use is considered permitted by right, provided that it is proposed on property with frontage on Ocean Avenue; otherwise conditional use approval shall be required. Additionally, no existing uses shall be deemed non-conforming.

d. Professional and technical schools allowed in the OAOZ are limited to those that teach the culinary and visual
Chapter 4 Site Development Standards

Article V Minimum Off-Street Parking Requirements

Sec. 4. Exceptions to Providing Required Off-Street Parking.

A. Adaptive Re-Use.

1. Applicability. The following described areas shall be eligible for specific parking reductions based upon adaptive re-use, including modifications, of existing buildings:
   a. Ocean Avenue Cultural District Overlay Zone (OAOZ-CDOZ), as defined in Chapter 3, Article III, Section 8.D.
   b. No additional parking shall be required where:
      (1) The structure is enlarged in a manner not exceeding a cumulative total of one hundred percent (100%) of the existing gross floor area; or
      (2) The capacity of the structure is increased by adding subordinate dwelling units or floor area within the existing building envelop; or
      (3) The use of a structure is changed; or
      (4) The number of seats for eating and drinking establishments is increased by up to fifty percent (50%) of the existing total or up to forty (40) seats are provided where the previous use had none.
Exhibit C:

Boynton Beach Boulevard Overlay Zone Boundary
Exhibit D:

Boynton Beach Boulevard Overlay Zone Code Amendments
Chapter 3. Zoning

Article III Zoning Districts and Overlay Zones

Sec. 8. Overlay Zones.

F. Boynton Beach Boulevard Overlay Zone

1. **Purpose and Intent.** The Boynton Beach Boulevard Overlay Zone (BBBOZ) is comprised of multiple properties and a mix of zoning districts that currently accommodates primarily commercial, residential (single-family), and institutional land uses. The CRA Redevelopment Plan recommends the Mixed Use Low, Mixed Use Medium, and Mixed Use High Future Land Use Classification along Boynton Beach Boulevard, increasing in intensity as the District approached Downtown. The purpose and intent of the BBBOZ are as follows:
   a. Provide for a mix of selected commercial, residential, and office uses, with an emphasis on employment and entertainment uses that will encourage redevelopment of underutilized property and enhance the pedestrian scale and character of the area;
   b. The western area is to act as a welcoming and attractive entry to the City, while the eastern area is to act as the entry to the City’s Downtown;
   c. Encourage the location of restaurant, retail, office, and entertainment establishments, along with pedestrian-friendly improvements that would complement and support the Downtown;
   d. Continue implementation of various recommendations contained within CRA Redevelopment Plan related to;
   e. Ensure that redevelopment within this area, regardless of underlying zoning district, will maintain a consistent character; and
   f. Improve overall livability of the general area and stabilize and improve property values.

2. **Defined.** The Boynton Beach Boulevard Overlay Zone (BBBOZ) shall be bounded on the east by the Florida East Coast Railroad (F.E.C.), on the west by NW 5th Street, further by Interstate 95, on the south by NE and NW 1st Avenue, and on the north by NE 3rd Avenue and NW 3rd Court.

3. **Conflict.** Unless deemed otherwise by the Planning & Zoning Director, in the event of any conflict between the provisions of the Boynton Beach Boulevard Overlay Zone and any other sections of the Land Development Regulations, the provisions of this section shall prevail. These provisions shall not be construed to supersede any federal, state, or county laws.

4. **Uses:** Active commercial uses shall be required on the street frontage of Boynton Beach Boulevard.
a. Uses shall be determined by the underlying zoning district, see "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D, with the exception of the following prohibited uses:

- Accessory Dwelling Unit
- Dwelling, Single-family (detached)
- Dwelling, Two-family (duplex)
- Auto Dealer, New
- Auto Dealer, Used
- Automotive Parts Store
- Boat Dealer/Rental
- Cleaning Supply Store (Swimming Pool, Janitorial)
- Convenience Store
- Gasoline Station
- Auto Broker
- Automobile Rental
- Automotive, Major Repair
- Automotive, Minor Repair
- Automobile Rental
- Auto/Car Wash, Self-serve Bay
- Furniture & Home furnishing, unless integrated into a mixed use development
- Auto/Car Wash (Polishing, Waxing, Detailing)
- Showroom warehouse (single-product line)
- Merchandise, Used (Other)
- Merchandise, New (Supercenter, Discount, Department, Club)
- Home Improvement Center
- Automotive Window Tinting/Stereo Installation/Alarms
- Coin-operated Laundry
- Funeral Home
- Pet Care (Boarding and Daycare)
- Cemetery
- Church
- Civic & Fraternal Club/ Organization
- Group homes Type I, II, III, and IV
- College, Seminary, University
- School, Primary and Secondary
- School, Industrial & Trade
- Shooting Range, Indoor
- Adult entertainment
- Temporary employment agency
- Social service agency
- All Industrial Uses

b. Any other automobile-oriented use not listed above are prohibited.

1. An “automobile oriented use” shall be construed as a business which has a principal purpose of servicing an automobile or consists of a building type or feature which is designed for an automobile.

c. Drive-throughs are prohibited.

1. Drive-throughs may only be permitted when the drive-thru not visible from any right-of-ways; and
(2) Drive-throughs must be designed to be completely behind a portion of the building or structure it serves.

d. Live-work units are permitted, but may not front Boynton Beach Boulevard or Seacrest Boulevard.

e. Additionally, no legally, existing use shall be deemed non-conforming as a result of the BBBOZ regulations.
### Modified Building and Site Regulations

<table>
<thead>
<tr>
<th>MODIFIED BUILDING/SITE REGULATIONS&lt;sup&gt;1&lt;/sup&gt;</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boynton Beach Boulevard Overlay Zone</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Minimum Lot Area:</strong></td>
<td>0.75 acre</td>
</tr>
<tr>
<td><strong>Minimum Lot Frontage:</strong></td>
<td>150 feet</td>
</tr>
<tr>
<td>Boynton Beach Boulevard</td>
<td>150 feet</td>
</tr>
<tr>
<td><strong>Pedestrian zone:</strong></td>
<td></td>
</tr>
<tr>
<td>Minimum street tree area&lt;sup&gt;2&lt;/sup&gt;:</td>
<td>5 feet</td>
</tr>
<tr>
<td><em>Measured from the back of curb</em></td>
<td></td>
</tr>
<tr>
<td>Minimum sidewalk width&lt;sup&gt;2&lt;/sup&gt;:</td>
<td>8 feet clear</td>
</tr>
<tr>
<td><em>Measured from the centerline of street trees</em></td>
<td></td>
</tr>
<tr>
<td>Minimum active area width:</td>
<td>8 feet&lt;sup&gt;4&lt;/sup&gt;</td>
</tr>
<tr>
<td>(Applicable to Boynton Beach Boulevard and Seacrest Boulevard street frontages)</td>
<td><em>Measured from edge of the sidewalk</em></td>
</tr>
<tr>
<td><strong>Overhead utilities:</strong></td>
<td>Must be undergrounded in conjunction with any new development or major modification of existing developments.</td>
</tr>
<tr>
<td><strong>Build-to line:</strong></td>
<td>Abuts the pedestrian zone</td>
</tr>
<tr>
<td><strong>Minimum building frontage:</strong></td>
<td>75% of the lot frontage must be occupied by structure adjacent to the pedestrian zone</td>
</tr>
<tr>
<td>(Applicable to Boynton Beach Boulevard, Seacrest Boulevard)</td>
<td></td>
</tr>
<tr>
<td><strong>Maximum structure height:</strong></td>
<td>See Corresponding Zoning District</td>
</tr>
<tr>
<td>Boynton Beach Boulevard and Seacrest Boulevard</td>
<td>45 feet</td>
</tr>
<tr>
<td>Any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10’ and for every 50 feet above 45 feet in height an additional 10 feet stepback is required.</td>
<td></td>
</tr>
<tr>
<td><strong>Minimum structure height:</strong></td>
<td>30 feet</td>
</tr>
<tr>
<td><strong>On-street parking:</strong></td>
<td>Required where possible and in accordance with the City’s Engineering Standards.</td>
</tr>
<tr>
<td><strong>Minimum yard setbacks:</strong></td>
<td></td>
</tr>
<tr>
<td>Rear:</td>
<td>10 feet</td>
</tr>
<tr>
<td>Abutting NW 1&lt;sup&gt;st&lt;/sup&gt; Avenue, NE 3&lt;sup&gt;rd&lt;/sup&gt; Avenue, NW 3&lt;sup&gt;rd&lt;/sup&gt; Avenue:</td>
<td>20 feet</td>
</tr>
<tr>
<td>The rear property line shall contain a continuous vegetative buffer.</td>
<td></td>
</tr>
<tr>
<td>Interior side:</td>
<td>0 feet</td>
</tr>
<tr>
<td><strong>Minimum Public Space:</strong></td>
<td>1% of lot area</td>
</tr>
<tr>
<td>&lt;sup&gt;1&lt;/sup&gt; No legally existing building or structure shall be deemed non-conforming with respect to setbacks, lot...</td>
<td></td>
</tr>
</tbody>
</table>
coverage, or building height.

2 Sidewalks shall be constructed of Holland-stone pavers, red/charcoal color mix by Paver Systems, Inc., or equal, laid in a 45 herringbone pattern.

3 Canopy trees are required 1 per 25 feet.

4 Permanent structures such as columns, balconies, and walls are not permitted within the required active area.

6. **Accessory Structures.**
   a. Fences:
      (1) Fences along street frontages are not permitted on Boynton Beach Boulevard or Seacrest Boulevard.
      (2) Fences along any street frontages shall not exceed three (3) feet in height.
      (3) Any fence that is proposed in the reminder of the District shall be decorative in nature. Walls, chain link, board on board, shadowbox, and similar types of fences are prohibited.
   b. All parking, mechanical equipment, trash containers, and miscellaneous equipment shall be landscaped to be screened from view.
7. **Building Design.**
   a. **Building orientation.** Lots with frontage on Boynton Beach Boulevard must orient structures to Boynton Beach Blvd. The main pedestrian entry, or front door, must be fronting Boynton Beach Boulevard.
   b. **Boynton Beach Boulevard** and Seacrest Boulevard shall have maximized glazing on first floors.

<table>
<thead>
<tr>
<th>Fenestration Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground-level building facade occupied by transparent window or door openings (minimum area)</td>
</tr>
<tr>
<td>Boynton Beach Boulevard</td>
</tr>
<tr>
<td>Seacrest Boulevard</td>
</tr>
</tbody>
</table>

**NOTES:**
1. These standards also apply to any portion of a ground-level facade facing a courtyard or patio.
2. To count toward this transparency requirement, a window or door opening must have a maximum sill height of 2 feet above grade and a minimum head height of 6 feet, 8 includes above grade.

   c. Any transparent window and door openings occupying a ground-level street-facing building facade shall comply with the following standards:
      (1) The opening shall be filled with glazing that has a minimum visible light transmittance of 75 percent and a maximum reflectance of 15 percent.
      (2) The opening shall be designed to allow view of an interior space at least five feet deep (e.g., transparent openings may include traditional storefront display windows, but not merely glass display cases). The view into a commercial use shall not be permanently obstructed by screens, shades, shutter, or opaque films applied to the glazing.

   d. **Building Wall Articulation.**
      a. **Vertical articulation.** Walls shall be offset by a minimum depth of two (2) feet once ever fifty (50) linear feet.
      b. **Horizontal Articulation.** Buildings shall step-back a minimum of ten (10) feet once the structure reaches forty-five (45) feet in height. Buildings must step back an additional ten (10) feet for every additional fifty (50) feet in height; the additional required step-backs may be dispersed in varying offsets.
UNDESIABLE ARCHITECTURAL TREATMENT

VERTICAL ARTICULATION ADDED

HORIZONTAL ARTICULATION ADDED

MAJORITY OF BUILDING WALL LOCATED ALONG STREET R.O.W.

PLAZA AREA CREATED IN THE BUILDINGS SETBACK AREA

UP TO 25% OF MAJOR BUILDING FACADE MAY BE SETBACK FROM THE STREET R.O.W.

INCREASED SIDEWALK

CLIP BACK BUILDING CORNER PROVIDES INTERESTING ALLEY DESIGN BETWEEN BUILDINGS

LANDMARK FEATURE PERMITTED AT MAJOR INTERSECTION CORNER

PEDESTRIAN CUT THRU AT CORNER
   a. Minimum Number of Required Spaces. The minimum number of required off-street parking spaces shall be calculated in accordance with Chapter 4, Article V, Section 2.

   b. Allowable Location of Off-Street Parking Spaces.
      (1) The intent of the BBBOZ is to screen off-street parking areas from abutting rights-of-way and locate buildings along front and side corner property lines. Therefore, on-site parking shall be located within rear and side interior yards for all new projects and those in which parking areas would be altered to accommodate a proposed building renovation or expansion.

      (2) Existing parking areas for existing developments may remain if the spaces are unaltered as part of any building renovation or expansion. In these instances, the existing off-street parking area shall be substantially screened from off-premises by a hedge, decorative fencing, arcades, or a combination thereof, provided that such proposal remain consistent with the intent of the BBBOZ, and to the standards of the urban landscape code to the maximum extent possible. Any deviation from the above standards would require the approval of a waiver in accordance with Chapter 2, Article II, Section 4.E.

      (3) New developments with a Mix Use Low Land Use classification are permitted one (1), single loaded, row of parking in front of the building.

   c. Exceptions to Providing Required Parking. See Chapter 4, Article V, Section 4.A. for additional provisions regarding exceptions to providing required off-street parking.


   a. Signs permitted within the Boynton Beach Boulevard Overlay Zone shall be externally illuminated only, and consist of wall mounted, and/or a projecting sign.

   b. The size of wall mounted signs shall be calculated at one-half (0.5) square foot of sign area per one (1) lineal foot of building frontage measured along the main building entrance.

   c. Projecting signs are only permitted on the first floor. Projecting signs and mounting brackets shall be decorative in nature, and the sign face shall not exceed five (5) square feet in size.

   d. Undercanopy signs are permitted one per doorway and shall not exceed 3 square feet each. All undercanopy signs must have a minimum clearance of 8’.

   e. Properties with over 250 feet of linear street frontage on Boynton Beach Boulevard are permitted one monument sign with a maximum height of five (5) feet, a maximum depth of eighteen (18) inches, and a maximum area of forty (40) square feet. Monuments signs shall be oriented perpendicular to the street.

   f. Prohibited sign types: Freestanding signs, roof mounted signs, any signs above 40 feet (first four (4) stories), animated, or moving signs.

   g. All Mixed-use developments are required to provide a plan for parking signage to maximize awareness of and access to public parking locations.

   h. General lighting of the site shall harmonize with and blend into residential/mixed use environment. Ground lighting and up lighting of the building and landscaping is encouraged. However, when the use of pole lighting is necessary, the fixture height shall not exceed fifteen (15) feet, be decorative in nature and compatible with the color and architecture of the building.
Exhibit E:

Overlay Zone Waivers
Part III LDR

Chapter 2

Article II Planning and Zoning Division Services

Sec. 4. Relief Applications.

E. Waiver (Ocean Avenue Cultural District Overlay Zone and Boynton Beach Boulevard Overlay Zone).

1. General.
   a. Purpose and Intent. The purpose of this subsection is to provide an efficient relief process to allow for deviations from certain requirements and standards of Chapter 3 and Chapter 4 as they pertain to the Ocean Avenue Cultural District Overlay Zone (OAOZ-CD) and Boynton Beach Boulevard Overlay Zone (BBBOZ). The intent of this application is not to provide a means for circumventing any such requirement or standard but to allow for a departure from the code upon demonstration that the subject request satisfies the intent of the review criteria contained herein.
   b. Applicability. For property located within the OAOZ-CD or the BBBOZ, the waiver process shall be available for deviations from any development and design standards of Chapter 3, Article III, Section 8.D.

2. Submittal Requirements. The applicant shall submit a letter that addresses the review criteria of Section 3.E.3. below, in addition to submitting any plans and exhibits required by the accompanying site plan, whenever applicable.

3. Review Criteria. The applicant shall justify each waiver request as part of the application for site plan or site plan modification. The applicant shall document the nature of the request, the extent of its departure from the standard regulation, and the basis for the request. The City may request additional information and documentation from the applicant, such as a shared-parking study, or other type of performance related analysis that further justifies the waiver request. The burden of proof shall be on the applicant to present a superior design alternative and demonstrate that the application would further the purpose and intent of the Overlay Zone OAOZ-CD and not have any detrimental impact on adjacent properties or the surrounding area.

4. Approval Process. A waiver request may be approved by staff if the subject request is reviewed concurrently with a minor site plan modification application, and such application requires administrative review pursuant to the review criteria of Section 2.F. above. Otherwise, the waiver application requires review by the City Commission and shall be processed in accordance with Chapter 2, Article 1, Section 3.

5. Denial. Upon the denial of an application for relief hereunder, in whole or in part, a period of one (1) year must elapse prior to the filing of the same or similar application affecting the same property or any portion thereof; however, this restriction shall not apply to applications which further the City's economic development, workforce housing, or green building programs.
6. **Expiration.** A waiver shall remain valid as long as the corresponding site plan or site plan modification approval remains in effect, or unless there is any amendment to the original waiver. Any amendment to the original approval shall require application for, and approval of, a new waiver.
Commissioner McCray has requested this item be brought back for reconsideration. The Commission last acted on this item on September 8, 2016. Commissioner Casello made a motion to terminate the City’s contract with ATS. Then-Vice Mayor McCray seconded the motion. The motion passed 3-2, with Mayor Grant and then-Commissioner Katz dissenting.

EXPLANATION OF REQUEST:
On August 3, 2009, the City of Boynton Beach and American Traffic Solutions (“ATS”) entered into a Professional Services Agreement, as amended, to facilitate the implementation of the City’s red light camera program. Through its Business Rules, the City established a process to review photographic images and streaming video of potential red light violations.

In October 2014 the Fourth District Court of Appeal issued an opinion about the City of Hollywood’s red light camera program (“the *Arem* case”). Although the Boynton Beach program is distinct from, and different than, the program described in the *Arem* case, local judges and hearing officers decided to dismiss all of the City’s pending red light cases and used the *Arem* case as a basis to do so. The City Commission then voted to suspend the City’s red light camera program until the matter could be resolved.

City staff revised the Red Light Camera Business Rules to address the opinions expressed by the local judges and hearing officers. The City also made a few changes based on the opinions expressed in the *Arem* case, even though the City’s program has always been different than the program described in the *Arem* case. Following these program modifications, on August 4, 2015, the City Commission approved the Fourth Amendment to its agreement with ATS and authorized the City’s red light camera program to resume operation.

Pursuant to the amended agreement with ATS, the City received a three-month financial credit for the time that the cameras were turned off and a reduction in the monthly lease amount per camera.

The City has the option to cancel the ATS contract for any reason or no reason at all, effective December 31, 2016. To do so, the City must notify ATS on or before October 3, 2016. Otherwise, the contract will continue through its expiration date of May 14, 2021.

On September 8, 2016, the Commission voted to cancel the City’s contract with ATS, effective December 31, 2016. The City stopped issuing red light camera violations as of December 31, 2016. Due to the normal function of the red light camera statute and the court system, as of today, there are still pending red light camera cases. Therefore, both City staff and ATS staff are actively working on pending violations pursuant to the terms and conditions of the City’s contract with ATS.

The City’s red light camera program has been challenged multiple times. Thus far, the City’s pre-*Arem* and post-*Arem* programs have survived those challenges. At the local administrative hearings, the Red Light Magistrate has heard testimony and evidence regarding the City’s modified red light camera program and made a ruling that the City’s red light camera program is legal. The traffic infraction hearings in County Court have been heard by at least four (4) different Traffic Hearing Officers. Each Traffic Hearing Officer has heard testimony and evidence regarding the City’s modified red light camera program and made a ruling that the
City’s red light camera program is legal.

Thus far, whether pre-Arem or post-Arem, the local, trial, and appellate courts have found Boynton Beach’s red light camera program to be lawful. In 2015, Judge Eissey, a County Court judge, dismissed the City’s cases based on the City’s pre-Arem red light camera program and he used Arem as a basis for his dismissal decision. The City appealed Judge Eissey’s decision to the Circuit Court and the Circuit Court reversed Judge Eissey’s ruling, finding that the City’s pre-Arem program was legal. Two violators, Anderson and Brown, filed two separate Circuit Court appeals based on the City’s post-Arem program. In both cases, the Circuit Court ruled in Boynton Beach’s favor and found that the City’s post-Arem program is legal.

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

Should the proposed Motion to Reconsider passes, the Commission will also need to pass a Motion to Rescind its September 14, 2016 letter of termination to ATS. If the Commission chooses to rescind cancellation of the contract, the Commission will have to direct the City Attorney to notify ATS of the decision, request ATS’s acceptance, and resume issuing red light camera violations. At the direction of the Commission, the City Attorney, City Manager, and Police Chief may work with ATS to resume using cameras to enforce red light violations. The ATS cameras and infrastructure are still in place, so enforcement pursuant to the terms and conditions of the contract may resume once the City staff and ATS staff are fully re-mobilized.

Resuming the red light camera program will support the City’s original stated goal of protecting the Citizens of Boynton Beach from the danger created by individuals who run red lights in violation of Florida law.

**FISCAL IMPACT:** Budgeted

The amount of the fine is $158 per ticket, $83 is remitted to the State of Florida and $75 is retained by the City to operate the program. For the most recent fiscal year 2015/2016, the average monthly revenues and expenses were:

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Fines Received</td>
<td>$262,000</td>
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<td>Amt to the State</td>
<td>(138,000)</td>
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<td>Amt retained City</td>
<td>124,000</td>
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<tr>
<td>Operating costs</td>
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<tr>
<td>ATS camera lease ($65K)</td>
<td></td>
</tr>
<tr>
<td>legal ($14K), magistrate ($1K)</td>
<td>(80,000)</td>
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<tr>
<td>Amt remaining in traffic fund</td>
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In previous years the traffic fund covered personnel costs for 3 staff members at an average monthly cost of approximately $17,000.

**ALTERNATIVES:** Take no action to revive the City’s red light camera program.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**
Is this a grant? No

Grant Amount:

---

**CONTRACTS**

**VENDOR NAME:** American Traffic Solutions, Inc.

**START DATE:**

**END DATE:**

**CONTRACT VALUE:**

**MINORITY OWNED CONTRACTOR?:** No

**EXTENSION AVAILABLE?:**

**EXTENSION EXPLANATION:**

1. 

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Type</th>
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<tbody>
<tr>
<td>Letter</td>
<td>ATS Contract Termination letter</td>
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<tr>
<td>Agreement</td>
<td>Original Agreement with ATS</td>
</tr>
<tr>
<td>Attachment</td>
<td>Minutes 9-8-16</td>
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<tr>
<td>Agreement</td>
<td>First Amendment to ATS Contract</td>
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<td>Second Amendment to ATS Contract</td>
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<tr>
<td>Agreement</td>
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<td>Agreement</td>
<td>Fourth Amendment to ATS Contract</td>
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<td>Agreement</td>
<td>Scriveners Error correction to Fourth Amendment</td>
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**Minutes** | Minutes from the August 4, 2015 discussion on ATS Contract

**REVIEWERS:**

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<th>Department</th>
<th>Reviewer</th>
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</tr>
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<td>City Manager</td>
<td>LaVerriere, Lori</td>
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September 14, 2016

Sent by Federal Express, tracking no. 8668-1858-4267
David M. Roberts
Chief Financial Officer, American Traffic Solutions, Inc.”
1150 N. Alma School Road
Mesa, AZ 85201

RE: City of Boynton Beach ("City") – Notice of Contract Termination

Dear Mr. Roberts,

At its August 16, 2016 meeting the City Commission approved, by a 3 – 2 vote, the continuation of the Professional Services Agreement with American Traffic Solutions ("ATS") by agreeing not to exercise its right to terminate as permitted in the Fourth Amendment to the Agreement.

At its September 8, 2016 meeting, following a motion for reconsideration by a Commissioner who was on the prevailing side of the August 16th vote, the Boynton Beach City Commission voted again, this time to terminate its Agreement with ATS. The vote was 3 – 2. This letter constitutes the City’s formal notice that it is terminating its Professional Services Agreement with ATS. Pursuant to the Fourth Amendment, the Agreement will end December 31, 2016.

Please contact the City Attorney’s Office regarding any Agreement close-out matters. Thank you for your courtesy and professionalism.

Very truly yours,

Steven B. Grant
Mayor

CC: Commission (by electronic mail)
James A. Cherof, City Attorney; Lori LaVerriere, City Manager; Jeffrey Katz, Chief of Police
Rebecca Collins, ATS General Counsel (by electronic mail to Rebecca.Collins@atsol.com)
Dan Reeb, ATS Associate General Counsel (by electronic mail to Dan.Reeb@atsol.com)
EXCLUSIVE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH
AND AMERICAN TRAFFIC SOLUTIONS FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement is made as of this 3rd day of August 2009 by and between
American Traffic Solutions, Inc., a Delaware Corporation, licensed to do business in Florida,
with offices at 14861 N. Scottsdale Rd, Suite 109, Scottsdale, Arizona 85254 ("Vendor"), and
The City of Boynton Beach, a Florida municipal corporation, with an address at 100 East
Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "City").

RECITALS

WHEREAS, Vendor has exclusive knowledge, possession and ownership of certain
equipment, licenses, applications, and Notice of Infraction processes related to the digital photo
red light enforcement systems provided by Vendor pursuant to this Agreement; and

WHEREAS, on December 16, 2008, the City Commission of the City adopted
Ordinance 08-034 to authorize the City’s Red Light Enforcement Program and provides for the
implementation and operation of such; and

WHEREAS, the City Commission finds it in the best interest of the City to utilize the
competitive bidding process employed by the City of Aventura, and award an Agreement to
Vendor along the same terms and conditions as set forth within the February 8, 2008, Agreement
between the City of Aventura and Vendor, except as amended herein.

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

AGREEMENT

1.0 Agreement. The parties agree to the terms and conditions of the February 8, 2008,
Agreement between the City of Aventura and the Vendor, a copy of which is attached
hereto and incorporated herein, except as amended as follows:

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

B. All references to Aventura Ordinance 2007-15 shall be deemed as references to
Boynton Beach Ordinance 08-034.
C. Section 14 shall be amended to reflect the Notice information for the City of Boynton Beach to be as follows:

City: Kurt Bressner, City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33435
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

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

D. Sections 1.28 and 6.2 shall be amended to provide for a sixty (60) day Warning Period.

E. Section 10.8 is amended to read: “At the conclusion of the Warning Period, and the 2010 session of the Florida Legislature, the City and Vendor will review the indemnification provisions in this Section 10.”

F. Section 24.0 shall be amended to provide for venue in Palm Beach County, Florida.


H. There shall be an Exhibit G to the Agreement, the DMV Subscriber Agreement, which shall be executed by the City of Boynton Beach and attached to this Agreement.

I. In the event of a conflict between the terms of the Aventura Agreement as amended hereto and the terms of the City’s Ordinance, the terms of the City’s ordinance shall prevail.

2.0 License for City Information. Vendor acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to City are proprietary marks and Vendor will not use the marks for any purpose except as expressly permitted in writing by the City. Upon termination of this Agreement, Vendor shall immediately and permanently discontinue the use and display of any marks.
3.0 In the event that the Aventura Agreement is amended, or terminated, Vendor shall notify the City within ten (10) days. In the event the Aventura Agreement is amended or terminated prior to its expiration, this Agreement shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

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

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

CITY OF BOYNTON BEACH, FLORIDA

By: ________

Mayor

By: ________

Print Name: Adam Tuton

Title: EVP/COO

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

By: ________

Mayor

By: ________

Print Name: Adam Tuton

Title: EVP/COO

ATTEST:

Secretary

Secretary
STATE OF Arizona: ss:
COUNTY OF Maricopa:

ON THIS 3rd day of August, 2009, before me, the undersigned notary public, personally appeared Adam J. Turner, personally known to me, or who has produced ____________________________ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: June 1, 2013

LINDA M. WELSCH
NOTARY PUBLIC
Print or Type Name

LINDA M. WELSCH
Notary Public - Arizona
Maricopa County
My Comm. Expires Jun 1, 2013
## EXHIBIT “A”
### DESIGNATED INTERSECTIONS

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Approaches</th>
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</thead>
<tbody>
<tr>
<td>Boynton Beach Blvd and Congress Avenue</td>
<td>All approaches</td>
</tr>
<tr>
<td>Congress Avenue and Gateway Blvd</td>
<td>All approaches</td>
</tr>
<tr>
<td>Congress Ave and Woolbright Rd</td>
<td>All approaches</td>
</tr>
<tr>
<td>Federal Highway and SE 23rd Ave</td>
<td>All approaches</td>
</tr>
<tr>
<td>Boynton Beach Blvd and Seacrest Blvd</td>
<td>All approaches</td>
</tr>
</tbody>
</table>

Along with such additional Intersections, as Vendor and the City shall mutually agree on from time to time.
DMV Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver’s Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency’s intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

☐ (1) For use by any government agency, including any court of law enforcement agency in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.

☐ (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

☐ (7) For use in providing notice to the owners of towed or impounded vehicles.

☐ (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (i) utilize ATS provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber’s exclusive use in the ordinary course of Subscriber’s business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber’s use of ATS’s Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION

Subscriber Agency/Name

NLETS Agency ORI

Name of Authorized Representative

Title of Authorized Representative

Mail Address

City: State ZIP Code

Telephone: Fax: Email:

Signature of Authorized Representative

Date Signed
Vote

The motion unanimously passed.

Mayor Grant opened public comment.

Jeff Clemens, Florida Association for Insurance Reform, thanked the City Commission for approving the PACE program earlier in the meeting.

Interim City Clerk Pyle called the roll.

Vote

The vote was 5-0

10. CITY MANAGER’S REPORT - None

11. UNFINISHED BUSINESS

A. Commissioner Romelus has requested this item be brought back for reconsideration - The Commission considered this item on August 16, 2016 and Mayor Grant, Commissioners Katz and Romelus voted in favor of not opting out of this contract by October 3, 2016. Commission discussion of (1) Red Light Camera Program and (2) whether to cancel or extend American Traffic Solutions contract.

Commissioner Romelus commented the Commission had previously voted on the issue a few weeks back. After thinking about the matter and receiving a lot of information she wanted to revisit the item.

Motion

Commissioner Romelus moved to reconsider the Red Light Camera Program. Commissioner Casello seconded the motion.

Vote

The motion passed 3-2 (Mayor Grant and Commissioner Katz dissenting.)

Commissioner Romelus asked how much the lease cost, the amount needed to pay the three employees, the magistrate cost and what the City proposed to spend on legal fees.

Tim Howard, Assistant City Manager, explained the cost of the program for the current year, under the existing agreement, the monthly rate per camera is $4,250. With 15 cameras the monthly cost is $63,750. From October 1, 2015 to August 31, 2016, an 11 month period, the City paid $598,423 in lease payments. Personnel charged to the program
last fiscal year that was removed this fiscal year because staff was unsure of the program's future for three people, was $175,000. Legal fees for the 11-month period were $149,000. The cost for the magistrate for the hearings was $8,300 so far this year. The number would fluctuate based on how many hearings they have and how many cases they hear during the months. If projecting costs for a full year at a 12-month cycle with 15 cameras, the amount would be about $775,000 per year. The estimated magistrate costs would run between $8,000 and $10,000 a year and personnel costs were estimated to be about $175,000. There were no legal expenses for the first year; one year they paid $18,000 and they reached $140,000 for the last couple of years. He noted the legal issues have been resolved and reduced. He anticipated the expenses would decrease in the future.

Commissioner Romelus noted there was about a $1 million expenditure in total. So far this year, the gross revenue was $2.8 million from October to August. The City sends the State their portion of $63 per citation for a total of $1.5 million. The fine is $158 and $75 stays with the City. After the State payments, the City receives $1.3 million. Last year there was a deficit, but there was not a deficit this year due to transferring the personnel out of the program fund to the General Fund. The deficit on September 30, 2015 was $293,000 because the program ceased for about four months and citations were not issued. Commissioner Katz pointed out if the program remained operational throughout the year, there would have not been a deficit.

Commissioner Romelus explained when the cameras were fully operational, the program generated a $45,000 surplus. Mr. Howard agreed.

Vice Mayor McCray noted a ticket is $158,000. If a violator appeals there is an additional $50 administrative fee. If they are found guilty, the fee increases $35. The City can charge up to $250, but the City only charges $35. Shana Bridgeman, Assistant City Attorney, explained violator's pay an overall lower fee if they request a hearing versus if they request a trial and go to court. The citation is $158 plus the City's administrative fee of $50. If a violator receives a uniform traffic violation the fee is $264. Mayor Grant asked if the magistrate overturned any citations and learned he did not as the City's program is in compliance with Florida Statute and all the appellant rulings. Vice Mayor McCray commented there was an attorney present who wanted to challenge the program.

If an officer issues a ticket, the cost is $264 and there is the possibility of having points on the license and it is reported to the individual's insurance company. When a red light camera is involved, the points and insurance penalties no longer exist.

Vice Mayor McCray asked of the $264 for each ticket issued by an officer, how much Boynton Beach receives and learned it was $26. The Red Light Camera program charges a violator less and generates more revenue for the City than an in person citation.

Commissioner Romelus inquired what an entry level Police Officer makes and learned it was slightly over $48,000 a year. She asked if the Police Department was fully staffed and operational and learned as of today there were seven vacancies. Chief Katz explained the Department is prepared to hire 10 Officers in December due to pending retirements. She
asked how the City compares to pay and salary to other surrounding communities and learned the City has the third highest starting salary in Palm Beach County. The City Commission has been good to the department offering 6% and 3% raises, but they had gone without raises in the past. Union negotiations are ongoing which involves a career path and pay plans. Commissioner Romelus asked how the Department compared to surrounding municipalities and learned they were competitive, but with overtime, some Sergeants make more than the Chief.

Commissioner Romelus thought if the City was going to spend a million dollars a year and make a profit margin that does not make sense, she would rather spend the money on police officers and have overstaffing to allow for community policing, allowing for officers to have more face time with the public as opposed to having tickets issued and be sent in the mail. She wanted officers to be present and be a visual aspect. She commented salaries and benefits per officer was about $75,000. She wanted to hire 15 more officers to be at each and every intersection and at each district so they can be more present and the City can feel safer, reduce crime rates, burglaries and other problems. They could curb sober homes and other issues. She would rather spend it on personnel than enriching ATS and the legal department. Her position previously was supportive of public safety, but from a broader perspective, she would not support continuing the program for five more years and the City could use the money to do something else. She opined the program would be in the red.

Commissioner Katz explained if the red light camera disappears, so does the $1 million and commented they cannot hire 15 new police officers with no money. If there is a way to identify an additional million in the budget to hire them, then fine, but the revenue from the camera program cannot pay for things, if the program is defunct.

Mayor Grant asked how the officers could be funded. Mr. Howard explained the Commission would have to trim $1 million in expenses that are in the proposed budget and use it for additional police officers or take $1 million from Reserves.

Vice Mayor McCray explained the Police Chief indicated there are six vacancies which are different than the officers patrolling the street. Mayor Grant received an email from ATS indicating they could extend the deadline to terminate the contract to December 2, 2016.

Motion

Mayor Grant passed the gavel and moved to table this decision for 30 days to have more discussion with ATS or see what they can do. Even if they decline to renew the contract, it is still active for the next three months.

Vote

The motion died for lack of a second.
Commissioner Casello asked if the camera issue was being heard by the Florida Supreme Court. Ms. Bridgeman responded a request has been made, but the Supreme Court has not decided to accept it.

Commissioner Casello asked if the gross red light camera fines are increasing every year and learned this year had the highest amount of fines. He commented the cameras are designed to change behaviors, reduce violations and collisions, and not generate revenue, but thought the behavior was not changing and he questioned the effectiveness of having all these cameras. He commented rear-end collisions increased 38%. If the City was interested in public safety, the Commission should attend Palm Beach County days and enact a bill to take the cell phones out of drivers’ hands. He thought the Red Light Cameras was entrapment. He thought ATS could reduce the price of the camera and noted ATS was willing to renegotiate the prices.

Vice Mayor McCray noted the lawyer for ATS is Mr. Oyer. He commented Ms. Oyer spoke at the last City Commission meeting in favor of the program. He did not know if she should have disclosed the relationship as the lawyer was a family member of hers.

David Katz, 67 Midwood Lane, thought if the Red Light Cameras go away, a million dollars does not fall from the sky. The million Commissioner Romeius was discussing is generated by the Red Light Cameras. Mr. Howard agreed if the program goes away, the cost for the program goes away and so does the revenue that is generated by the program. He commented in reference to public safety for the City, the cameras run 365 days a year, 24 hours a day, 7 days a week, and they also assisted the Police Department in apprehending several offenders. Chief Katz confirmed it was true and they relied on ATS on numerous occasions to help with investigations ranging from violent felonies to domestic assault at no charge. Mr. Katz commented if people do not run red lights they do not get tickets. He commented he got a citation and he no longer runs the light, which is the modified behavior that was sought.

Vice Mayor McCray noted the CRA was buying a License Plate Reader (LPR) and so is the City, so something else would be in place.

Commissioner Katz favored public safety and commented in his discussions with ATS, the City can pay a nominal fee for the price of a LPR. He noted the LPR costs $24,000. If the City choses to ask for the additional service of having these 15 cameras turned into LPRs simultaneously, the City will acquire 15 additional LPRs at a cost nowhere close to $24,000. The potential for law enforcement to gain additional intelligence is there and it is an additional perk to maintain the system so they do not have to spend $24,000 each for a dozen LPRs.

Commissioner Casello pointed out the cameras are not real time. Commissioner Katz commented in his conversations with ATS they have the service and it would be complimentary to the program. They were offering additional services and pilot additional components at no or minimal charges.
Susan Oyer, 140 SE 27th Way, advised she did not speak on the Red Life Cameras as she considered it a conflict of interest.

Commissioner Casello argued the City is the only municipality that uses the cameras and it will be heard by the Supreme Court. It is not because the City is unique; they have changed nobody’s behavior. The cameras are generating revenue and the violations are increasing.

Amell Nutrovich, 707 6th Avenue S. Lake Worth, commented, earlier in the meeting, Commissioner Romelus commented she spoke with Harvey Oyer, Ill who represents ATS and thought it was disconcerting. Mr. Oyer called Commissioner Romelus. She had a yea vote at the last meeting and now it was a nay vote.

Mayor Grant advised he was interviewed by Channel 12 when there were shots fired in District 11 and they kept asking him what he was doing about crime. He thought the cameras and the LPR would help ensure people are caught. It was not working on behaviors because the City is the only place with red light cameras and everywhere else individuals are running red lights and not being caught. There have been over 10 vehicular fatalities since he became Mayor. Studies have shown that fatalities and accidents will increase. He questioned what to tell someone who loses a loved one because of a red light runner. A vehicle is a deadly weapon. He agreed phones should be a first offense crime and asked if they were going to wait to July to see what would happen. The Commission can make the County safer. He commented on the Mark Wandell Act and telling individuals who loses a loved one that the City did not want to issue a violation.

Commissioner Romelus received a phone call from Melissa Wandell, who told her about the loss of her loved one. Commissioner Romelus sympathized with all who lost loved ones, but she did not believe it was the end all to stop people from running lights. She commented the City needs more police on the streets talking to residents. As to the money, she still believes the individuals operating the program will be retained and there would still be legal fees. She was not against the Red Light Camera program, but thought they could use the funds allocated to run the program for other things as opposed to operating at a deficit in the coming years.

Commissioner Katz reiterated the money allocated for the red light camera does not exist and thought the comments just made were not factual. Commissioner Romelus noted the $293,000 dollars that was given when the program operated at a deficit was provided. Commissioner Katz pointed out Commissioner Romelus was citing the one year they shut down cameras and there is no foreseeable shut down in the future and the City is winning the challenges almost unanimously. He thought to site an anomaly based on an event they can absolutely say contributed to that deficit is disingenuous. He thought the arguments being made to change a decision were not real. It is fact. No argument has been made to justify the reversal. He liked the revenue generated was from people committing crimes as they are breaking the law.
Commissioner Katz asked if Chief Katz supported the Red Light Cameras and learned the cameras have proven to be beneficial. The data they have supported the continued use and he was excited about the possibility of LPRs and real time imaging. He thought they were in a good position to negotiate, but the matter was a policy decision. Commissioner Katz emphasized comments have been made tonight and at past meetings regarding dedication to public safety and at this meeting he questioned it as this vote runs counter to the statement. He asserted a no vote on this program puts the price of a life at $158. They are fighting against a $158 fine which is $100 less than a ticket with no points and insurance consequences. He hoped if he got a red light ticket, he got if from the cameras, so it would save him money, more money will go to the City and as a by-product, the Police can use those cameras for investigative purposes as well as potential LPRs. He thought if the Commission supports the Police 110% they should vote yes. There was no problem with the program except people do not like it.

Commissioner Casello took exception that his vote hinges on his support of the Chief and the Department and he supports them no matter how he votes on the issue. Commissioner Casello recalled since the cameras were installed, there had been one fatality a year. He pointed out traffic fatalities was a weak argument the cameras save lives.

Vice Mayor McCray attended the Magistrate hearings earlier. The violators were good citizens. Accidentally breaking the law is still breaking the law. Commissioner Katz pointed out in this instance, the facts and the video evidence are conclusive they violated the law. The Chief and Sergeant say the program is good and ATS is willing to come to the table.

Motion

Commissioner Katz moved to table the item for 30 days to give time to look at the additional benefit of the LPRs and real time readers. Mayor Grant seconded the motion.

Vote

The motion failed 2 to 3 (Vice Mayor McCray, Commissioners Casello and Romelus dissenting.)

Commissioner Romelus commented she reconsidered her vote. She was endorsed by public safety and removing the cameras was to provide for the Police Department and better fund it. Her priority is to protect residents and citizens making sure they get the best “bang for the buck”. If they are going to spend money on programs that have a deficit, they should use the money for other resources to help fund the Police Department so they will be available when they are needed in the City.

Motion

Commissioner Casello moved to terminate the ATS contract. Vice Mayor McCray seconded the motion.
Vote

The motion passed 3-2 (Mayor Grant and Commissioner Katz dissenting.)

12. NEW BUSINESS

A. PROPOSED RESOLUTION NO. R16-113 - Approve the Interlocal Agreement with the Town of Ocean Ridge for the provisions of Fire Suppression, Emergency Medical and Fire Life Safety services for the term October 1, 2016 through September 30, 2028.

Ms. LaVerriere explained the City has had an Interlocal Agreement with Ocean Ridge for the past 12 years. The contract had a 12-year term to provide fire and rescue services and the contract expired. Ocean Ridge was pleased with the City's services. Staff recommended entering into a new Interlocal Agreement. Chief Joseph noted there were minor language changes which were made. Commissioner Casello asked about the call volume on average and learned so far this year there were about 178 calls. Ms. LaVerriere explained the value of the contract is $1,058,000 with a built in 4% escalator clause. The contracts are revisited every three to four years, which worked out well.

Motion

Commissioner Casello moved to approve. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

B. Vice Mayor McCray has requested to discuss the start time of the Holiday Parade, currently scheduled for Saturday, December 3 at 11:00am.

Vice Mayor McCray explained they needed to decide a time to light the Christmas Tree and he thought the parade time should be changed and the lighting of the tree should be done on the same day. He wanted to hold the parade at 3 p.m.

Wally Majors, Recreation and Parks Director, explained the change was they could delay the start of the parade for an hour or two if it rained. If the parade starts at 3 p.m., there is no room to delay. It gets dark fairly early and they have crews removing barricades and picking up equipment. Vice Mayor McCray commented the intent at 3 p.m. was to coincide with the lighting of the tree. Last year was the first time the parade was rained out. Vice Chair McCray explained the parade always started late and they did not have a problem before. Ms. LaVerriere also explained because of the construction of 500 Ocean, they had to change the route. They were starting at 12th coming up to Ocean. It is very dark as the area was not well lit.
RESOLUTION R10/18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION BY THE CITY MANAGER AND CITY CLERK OF AMENDMENT NO 1 TO THE EXCLUSIVE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND AMERICAN TRAFFIC SOLUTIONS FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2009, the City entered into an Agreement with American Traffic Solutions, Inc. (ATS) to implement a red light camera enforcement program pursuant to City Ordinance 08-034; and

WHEREAS, as a result of State Law enacted during the 2010 Legislative Session, it was necessary for the City to amend its ordinance and implement the red light camera enforcement program pursuant to the State Law; and

WHEREAS, it was also necessary for the City to amend its Agreement with ATS since the scope of services and the compensation structure changed as a result of the State Law; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it in the best interest of its residents and citizens to approve the Amendment No. 1 to the Exclusive Agreement Between the City of Boynton Beach and American Traffic Solutions for Photo Red Light Enforcement Program and authorize the City Manager and City Clerk to execute the document.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does
hereby authorize and approve execution by the City Manager and City Clerk of the
Amendment No. 1 to the Exclusive Agreement Between the City of Boynton Beach and
American Traffic Solutions for Photo Red Light Enforcement Program, a copy of which is
attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED this 7th day of September, 2010.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jose Rodriguez

Vice Mayor – Marlene Ross

Commissioner – William Orlove

Commissioner – Woodrow L. Hay

Commissioner – Steven Holzman

ATTEST:

Janet M. Prainito, MMC
City Clerk

[Corporate Seal]
AMENDMENT NO. 1 TO THE EXCLUSIVE AGREEMENT BETWEEN
THE CITY OF BOYNTON BEACH AND AMERICAN TRAFFIC SOLUTIONS
FOR PHOTOS RED LIGHT ENFORCEMENT PROGRAM

This Amendment No. 1 (the "Amendment") to the Exclusive Agreement Between The City of Boynton Beach and American Traffic Solutions For Photo Red Light Enforcement Program dated as of August 3, 2009 (the "Agreement") is made and effective as of this 25th day of Sep., 2010 by and between the City of Boynton Beach, Florida, a municipal corporation (the "City") and American Traffic Solutions, Inc., a Kansas corporation ("Vendor").

Recitals

WHEREAS, on or about December 16, 2008, the City adopted Ordinance No. 08-34, codified at Chapter 14.5 of the City’s Code of Ordinances, which provides for the enforcement of red light violations using traffic infraction detectors (the “Ordinance”); and

WHEREAS, on or about August 3, 2009, the City and Vendor entered into the Agreement, whereby the City and Vendor agreed to the provision by Vendor of services to the City in connection with the enforcement of the Ordinance, subject to the terms and conditions stated in the Agreement; and

WHEREAS, the Agreement provides that “the City Commission finds it in the best interest of the City to utilize the competitive bidding process employed by the City of Aventura, and award an Agreement to Vendor along the same terms and conditions as set forth within the February 8, 2008, Agreement between the City of Aventura and Vendor, except as amended herein” (the February 8, 2008 Aventura Agreement is referred to herein as the “Aventura Agreement”); and

WHEREAS, on or about May 13, 2010, the Governor of the State of Florida signed CS/CS/HB325 into law, resulting in the Law of Florida 2010-80 taking effect on July 1, 2010; and

WHEREAS, Law of Florida 2010-80 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes, subject to certain requirements; and

WHEREAS, the City has amended Ordinance No. 08-34 and Chapter 14.5 of the City’s Code of Ordinances to provide for the enforcement of red light violations using traffic infraction detectors in accordance with the provisions of Law of Florida 2010-80; and

WHEREAS, the City and Vendor wish to amend and modify the Agreement to align the provision of services by Vendor with the provisions of Law of Florida 2010-80;
Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree that the Agreement shall be and hereby is amended and modified on the terms provided herein:

1. **Recitals.** The preceding recitals are true and correct and are incorporated into this Amendment by reference.

2. **Definitions.** Section 1 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.0 **Definitions.** The following words and phrases shall have the following meaning in this Agreement:

3. **Definition of “Authorized Employee.”** Section 1.1 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.1 “Authorized Employee” means a Traffic Infraction Enforcement Officer, whose duties and qualifications are set forth in Law of Florida 2010-80, as may be amended or recodified from time to time.

4. **Definition of “City Ordinance.”** Section 1.3 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.3 “City Ordinance” means Chapter 145 of the City’s Code of Ordinances, as may be amended or recodified from time to time.

5. **Definition of “Civil Fee.”** Section 1.4 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.4 “Civil Fee” means the penalty assessed for violations of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 pursuant to Florida Statutes § 316.0083, as may be amended or recodified from time to time.

6. **Definition of “Enforcement Documentation.”** Section 1.8 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.8 “Enforcement Documentation” means the necessary and appropriate documentation related to the issuance and collection of Notices of Violation for the enforcement of infractions including Notices of Violation, instructions for Notices of Violation, form affidavits, instructions for form affidavits, reminder letters, a
numbering sequence for Notices of Violation, chain of custody records, and technical support documentation.

7. **Definition of “Infraction.”** Section 1.11 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.11 "Infraction" means any violation of Florida Statutes §§ 316.074(1) or 316.075(1)(c)1 that may be enforced pursuant to Florida Statutes § 316.0083, as may be amended or recodified from time to time.

8. **Definition of “Notice of Infraction.”** Section 1.15 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.15 "Notice of Violation" shall mean the notice of an Infraction, which is delivered by first class mail by Vendor to the owner of a motor vehicle involved in an Infraction based upon the appropriate Enforcement Documentation pursuant to the requirements of Law of Florida 2010-80, as may be amended or recodified from time to time.

All references to the term “Notice of Infraction” in the Aventura Agreement, as incorporated into the Agreement, and the Agreement are deleted and replaced with the term “Notice of Violation.”

9. **Definition of “Ordinance.”** Section 1.17 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.17 "Ordinance" shall mean Chapter 14.5 of the City of Boynton Beach’s Code of Ordinances, as may be amended or recodified from time to time.

10. **Definition of “Potential Infraction.”** Section 1.20 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

   1.20 "Potential Infraction" means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Vendor System with respect to such motor vehicle, which data shall be processed by the Vendor System for the purposes of allowing the Authorized Employee to review such data and determine whether an Infraction has occurred.

11. **Removal of Duplicate Definitions of “Traffic Safety Camera Program.”** Section 1.25 of the Aventura Agreement, as incorporated into the Agreement, is retitled “Photo Red Light Enforcement Program.”
12. Definition of "Warning Period." Section 1.28 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

1.28 "Warning Period" means the period of 30 days prior to the Installation Date of the first intersection approach.

13. Prosecution. Section 3.4 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

3.4 Prosecution. The City shall prosecute Infractions pursuant to the terms, procedures, and requirements of the City Ordinance and general law, subject to the City's routine law enforcement discretion.

14. Fees and Payment. Section 6 of the Agreement will now include this wording as follows:

Flexible Payment Plan. During the term of the contract, payments by the Customer may be made to ATS under a Flexible Payment Plan. Under the Flexible Payment Plan, the Customer may defer certain payments to ATS until the Customer has collected sufficient funds pursuant to the terms of the contract. If, at the end of the term of the contract, sufficient funds have not been collected by the Customer to pay the balance then due to ATS, ATS agrees to waive its right to recovery of any outstanding balance. For purposes of this clause, the term "funds" means the revenue retained by the Customer according to the distribution methods applicable under this contract and applicable state law.

This clause will be applied as follows:
ATS will maintain an accounting of any net balances owed to ATS. If the amount collected during a billing period exceeds the amount of ATS invoices during the same period, the Customer shall pay ATS the total amount due. If the amount collected during a billing period is less than the amount of ATS invoices during the same period, the Customer shall pay ATS the amount collected, and may defer payment of the remaining balance. Payments due to ATS shall be reconciled by applying future funds collected, first to the accrued balance, and then to the invoice for the current billing period. At any time that ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected during that billing period. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices.

15. Termination for Cause. Section 6.1 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:
6.1 Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state or federal statutes are amended, or regulations adopted by agencies with jurisdiction, to prohibit the operation of photo red light enforcement systems, to make it impracticable to operate the red light enforcement program, or to impose restrictions on revenues and uses that are materially contrary to the terms of this Agreement or the provisions of the current State Law: (ii) any court having jurisdiction over the City rules or declares, that the city’s red light enforcement program, or the program set forth in the State Law, is invalid, or results from Vendor System of photo red light enforcement are inadmissible in evidence due to a defect in the manner in which such results were obtained or processed (in which case, Vendor shall have the opportunity to cure such defect, as provided below), or otherwise renders a decision that makes it impracticable to operate the red light enforcement program; (iii) a determination by a court of competent jurisdiction or other applicable dispute resolution forum that Vendor has infringed upon a third party’s patent, trademark, copyright, trade secret or other intellectual property; (iv) the other party commits a material breach of any of the provisions of this Agreement; and (v) Vendor’s non-payment of revenues to City as required by this Agreement.

In the event of a termination due to this Section, City shall be relieved of any further obligations to Vendor other than as specified herein. Either party shall have the right to remedy the cause for termination within forty-five (45) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

The rights to terminate this Agreement given in Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

16. Warning Period. Section 6.2 of the Aventura Agreement, as incorporated into the Agreement, is deleted and replaced with the following:

6.2 Warning Period. Vendor shall provide assistance to the City for a periodic announcement and awareness campaign required thirty (30) days in advance of the commencement of the City’s program.

17. Procedures for Processing Payments. Sections 7.2, 7.3, and 7.4 of the Aventura Agreement, as incorporated into the Agreement, are deleted and replaced with the following:
7.2 Vendor shall be responsible for processing payments of Civil Fees paid pursuant to Notices of Violation and, to the extent practicable and permitted by the court, Uniform Traffic Citations. Vendor shall provide payment means through mail, telephone and on-line processes. Vendor shall track all payments and handle all applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals, and reversals. Any payments made in person to the City will be taken by the City and applied through Axxis System.

7.3 Vendor’s lockbox shall remit to the designated City account all payments received during a week, no later than 5:00 p.m. Eastern Time on Tuesday of the following week. If such Tuesday is a legal holiday or a day upon which banking services are not available, Vendor’s lockbox shall remit such payments on the next day that is not a legal holiday and that banking services are available.

7.4 Vendor shall invoice the City for all applicable fees for services rendered by Vendor pursuant to this Agreement according to the fee schedule delineated on Exhibit F. Along with the invoice, Vendor shall provide information to the City, in a format acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. In addition, City shall have access to Vendor’s financial records evidencing payments for all paid Notices of Violation and for Uniform Traffic Citations (the “UTC”) for red zone infractions at City’s Designated Intersections upon City’s reasonable request.

18. Legal Challenges and Indemnification. Sections 10.4, 10.5, 10.6, and 10.8 of the Agreement are deleted, except that the provisions of Section 10.4 (cost of legal challenges) shall continue in full force and effect as to any legal challenge within the scope of Section 10.4 to the extent that such legal challenge (a) was filed with a court of competent jurisdiction on or before June 30, 2010 or (b) is based upon the Photo Red Light Enforcement Program as it existed and was operated prior to July 1, 2010. In the event of any legal challenge to the City’s enforcement of the State Law, Vendor shall provide reasonable administrative assistance to the City in responding to that challenge, including, but not limited to, providing reasonable assistance to the City in responding to discovery sought from the City, providing reasonable assistance to the City in explaining and presenting the technical aspects and operations of the Vendor Photo Red Light System, and providing reasonable assistance to the City in identifying and locating violations.

19. Exhibits. Exhibits A, B, C, D, and F to the Agreement are deleted and replaced with Exhibits A, B, C, D, and F to this Amendment. The terms of Exhibit “F”, “Service Fee Schedule” (the “Schedule”), shall be subject to the following conditions:

A. Reopener. If the provisions of the Service Fee Schedule (Exhibit F) have operated to the material financial detriment of a party when compared to the operation of the Photo Red Light Enforcement Program prior to the execution of this
Amendment No. 1, then that party may provide the other party with written notice explaining how the Service Fee Schedule has operated to that party's material financial detriment and requesting to negotiate an amendment to the Service Fee Schedule (a "Reopener Notice"). The parties shall act in good faith to negotiate an amendment to the Service Fee Schedule that addresses, in a manner that is fair and equitable to both parties, the matters raised in the Reopener Notice. If the parties fail to reach agreement upon an amendment to the Service Fee Schedule within 90 days of the Reopener Notice, then either party shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions of Section 6.3 of the Agreement, by providing 30 days advance written notice to the other party, such notice to be given no later than 100 days from the Reopener Notice. This provision shall expire and be of no further force or effect 365 days from the Effective Date (the "Expiration Date"); provided, however, that if a Reopener Notice is given pursuant to this section before the Expiration Date, the parties shall have the negotiation and termination rights provided in this Section, notwithstanding the passage of the Expiration Date, solely with respect to that Reopener Notice.

20. Most Favored Governmental Entities. The Vendor agrees that if, after the Effective Date of this Amendment No. 1, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, as modified by this Amendment, the City may provide Vendor with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, as modified by this Amendment and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the City in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within 90 days of the New Agreement Notice, then the City shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions of Section 6.3 of the Agreement, by providing 30 days advance written notice to the Vendor, such notice to be given no later than 100 days from the New Agreement Notice.

21. Effect of Amendment on Agreement. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement and Aventura Agreement, as incorporated into the Agreement, shall remain in full force and effect. Unless a different meaning is specified in the Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of this Amendment, the Agreement, and the Aventura Agreement, as incorporated into the Agreement, the terms of this Amendment shall prevail and control.

22. Entire Agreement. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment. Except as amended by this
Amendment, the terms of the Agreement and the Aventura Agreement, as incorporated into the Agreement, shall continue in full force and effect.

23. Counterpart Execution. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

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

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By: [Signature] 9-23-10  
City Clerk  
By: [Signature] 9-23-10  
City Manager

APPROVED AS TO FORM

By: [Signature]  
City Attorney  
Date

AMERICAN TRAFFIC SOLUTIONS, INC.

WITNESS:

By: [Signature] 9-16-10  
Date  
By: [Signature] 9-16-10  
Chief Operating Officer

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City of Boynton Beach, FL
State of Arizona

County of Maricopa:

On this 16th day of September, 2010, before me, the undersigned notary public, personally appeared Adam E. Tuten, personally known to me or who has produced Drivers License as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of American Traffic Solutions, Inc. and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Catherine E. Wilkins
Notary Public - Arizona
Maricopa County
My Comm. Expires Feb 7, 2014

My commission expires:
Feb 7, 2014

Catherine E. Wilkins
Print Name
EXHIBIT A

Designated Intersections

City will designate first phase implementation of cameras at designated intersections. Vendor shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, during the term of this Agreement, providing that City has received permission for all implementations in writing from any third-party sources.

Designated intersections to be analyzed:

Boynton Beach Blvd and Congress Avenue
Congress Avenue and Gateway Blvd.
Congress Avenue and Woolbright Rd.
Federal Highway and SE 23rd Ave
Boynton Beach Blvd and Seacrest Blvd

All Approaches
All Approaches
All Approaches
All Approaches
All Approaches

The intersection approaches to be installed pending a constructability analysis and a notice to proceed from the City include, but are not limited to, the following:

1) EB W Boynton Beach Blvd / NW 2nd Ave @ N Congress Avenue
2) EB E Gateway Blvd @ N Congress Ave
3) NB S Federal Hwy @ SE 23rd Ave
4) EB W Woolbright Rd @ S Congress Ave
5) NB N Congress Ave @ E Gateway Blvd
6) NB N Congress Ave @ W Boynton Beach Blvd / NW 2nd Ave
7) SB N Congress Ave @ W Boynton Beach Blvd / NW 2nd Ave
8) SB S Congress Ave @ W Woolbright Rd
9) SB S Federal Hwy @ SE 23rd Ave
10) WB W Boynton Beach Blvd / NW 2nd Ave @ N Congress Ave
11) WB W Woolbright Rd @ S Congress Ave
12) NB S Congress Ave @ W Woolbright Rd
13) SB N Congress Avenue @ E Gateway Blvd

Implementation and installation of any approach is subject to video analysis and engineering results. Additional approaches may be selected in addition to first phase implementation and may be selected based on collision history, community safety and engineering feasibility assessments. Vendor can provide City with video evaluation of candidate approach sites using the AXSIS VIMS system to assist City in its recommendations. Camera installations will be based on mutual agreement by City and Vendor.

This program may be implemented at additional intersections. The intersections will be designated by the Police Department, which designation will be based upon Police Department Staff review and an engineering analysis.
City Administration and Police Department, and Vendor, will periodically review installed equipment at selected approaches. The City may request the relocation of a camera, at Vendor's cost, based upon this review; provided, however, that if the City requests the relocation of a camera fewer than twelve (12) months after the installation of that camera, the City shall bear the cost of such relocation, and if the parties cannot agree on a suitable alternative location the installed equipment may be removed.
EXHIBIT B

Construction and Installation Obligations

Timeframe for Installation: Photo Red Light Enforcement Program
Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor and City pursuant to Exhibit A.

Vendor will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

1. Vendor Obligations. Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor's sole cost and expense):

1.1 Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager;

1.2 Request current "as-built" electronic engineering drawings for the Designated Intersections (the "Drawings") from the County traffic engineer;

1.3 Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all sensors, pavement loops, electrical connections, and traffic controller connections, as required;

1.4 Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection(s) (collectively, the "Approvals"), which will include compliance with City permit applications. In the event there is a cost associated with acquiring these approvals other than permit or recording fees (which shall be the responsibility of the Vendor), the parties will address responsibility for such costs on a case-by-case basis.

1.5 Vendor will provide reasonable administrative assistance to the City in the development of a letter in support of a Traffic Infraction Detector at intersection(s) requested. In addition, and if required, Vendor will provide reasonable assistance to the City with a traffic engineering study supporting the installation of a Traffic Infraction Detector at the location(s) requested by the City.

1.6 Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent
rights of right of way, and which such Governmental Entity denies authority to Vendor for the installation of its equipment. In the event there is a cost associated with acquiring these rights other than permit or recording fees (which shall be the responsibility of the Vendor), the parties will address responsibility for such costs on a case-by-case basis.

1.7 Finalize the acquisition of the Approvals;

1.8 Submit to the City a public awareness strategy for the City's consideration and approval, which strategy shall include media and educational materials for the City's approval or amendment according to the ATS proposal (the "Awareness Strategy");

1.9 Develop the Red Light Infraction Criteria in consultation with the City; consistent with the State Law;

1.10 Develop the Enforcement Documentation for approval by the City, consistent with the requirements of the State Law; provided, however, that the City shall provided Vendor with a form of Traffic Citation, with the understanding that some modifications may be necessary to enable use with Vendor's systems or to comply with the State Law;

1.11 The City and Vendor acknowledge that, under the State Law, traffic citations will be adjudicated in court and that Vendor may be required to incur costs to develop an interface with the court system. The Vendor shall be responsible for its own development costs for any such interface. The City and Vendor shall address and development costs charged by the court or a third party Vendor on a case by case basis;

1.12 Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the City);

1.13 Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;

1.14 Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Violation processing capability with the Vendor System;

1.15 Implement the use of the Vendor System at each of the Designated Intersections;

1.16 Deliver the Materials to the City;
1.17 Within five (5) business days of the alleged observed violation, place the alleged violation within the Violation Queue for review by the City’s Traffic Infraction Enforcement Officer for a determination of whether a Notice of Violation should be issued;

1.18 Upon approval by the City’s Traffic Enforcement Officer, issue Notices of Violation within five (5) business days;

1.19 If the Civil Penalty is unpaid or the recipient of the Notice of Violation does not file an affidavit of non-responsibility that does not meet the requirements of the State Law within the time set forth in the State Law, then within five (5) business days after the expiration of time, place the unpaid Notice of Violation into the Traffic Citation Queue, for review by the City’s Traffic Enforcement Officer to authorize the issuance of a Traffic Citation pursuant to the State Law;

1.20 Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the program;

1.21 Vendor shall provide training for personnel of the City, including, but not limited to, the persons who City shall appoint as Authorized Employees and other persons involved in the administration of the Photo Red Light Enforcement Program, regarding the operation of the Vendor System and the Photo Red Light Enforcement Program. This shall include training with respect to the Vendor System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;

1.22 Interact with court and judicial personnel regarding the implementation of the Vendor System for hearing on Traffic Citations, the development of a subpoena processing timeline that will permit the offering of Violations Data in hearings and judicial proceedings, and coordination between Vendor, the City and the applicable court;

1.23 Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the State Law Photo Red Light Enforcement Program;

1.24 Notice of Violation processing, including receipt of payments, and Traffic Citations.

1.25 Notice to Motorists. Not less than fifteen (15) days prior to the issuance of notices of violations from a newly installed camera at an approved intersection, Vendor will provide temporary sign notification at no cost to the City, approved by the City’s Police Department and Engineer, for the purpose of providing notice to motorists of the activation date. Signs will provide notice of the presence of cameras
and the activation date. Additionally, Vendor shall coordinate public relations efforts with the City, including assisting the City with press releases and other public information items, the costs of which shall be Vendor's responsibility, as may be decided to be necessary by the parties for each camera.

2. CITY OBLIGATIONS. The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at the City's sole expense):

2.1 Appoint the Project Manager;

2.2 Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities;

2.3 Notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the PHOTO RED LIGHT ENFORCEMENT PROGRAM;

2.4 Assist and cooperate with Vendor in seeking Approvals, including, but not limited to, executing all such documents as may be necessary or desirable to obtain the Approvals;

2.5 Provide reasonable access to the City's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the Photo Red Light Enforcement Program;

2.6 Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

2.7 Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy;

2.8 Assist Vendor in developing the Red Light Violation Criteria consistent with the State Law;

2.9 Seek approval of the Enforcement Documentation;

2.10 The City shall, on a form provided by Vendor, provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law;
2.11 If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with jurisdiction, City shall allow Vendor to access power from existing power sources at no cost to City and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City's jurisdiction. Vendor acknowledges that access to power and signal cabinets may require approval from Florida Power and Light, Florida Department of Transportation or Palm Beach County Traffic Engineering Division, as necessary.

2.12 The Traffic Infraction Enforcement Officer shall process each potential violation in accordance with State Laws and/or City Ordinances and notify Vendor within five (5) business days of its appearance in the Notice of Violation Review Queue, using Axis™ to determine which violations will be issued as Notices of Violation or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City's control, or with the consent or approval of Vendor for extension.

2.13 Within five (5) business days of its appearance in the Traffic Citation Review Queue, using Axis™, for unpaid Notices of Violation, the Traffic Infraction Enforcement Officer shall process the violation and advise Vendor whether to issue a Traffic Citation, or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City's control, or with the consent or approval of Vendor for extension.

2.14 City shall provide access to the Internet for the purpose of processing Potential Infractions;

2.15 Vendor shall provide Police Department / Adjudication workstation computer monitors for citation review and approval which provide a resolution of 1280 x 1024, which shall be returned to Vendor in the event the Agreement is terminated;

2.16 For optimal data throughput, Police Department / Adjudication workstations should be connected to a high-speed Internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the City's Information Technology (IT) Department on installation and implementation of the computerized aspects of the program;

2.17 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS.

2.18 In the event that remote access to the ATS Axis VPS System is blocked by City's network security infrastructure, the City's IT
Department and the counterparts at ATS shall coordinate to facilitate appropriate communications access while maintaining required security measures.

2.19 City shall provide a computer terminal at a public location where persons receiving Notices of Violation may review the recorded images of the violation.
EXHIBIT C

Maintenance

1. All repair and maintenance of Photo Red Light Enforcement Program systems and related equipment will be the sole responsibility of Vendor, including but not limited to maintaining the casings of the cameras included in the Vendor System and all other Equipment in reasonably clean and graffiti-free condition.

2. Vendor shall not open the Traffic Signal Controller Boxes without a representative of Palm Beach County Traffic Engineering present.

3. The provision of all necessary communication, broadband and telephone services to the Designated Intersections will be the sole responsibility of the Vendor.

4. The provision of all necessary electrical services to the Designated Intersections will be the sole responsibility of the Vendor.

5. In the event that images of a quality suitable for the Authorized Employee to identify Infractions cannot be reasonably obtained without the use of flash units, Vendor shall provide and install such flash units.

6. The Vendor Project Manager (or a reasonable alternate) shall be available to the City's Project Manager each day.

7. Vendor shall ensure that all equipment that it provides pursuant to this Agreement meets the specifications, if any, adopted by the Florida Department of Transportation pursuant to Florida Statute, Section 316.0745(6), by July 1, 2011.

8. In the event that a camera is inoperable for any reason for three (3) or more business days, the City shall be entitled to a refund of 1/30 of the monthly program fee per day for each day the camera system is inoperable.
EXHIBIT D

Infraction Processing

1. All Infractions Data shall be stored on the Vendor System.

2. The Vendor System shall process Violations Data gathered from the Designated Intersections into a format capable of review by the Authorized Employee via the Vendor System.

3. The Vendor shall make the initial determination that the image meets the requirements of the Ordinance and this Agreement, and is otherwise sufficient to enable the City to meet its burden of demonstrating a violation of the Ordinance. If the Vendor determines that the standards are not met, the image shall not be processed any further.

4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.

5. Vendor shall provide storage capabilities for the City to store Violations identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.

6. Vendor shall provide Authorized Employees with access to the Vendor System for the purposes of reviewing the pre-processed Violations Data within five (5) days of the gathering of the Violations Data from the applicable Designated Intersections, and as to the issuance of Traffic Citations, within five (5) days of the expiration of the time frame under the State Law when a recipient of a Notice of Violation fails to pay the penalty or submit an affidavit of non-responsibility that satisfied the requirements of the State Law.

7. The City shall cause the Authorized Employee to review the Violations Data and to determine whether a Notice of Violation shall be issued with respect to each potential violation captured within such Violation Data, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose within five (5) days of the Violation Data being placed by Vendor in the Notice of Violation Review Queue. As to the issuance of Traffic Citations, the City shall cause the Authorized Employee to review the Violations Data and to determine whether a Traffic Citation shall be issued with respect to previously issued Notice of Violation, and transmit each such determination to Vendor using the software or other applications or procedures provided by Vendor on the Vendor System for such purpose within five (5) days of the Violation Data being placed by Vendor in the Traffic Citation Review Queue. VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A NOTICES OF VIOLATION AND TRAFFIC CITATIONS SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE’S SOLE DISCRETION CONSISTENT
WITH THE STATE LAW (AN "ISSUANCE DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE A NOTICE OF VIOLATION DECISION.

8. With respect to each Authorized Violation, Vendor shall print and mail a Notice of Violation within five (5) days after Vendor's receipt of such authorization from the City's Authorized Employee. As to issuance of Traffic Citations, Vendor shall print and mail a Traffic Citation within five (5) days after Vendor's receipt of such authorization from the City's Authorized Employee;

9. Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.

10. Vendor shall permit the Authorized Employee to generate monthly reports using the Vendor Standard Report System.

11. Upon Vendor's receipt of a written request from the City and in addition to the Standard Reports, Vendor shall provide, without cost to the City, reports regarding the processing and issuance of Notices of Violation, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto to the City in such format and for such periods as the City may reasonably request, without cost to the City.

12. Upon Vendor's receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting Infractions, at no cost to the City.

13. Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Photo Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City's request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.

14. Vendor shall prepare and provide to City a Notice of Violation form that complies with all requirements of the State Law. Vendor shall also provide to City a form of affidavit for use by owners of motor vehicles who claim an exemption under Florida Statutes §316.0083 and shall make that affidavit available to owners through an internet location or upon telephone or written request by an owner who has received a Notice of Violation or Traffic Citation. Vendor agrees that the city shall have the right to review and approve the form Notice of Violation and affidavit prior to their use, and that in the event City determines additional information should be included in the forms prior to their use or after implementation, Vendor shall modify the forms at its sole expense, to comply with those requirements, subject only to space limitations on the notice paper. City shall provide a Traffic Citation form to Vendor with the understanding that some modifications may be necessary to enable use with Vendor's systems and to comply with State Law.
15. ATS will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for Customer" at U.S. Bank. All funds collected by Vendor on behalf of the Customer will be deposited in this account and transferred by wire the second business day of each week to the Customer's primary deposit bank. The Customer will identify the account to receive funds wired from U.S. Bank. If desired, Customer will sign a W-9 and blocked account agreement, to be completed by the Customer, to ensure the Customer's financial interest in said U.S. Bank account is preserved.
Exhibit "E"

Additional Rights and Obligations

Vendor and the City shall respectively have the additional rights and obligations set forth below:

1. Vendor shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Red Light Photo Enforcement Program, as offered in the ATS proposal.

2. Vendor shall be solely responsible for installing such Signage. The Vendor shall be solely responsible for the fabrication of any signage, notices, or other postings required pursuant to any law, rule, or regulation of any Governmental Authority ("Signage"), including, but not limited to, the State Law, the City and County Ordinances, State Statutes, and Florida Department of Transportation (FDOT) Regulations and shall assist in determining the placement of such Signage. Vendor shall be responsible for obtaining all necessary approvals from Governmental Authorities.

3. The Vendor Project Manager and the Project Manager shall confer on a weekly basis for the initial three (3) months of the Term of this Agreement, and on a monthly basis for the remainder of the Term, at such times and places as the Vendor Project Manager and the City Project Manager shall mutually agree.

4. The City shall not access the Vendor System or use the in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Vendor System or the Vendor Photo Enforcement Program with respect to any Intersection constructed or maintained by Vendor for such Person, or which could damage, disable, impair or overburden the Vendor System or the Vendor Photo Enforcement Program, and the City shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Vendor System, or (iii) any materials or information not intentionally made available by Vendor to the City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.

5. The City shall maintain the confidentiality of any username, password or other process or device for accessing the Vendor System or using the Red Light Photo Enforcement Program.

6. Each of Vendor and the City shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Vendor and the City shall reasonably follow any and all such rules and regulations.
7. The City shall promptly reimburse Vendor for the cost of repairing or replacing any portion of the Vendor System, or any property or equipment related thereto, damaged solely and directly by the City, or any of its employees, contractors or agents. In all other instances, such costs shall be solely the Vendor's costs.

8. Vendor acknowledges that it is aware of the retention responsibilities for the records created by the services it provides to the City pursuant to this Agreement, and will maintain the public records of the program consistent with the requirements of Florida's public records law.
EXHIBIT "F"
SERVICE FEE SCHEDULE

1.0 Description of Pricing
Fees are based on per Camera and are as follows:

Lane based pricing
(Plus certified mail processing surcharge of $4 per piece metered
for mailing Uniform Traffic Citations no return receipt)
- For 1 or 2 lanes $3,750
- For 3 or 4 lanes $4,750
- For 5 or 6 lanes $5,750

Service Fees Include: Fee includes all costs required and associated with
camera system installation, maintenance and on-going field and back-office
operations. Includes red-light camera equipment for the desired lane approach
with up to two (2) signal phases, installation, maintenance, violation processing
services, DMV records access, mailing of Notice of Violation in color with return
envelope, lockbox and epayment processing services, call center support for
general program questions and public awareness program support.

2.0 Collection Services (Optional): ATS may initiate collection efforts of
delinquent notices upon written request by Customer, provided that such
collection efforts are permitted by the County Court and are consistent with
law. ATS will be entitled to receive portions of the collected revenue as noted
below. The maximum is 30% total for both pre-suit collection and collection via
litigation. For those accounts in default that go to collection, this is in addition
to our Fees noted above.

Pre-suit Collection Letters 10% of Recovered Revenue
Delinquent Collections Services (including filing and maintenance of
litigation) 30% of Recovered Revenue
RESOLUTION R12-135

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION BY THE INTERIM CITY MANAGER AND CITY CLERK OF A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND AMERICAN TRAFFIC SOLUTIONS FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2009, the City entered into an Agreement with American Traffic Solutions, Inc. (ATS) to implement a red light camera enforcement program pursuant to City Ordinance 08-034; and

WHEREAS, on September 16, 2010 the City and ATS amended the Agreement since the scope of services and the compensation structure changed as a result of the State Law; and

WHEREAS, the City desires to place cameras at five (5) additional approaches which requires an additional amendment to the Agreement; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it in the best interest of its residents and citizens to approve the Second Amendment to Professional Services Agreement Between the City of Boynton Beach and American Traffic Solutions for Photo Red Light Enforcement Program and authorize the Interim City Manager and City Clerk to execute the document.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize execution by the Interim City Manager and City Clerk of the Second Amendment to Professional Services Agreement between the City of Boynton Beach and American Traffic Solutions for Photo Red Light Enforcement Program, a copy of which is attached hereto as Exhibit “A”.

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

PASSED AND ADOPTED this 18th day of December, 2012.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Woodrow L. Hay

Vice Mayor – Mack McCray

Commissioner –

Commissioner – Steven Holzman

Commissioner –

ATTEST:

Jane M. Prainito, MMC
City Clerk

Corporate Seal

Document in Windows Internet Explorer
SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment ("Second Amendment") is dated effective this 1st day of January 2013 and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282 and the City of Boynton Beach ("City"), a municipal corporation of the State of Florida.

RECITALS

WHEREAS, on August 3, 2009, the City and ATS entered into a Professional Services Agreement for the City's use of the Aaxis™ System to enforce traffic violations (the "Agreement"); and

WHEREAS, on September 16, 2010, the City and ATS amended the Agreement (the "First Amendment"); and

WHEREAS, section 12 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.

2. Execution of this Amendment shall serve as a Notice to Proceed for the installation of five (5) new Approaches, as follows:

   1. EB E Boynton Beach Blvd/NW 2nd Ave at N Seacrest Blvd
   2. SB N Congress Ave at E Gateway Blvd
   3. SB NW 8th St at SR 804/W Boynton Beach Blvd
   4. EB SR 804/W Boynton Beach Blvd at NW 8th St
   5. EB W Woolbright Rd at SW 8th St/Corporate Dr

3. Pursuant to Paragraph 1.0 of the Agreement, the City and ATS agreed to be bound by the terms and conditions of the February 8, 2008 Agreement between the City of Aventura and ATS. Pursuant to the provisions set forth in Paragraph 2.0 of the Agreement between the City of Aventura and ATS, the Initial Contract Term between the City of Boynton Beach and ATS expires May 14, 2016. This Second Amendment shall not alter, amend, or extend the May 14, 2016 expiration date.

4. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement as amended by the First Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement or the First Amendment, the terms of this Second Amendment shall prevail and control.

5. The provisions of the Agreement, as amended by the First and Second Amendments, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
6. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

7. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

CITY OF BOYNTON BEACH

By: [Signature] 01/17/13
Mayor or City Manager

ATTEST:

By: [Signature] 1-23-13
City Clerk

AMERICAN TRAFFIC SOLUTIONS, INC.

By: [Signature] 12/19/12
Michael Bolton,
Chief Operating Officer

APPROVED AS TO FORM

By: [Signature] 1/1/13
City Attorney
December 19, 2012

Ms. Amanda Bastachury  
American Traffic Solutions, Inc.  
Tempe, AZ 85282

Re: Second Amendment to Professional Services Agreement

Dear Ms. Bastanchury:

Attached is the agreement and a copy of the Resolution mentioned above. Once the agreement has been signed, please return the original to the City Clerk's Office for further processing.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

CITY OF BOYNTON BEACH

Janet M. Prainito, MMC  
City Clerk

Attachments

tls

America's Gateway to the Gulfstream
RESOLUTION R13-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF BOYNTON BEACH, FLORIDA, APPROVING A THIRD
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BOYNTON BEACH AND AMERICAN
TRAFFIC SOLUTIONS FOR PHOTO RED LIGHT
ENFORCEMENT PROGRAM AND AUTHORIZING
EXECUTION OF THE THIRD AMENDMENT BY THE CITY
MANAGER AND CITY CLERK; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, in 2009, the City entered into an Agreement with American Traffic
Solutions, Inc. (ATS) to implement a red light camera enforcement program pursuant to
City Ordinance 08-034; and

WHEREAS, on September 16, 2010 and December 18, 2012, the City and ATS
amended the Agreement; and

WHEREAS, on June 18, 2013 the City Commission established the City’s local
hearing process for Red Light Camera citations pursuant to Florida House Bill 7125; and

WHEREAS, the Agreement between the City and ATS requires amendment to
incorporate the services that the City will require of ATS to comply with the new
legislation; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it
in the best interest of its residents and citizens to approve the Third Amendment to
Professional Services Agreement Between the City of Boynton Beach and American
Traffic Solutions for Photo Red Light Enforcement Program and authorize the City
Manager and City Clerk to execute the document.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:
Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed
as being true and correct and are hereby made a specific part of this Resolution upon
adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does
hereby approve and authorize execution by the City Manager and City Clerk of the Third
Amendment to Professional Services Agreement between the City of Boynton Beach and
American Traffic Solutions for Photo Red Light Enforcement Program, a copy of which is
attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this 6th day of August, 2013.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jerry Taylor

Vice Mayor – Woodrow L. Hay

Commissioner – David T. Merker

Commissioner – Michael M. Fitzpatrick

Commissioner – Joe Casello

ATTEST:

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)
THIRD AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT  

This Third Amendment (this "Amendment") is dated effective this 13th day of September, 2013 and is entered into between American Traffic Solutions, Inc ("ATS"), a Kansas corporation and the City of Boynton Beach ("Customer"), a municipal corporation of the State of Florida  

RECITALS  

WHEREAS, on August 3, 2009, Customer and ATS entered into a Professional Services Agreement (the "Agreement"), and  

WHEREAS, the Florida Legislature passed and the Governor of the State of Florida signed into law CS/CS/HB7125, authorizing local hearings for notices of violations connected with the use of red light cameras as traffic infraction detectors to enforce Chapter 316, the State of Florida Uniform Traffic Code and taking effect on July 1, 2013, and  

WHEREAS, Customer and ATS mutually desire to amend certain terms and conditions of the Agreement to align the provision of services by ATS with the provisions and requirements of Laws of Florida 2013-160  

TERMS AND CONDITIONS  

NOW THEREFORE, Customer and ATS hereby agree as set forth below.  

1 Section 121 of Exhibit B of the Agreement is hereby amended to include Notice of Violation hearings authorized by Laws of Florida 2013-160. This section shall read in pertinent part "and technical support documentation for a hearing in traffic court, and before the City's special magistrate, if necessary."  

2 Exhibit F is hereby amended to add the following "ATS is authorized to charge, collect and retain a convenience fee of up to 5% of the total dollar amount for each electronic payment processed. Such convenience fees are paid by the violator."  

3 Exhibit D is hereby amended to add a new Section 16 as follows "Subsequent notices, other than those specified in section 8, may be delivered by First Class mail for additional compensation as set forth in Exhibit F."  

4 Exhibit F is hereby amended to add the following "For a one-year period beginning on execution of this amendment, the subsequent notices mailings fee shall be $2.00 per piece. This fee amount shall automatically continue for subsequent one year periods unless the parties amend this provision by mutual agreement."  

5 Exhibit D is hereby amended to add the following to paragraph 6: "If an affidavit of non-responsibility is received within the time period set by State Law, a Notice of Violation shall be issued to the individual identified in the affidavit within five (5) calendar days of Vendor’s receipt of such. If a request for a hearing on a Notice of Violation is received, the City shall be provided a copy of such within five (5) calendar days of Vendor’s receipt. The City shall not be charged for any additional mailings of Notices of Violations to be sent out upon receipt of affidavits of non-responsibility."  

6 Exhibit D is hereby amended to revise paragraph 13 to provide that Vendor shall also interact with City personnel regarding the implementation of hearings before the City’s Special Magistrate. This shall include the ability to review evidence packets by internet connection during hearings, as well as the ability to print and finalize orders resulting from such hearings.  

7 Section 2 of Exhibit B is hereby amended to add the following "Customer shall provide, either for itself or through an inter-local agreement with another jurisdiction, a local hearing officer, clerk, and hearing facilities to schedule and hear disputed Notices of Violation."  

8 Section 1 of Exhibit B is amended to add the following to 1:18 "Vendor shall provide the City with copies of requests for hearings on Notices of Violation within five (5) calendar days of receipt. If an affidavit of non-responsibility is received within the time period set by State Law, a Notice of Violation shall be issued to the individual identified in the affidavit within five (5) calendar days of Vendor’s receipt of such."
The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

Boynton Beach

By: 
Title: City Manager
Date: September 18, 2013

American Traffic Solutions, Inc.

By: 
Title: General Counsel
Date: 9/13/13

APPROVED AS TO FORM:

City Attorney
RESOLUTION R15-087

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND AMERICAN TRAFFIC SOLUTIONS FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE FOURTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2009, the City entered into an Agreement with American Traffic Solutions, Inc. (ATS) to implement a red light camera enforcement program pursuant to City Ordinance 08-034; and

WHEREAS, on September 16, 2010, December 18, 2012, and September 13, 2013 the City and ATS amended the Agreement; and

WHEREAS, City staff has revised the Red Light Camera Business Rules to address the opinions expressed by the local judges and hearing officers as well as the opinions expressed in the Arem case, even though the City’s program has always been different than the program described in the Arem case; and

WHEREAS, the Amended Professional Services Agreement would allow the City to resume its red light camera program and, if challenged, present the modified program to the courts for review; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it in the best interest of its residents and citizens to approve the Fourth Amendment to Professional Services Agreement Between the City of Boynton Beach and American Traffic Solutions for Photo Red Light Enforcement Program and authorize the Mayor and City Clerk to sign the Fourth Amendment.
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida does
hereby approve and authorize execution by the Mayor and City Clerk of the Fourth
Amendment to Professional Services Agreement between the City of Boynton Beach and
American Traffic Solutions for Photo Red Light Enforcement Program, a copy of which is
attached hereto as Exhibit "A".

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

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PASSED AND ADOPTED this _day of August__, 2015.

CITY OF BOYNTON BEACH, FLORIDA

YES    NO

Mayor     Jerry Taylor

Vice Mayor – Joe Casello

Commissioner – David T. Merker

Commissioner – Mack McCray

Commissioner – Michael M. Fitzpatrick

VOTE

ATTEST:

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)
FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment (this "Amendment") is dated effective this 4TH day of
August, 2015 and is entered into between American Traffic Solutions, Inc. ("ATS" or "Vendor"), a
Corporation duly registered under the laws of the State of Kansas with its principal place of business at
1330 West Southern Avenue, Tempe, Arizona 85282 and the City of Boynton Beach, Florida ("City" or
"Customer"), a municipal corporation of the State of Florida (each individually a "Party" and collectively
the "Parties").

RECITALS

WHEREAS, on August 3, 2009, the City and ATS entered into a Professional Services
Agreement, which was subsequently amended on or about September 15, 2010 (First Amendment), on or
about January 17, 2013 (Second Amendment) and on or about September 13, 2013 (Third Amendment),
which together constitute the "Agreement" referred to herein; and

WHEREAS, on October 15, 2014, a panel of the Fourth District Court of Appeals for the State of
Florida rendered an opinion on a motion for rehearing in the case styled City of Hollywood v. Arem, No.
4D12-1312 (the "Arem Decision") which has resulted in the parties reviewing the City's program; and

WHEREAS, ATS and the City contest the merits of the Arem Decision and its applicability to the
City's red light camera program and by agreeing to this Amendment in no way embrace the decision or
waive their respective positions that the Arem Decision does not apply to the City of Boynton Beach; and

WHEREAS, the second review described in this Amendment is consistent with the course of
dealing of the Parties since the inception of the Agreement, in that the City's Traffic Infraction
Enforcement Officers have always conducted a second review prior to issuing a Uniform Traffic Citation;
and

WHEREAS, on August 4, 2015, the City implemented certain revised processes for its red
light camera program.

TERMS AND CONDITIONS

NOW THEREFORE, Customer and ATS hereby agree as set forth below:

1. The amendment of Definitions - Section 1.1 as stated in Amendment No. 1 to the Agreement is
hereby replaced with the following: " "Authorized Employee" means a sworn law enforcement
officer ("LEO"), Traffic Infraction Enforcement Officer ("TIEO"), or any other City employee who
performs duties related to the City's red light camera program, including but not limited to the
duties and qualifications set forth in Florida Statutes, Title XXIII, Motor Vehicles, as may be
amended from time to time. Throughout the entire Agreement between the City and ATS and all
amendments thereto, any and all references to "Authorized Employee", "Traffic Infraction
Enforcement Officer", "TIEO", "officer", or "LEO" shall be interchangeable.

2. The amendment of Section 1.20 as stated in Amendment No. 1 to the Agreement is hereby
replaced with the following: "Recorded Images" means, with respect to any motor vehicle passing
through a Designated Intersection, the data collected by the Vendor System with respect to such
motor vehicle, which data shall be made available to the Authorized Employee within the Vendor
System to review for the purpose of determining if probable cause exists that a violation or
infraction occurred."
3. Exhibit B and Exhibit D of Amendment No. 1 to the Agreement are hereby deleted and replaced in their entirety by the new Exhibit B and Exhibit D that are attached to this Fourth Amendment of the Agreement between the parties.

4. ATS shall issue the City a three-month credit (the “Credit”), which will be applied by ATS agreeing to waive the outstanding unpaid invoice for June 2015 and a credit for the amounts to be invoiced for the billing periods of July and August 2015. For the avoidance of doubt, for purposes of the Flexible Payment Plan provided for in Section 6 of the Agreement as stated in Section 14 of Amendment No. 1, the Credit shall not be treated as though the City paid the amounts due to ATS for the billing periods of June, July, and August, but rather the invoices for the months of June, July, and August will not be included in any calculation related to the Flexible Payment Plan. Any funds received by the City during the months of June, July, and August shall be treated as “additional funds” retained by the City for purposes of the Flexible Payment Plan.

5. Effective as of August 1, 2015 and for the remaining term of the Agreement between the City and ATS, the monthly per-camera fee shall be $4,250.00 per camera for any and all cameras or approaches which are a part of the City’s red light camera program.

6. The City agrees to exercise its right under the Agreement to extend the term of the Agreement for another five (5) years, with one five (5) year renewal term remaining. The current term will now expire on May 14, 2021. Section 20 of the Agreement is amended by adding the following: ‘The City may at its option, terminate this Agreement with no penalties for any reason on December 31, 2016, by providing written notice of its intent to terminate the Agreement to ATS on or before October 3, 2016.’

7. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

8. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

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SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment.
CITY OF BOYNTON BEACH, FLORIDA

By: [Signature] Mayor
11/06/15
Date

APPROVED AS TO FORM:

By: [Signature] City Attorney
Date

ATTEST:

By: [Signature] City Clerk DEPUTY
8/17/2015
Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By: [Signature] David M. Roberts, President
8/5/2015
Date
EXHIBIT B

Construction and Installation Obligations

Timeframe for Installation: Photo Red Light Enforcement Program

Vendor will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Vendor and City pursuant to Exhibit A.

Vendor will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

1. Vendor Obligations Vendor shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Vendor’s sole cost and expense):

1.1 Appoint the Vendor Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Vendor Project Manager.

1.2 Request current “as-built” electronic engineering drawings for the Designated Intersections (the “Drawings”) from the County traffic engineer.

1.3 Develop and submit to the City for approval construction and installation specifications in reasonable detail for the Designated Intersection, including but not limited to specifications for all sensors, pavement loops, electrical connections, and traffic controller connections, as required.

1.4 Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection(s) (collectively, the “Approvals”), which will include compliance with City permit applications. In the event there is a cost associated with acquiring these approvals other than permit or recording fees (which shall be the responsibility of the Vendor), the parties will address responsibility for such costs on a case-by-case basis.

1.5 Vendor will provide reasonable administrative assistance to the City in the development of a letter in support of a Traffic Infraction Detector at intersection(s) requested. In addition, and if required, Vendor will provide reasonable assistance to the City with a traffic engineering study supporting the installation of a Traffic Infraction Detector at the location(s) requested by the City.

1.6 Seek rights from private property owners, as necessary for the placement of System Equipment at designated intersections where Governmental Authorities have jurisdiction over the designated intersection and adjacent rights of right of way, and which such Governmental Entity denies authority to Vendor for the installation of its equipment. In the event there is a cost associated with acquiring these rights other than permit or recording fees (which shall be the responsibility of the Vendor), the parties will address responsibility for such costs on a case-by-case basis.

1.7 Vendor shall apply and become a Florida Department of Highway Safety and Motor Vehicles (DHSMV) approved E-Citation Vendor.

1.8 Submit to the City a public awareness strategy for the City’s consideration and approval, which strategy shall include media and educational materials for the City’s approval or amendment according to the ATS proposal (the “Awareness Strategy”).

1.9 [Deleted]
1.10 Implement the City’s business rules as reflected in the City’s Red Light Camera Business Rules Questionnaire, as such may be amended from time to time, and Enforcement Documentation consistent with the requirements of the State Law; provided, however, the City shall provide the Vendor a form of Notice of Violation and Uniform Traffic Citation with the understanding that some modifications may be necessary to enable use with Vendor System or to comply with the State Law. The City’s business rules are incorporated into this Agreement as if fully set forth herein. The City’s business rules may be amended from time to time as authorized by the City Manager or the City Manager’s designee. Such amendments to the City’s business rules shall not require an amendment to this agreement and shall not require City Commission Approval. With the exception of amendments required to comply with judicial decisions or changes in law, if an amendment requested by the City to the City’s business rules increases any cost to the Vendor the Vendor shall provide the City with an estimate of the additional costs and the City shall be responsible for such costs if approved by the City to proceed with the amendment to the City’s business rules. If an amendment is required to comply with a judicial decision or a change in law and said amendment increases any cost to the City or the Vendor, the Vendor and City shall negotiate a reasonable allocation of the costs.

1.11 The Vendor System shall facilitate the Authorized Employee’s providing by electronic transmission a replica of the Uniform Traffic Citation data to the Broward County Court. The Vendor shall be responsible for its own development costs. The City and Vendor shall address any development costs charged by the City, the court or a third party Vendor on a case by case basis.

1.12 Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the City).

1.13 Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations.

1.14 Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Violation processing capability with the Vendor System.

1.15 Implement the use of the Vendor System at each of the Designated Intersections.

1.16 Deliver the Materials to the City.

1.17 Within five (5) business days after the Recorded Image is collected by the traffic infraction detector, the Vendor System shall make all Recorded Images accessible for review by the City’s Authorized Employee.

1.18 Upon a finding by the City’s Authorized Employee that probable cause exists that a violation occurred, the Authorized Employee may issue a Notice of Violation. Once the Authorized Employee has issued the Notice of Violation, the Vendor shall perform the ministerial task of printing and mailing the Notice of Violation that has been issued by the Authorized Employee.

1.19 If the Civil Penalty is unpaid or the recipient of the Notice of Violation does not file an affidavit of non-responsibility that does not meet the requirements of the State Law within the time set forth in the State Law, then within five (5) business days after the expiration of time, place the unpaid Notice of Violation into the Traffic Citation Queue for review by the City’s Traffic Enforcement Officer to authorize the issuance of a Traffic Citation pursuant to the State Law. Upon a finding by the City’s Authorized Employee that probable cause exists that a violation occurred, the Authorized Employee may issue a Uniform Traffic Citation. Once the Authorized Employee has issued the Uniform Traffic Citation, the Vendor shall perform the ministerial task of
printing and mailing the Uniform Traffic Citation that has been issued by the Authorized Employee.

1.20 Obtain access to the records data of the Department of Motor Vehicles in Vendor's capacity as needed for the program.

1.21 Vendor shall provide training for personnel of the City, including, but not limited to, the persons who City shall appoint as Authorized Employees and other persons involved in the administration of the Photo Red Light Enforcement Program, regarding the operation of the Vendor System and the Photo Red Light Enforcement Program. This shall include training with respect to the Vendor System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.

1.22 Assist the City with its interactions with the court and judicial personnel regarding the implementation of the Vendor System for hearing on Traffic Citations, the development of a subpoena processing timeline that will permit the offering of Violations Data in hearings and judicial proceedings, and coordination between Vendor, the City and the applicable court.

1.23 Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the State Law Photo Red Light Enforcement Program.

1.24 Vendor agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received Notices of Violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, ATS will provide a Frequently Asked Questions (F.A.Q.) page. Vendor will provide this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen circumstances arising out of causes beyond the reasonable control of ATS (e.g., acts of God, acts of a public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather etc.).

1.25 Notice to Motorists. Not less than fifteen (15) days prior to the issuance of notices of violations from a newly installed camera at an approved intersection, Vendor will provide temporary sign notification at no cost to the City, approved by the City's Police Department and Engineer, for the purpose of providing notice to motorists of the activation date. Signs will provide notice of the presence of cameras and the activation date. Additionally, Vendor shall coordinate public relations efforts with the City, including assisting the City with press releases and other public information items, the costs of which shall be Vendor's responsibility, as may be decided to be necessary by the parties for each camera.

2 CITY OBLIGATIONS. The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at the City's sole expense):

2.1 Appoint the Project Manager.

2.2 Assist Vendor in obtaining the Drawings from the relevant Governmental Authorities.

2.3 Notify Vendor of any specific requirements relating to the construction and installation of any Intersection or the implementation of the PHOTO RED LIGHT ENFORCEMENT PROGRAM.

2.4 Assist and cooperate with Vendor in seeking Approvals, including, but not limited to, executing all such documents as may be necessary or desirable to obtain the Approvals.

2.5 Provide reasonable access to the City's properties and facilities in order to permit Vendor to install and test the functionality of the Designated Intersections and the Photo Red Light Enforcement Program.
2.6 Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training.

2.7 Seek approval or amendment of Awareness Strategy and provide written notice to Vendor with respect to the quantity of media and program materials (the "Materials") that the City will require in order to implement the Awareness Strategy.

2.8 Develop the Red Light Violation Criteria consistent with the State Law.

2.9 Seek approval of the Enforcement Documentation.

2.10 The City shall provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Vendor is acting as an Agent of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

2.11 If feasible, and only after all necessary approvals have been obtained from utilities and other governmental entities with jurisdiction, City shall allow Vendor to access power from existing power sources at no cost to City and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the City’s jurisdiction. Vendor acknowledges that access to power and signal cabinets may require approval from Florida Power and Light, Florida Department of Transportation or Palm Beach County Traffic Engineering Division, as necessary.

2.12 The Traffic Infraction Enforcement Officer shall process each potential violation in accordance with State Laws and/or City Ordinances within five (5) business days of its appearance in the Notice of Violation Review Queue, and determine which violations will be issued as Notices of Violation or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City’s control.

2.13 Within five (5) business days of its appearance in the Traffic Citation Review Queue, for unpaid Notices of Violation, the Traffic Infraction Enforcement Officer shall process the violation and determine whether to issue a Traffic Citation, or as soon as reasonably practical in the event of technical difficulties, power outages, or other circumstances beyond the City’s control.

2.14 City shall provide its own Internet connection to operate the Vendor System to allow for the Authorized Employee to review and process Recorded Images, issue Notices of Violation and issue Uniform Traffic Citations, and provide copies of the Uniform Traffic Citations to the court.

2.15 Vendor shall provide Police Department / Adjudication workstation computer monitors for citation review and approval which provide a resolution of 1280 x 1024, which shall be returned to Vendor in the event the Agreement is terminated.

2.16 For optimal data throughput, Police Department / Adjudication workstations should be connected to a high-speed Internet connection with bandwidth of T-1 or greater. Vendor will coordinate directly with the City’s Information Technology (IT) Department on installation and implementation of the computerized aspects of the program.

2.17 Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by ATS and approved by the City.

2.18 In the event that remote access to the ATS Axis VPS System is blocked by City’s network security infrastructure, the City’s IT Department and the counterparts at ATS shall
coordinate to facilitate appropriate communications access while maintaining required security measures.

2.19 City shall provide a computer terminal at a public location where persons receiving Notices of Violation may review the recorded images of the violation.
EXHIBIT D

Infraction Processing

1. All Infractions Data shall be stored on the Vendor System.

2. The Vendor System shall process Violations Data gathered from the Designated Intersections into a format capable of review by the Authorized Employee via the Vendor System.

3. Vendor shall act as Customer's agent for the limited purpose of collecting Recorded Images for the Authorized Employee to review and for the City’s Traffic Infraction Enforcement Officer to determine if probable cause exists that a Violation has occurred. Vendor shall provide the Customer with access to any and all Recorded Images captured by the Camera System and automatically uploaded into the Vendor System. Notwithstanding any other provision in the Agreement, Vendor shall not have any authority or discretion to select which Recorded Images are accessed and reviewed by the Authorized Employee. All work Vendor performs in this regard shall be at the express direction and control of the Customer.

4. The Vendor System shall be accessible by the Authorized Employee through a virtual private network in an encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser.

5. Vendor shall provide storage capabilities for the City to store Violations identified for prosecution for a period of time of not less than four (4) years after final disposition of a case.

6. Vendor shall provide Authorized Employees with access to the Vendor System for the purposes of reviewing the pre-processed Violations Data within five (5) days of the gathering of the Violations Data from the applicable Designated Intersections, and as to the issuance of Traffic Citations, within five (5) days of the expiration of the time frame under the State law when a recipient of a Notice of Violation fails to pay the penalty or submit an affidavit of non-responsibility that satisfied the requirements of the State law.

7. The Authorized Employee shall use the Vendor System to review the Recorded images to determine if probable cause exists that a violation occurred and for the Authorized Employee to determine whether a Notice of Violation shall be issued and the Authorized Employee shall make such determination within five (5) days of the Recorded images being made available in the Police Review Queue of the Vendor System. As to the issuance of the Uniform Traffic Citation by the City's Authorized Employee, the Authorized Employee shall review the Recorded Images a second time within five (5) days of the Recorded Images being made available in the Vendor System after the expiration of the statutory time period allowed for the alleged violator to have responded to the issued Notice of Violation. If the Authorized Employee issues a Uniform Traffic Citation, within two (2) days after the issue date on the Uniform Traffic Citation, the Vendor System shall make available on the designated City FTP site a replica of the UTC and related metadata for review by the Authorized Employee and the electronic transmission of the replica UTC by the Authorized Employee to the court having jurisdiction over the alleged violation. VENDOR HEREBY ACKNOWLEDGES AND AGREES THAT A DECISION TO ISSUE A NOTICE OF VIOLATION AND/OR A UNIFORM TRAFFIC CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE CITY'S AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION CONSISTENT WITH STATE LAW (AN "ISSUANCE DECISION"), AND IN NO EVENT SHALL VENDOR HAVE THE ABILITY OR AUTHORIZATION TO MAKE ANY DETERMINATIONS RELATED TO AN ISSUANCE DECISION.

8. With respect to each Issuance Decision where the Authorized Employee found that probable cause existed that a violation occurred, the City’s Authorized Employee shall use the Vendor System to cause the Vendor to perform the ministerial task of printing and mailing the Notice of
Violation or Uniform Traffic Citation, and Vendor shall print and mail such Notice of Violation or Uniform Traffic Citation within five (5) days after the Issuance Decision is made by the City’s Authorized Employee.

9. Vendor shall provide a toll-free telephone number, at its sole expense, for the purposes of answering citizen inquiries.

10. The Vendor shall permit the City’s Authorized Employees to use the Vendor Standard Report System to download and print reports to allow the City to have oversight and continuous or periodic review of all actions taken within the Vendor System related to the Recorded Images uploaded into the Vendor System from the traffic infraction detector.

11. Upon Vendor’s receipt of a written request from the City and in addition to the Standard Reports, Vendor shall provide, without cost to the City, reports regarding the processing and issuance of Notices of Violation, the maintenance and downtime records of the Designated Intersections and the functionality of the Vendor System with respect thereto to the City in such format and for such periods as the City may reasonably request, without cost to the City.

12. Upon Vendor’s receipt of a written request from the City at least fourteen (14) calendar days in advance of a hearing, Vendor shall provide expert witnesses for use by the City in prosecuting infractions, at no cost to the City.

13. Vendor shall provide such training to City personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the City with respect to the Photo Red Light Enforcement Program. However, if a specific case requires testimony on the technical aspects of the equipment, upon City’s request Vendor shall provide the City with an expert in the hearing in that case at no cost to the City.

14. Vendor shall prepare and provide to City a Notice of Violation form that complies with all requirements of the State Law. Vendor shall also provide to City a form of affidavit for use by owners of motor vehicles who claim an exemption under Florida Statutes §316.0083 and shall make that affidavit available to owners through an internet location or upon telephone or written request by an owner who has received a Notice of Violation or Traffic Citation. Vendor agrees that the city shall have the right to review and approve the form Notice of Violation and affidavit prior to their use, and that in the event City determines additional information should be included in the forms prior to their use or after implementation Vendor shall modify the forms at its sole expense, to comply with those requirements, subject only to space limitations on the notice paper. City shall provide a Traffic Citation form to Vendor with the understanding that some modifications may be necessary to enable use with Vendor’s systems and to comply with State Law.

15. Vendor is authorized as the City’s agent to receive funds paid by red light camera violators. To facilitate this agency, ATS will establish a demand deposit account bearing the title, “American Traffic Solutions, Inc. as agent for the City of Boynton Beach” at U.S. Bank. All funds received by Vendor on behalf of the City will be deposited in this account and transferred by wire the second business day of each week to the City’s primary deposit bank. The City will identify the account to collect funds wired from U.S. Bank. If desired, City will sign a W-9 and account agreement, to be completed by the City, to ensure the City’s financial interest in said U.S. Bank account is preserved.
RESOLUTION R15-28

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A LETTER OF UNDERSTANDING TO CORRECT A SCRIVENER'S ERROR CONTAINED ON PAGE TWO OF EXHIBIT B TO THE FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND AMERICAN TRAFFIC SOLUTIONS AND AUTHORIZING THE MAYOR TO SIGN THE LETTER OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 17, 2015, the City Commission approved the Fourth Amendment to Professional Services Agreement between the City of Boynton Beach and American Traffic Solutions, Inc. (ATS); and

WHEREAS, Exhibit B, Construction and Installation Obligations, which was attached to the Fourth Amendment to Professional Services Agreement with ATS, contained a scrivener’s error on page two and incorrectly referred to Broward County rather than Palm Beach County; and

WHEREAS, the parties have jointly agreed, pursuant to the attached Letter of Understanding that the revised page which contains the corrected information should be made a part of the Fourth Amendment to Professional Services Agreement; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it in the best interest of its residents and citizens to approve the Letter of Understanding to correct a scrivener’s error on page two of Exhibit B to the Fourth Amendment to Professional Services Agreement Between the City of Boynton Beach and American Traffic Solutions and to authorize the Mayor to sign the Letter of Understanding.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Letter of Understanding to correct the scrivener’s error contained on page two of Exhibit B to the Fourth Amendment to Professional Services Agreement between the City of Boynton Beach and American Traffic Solutions, a copy of the Letter of Understanding and corrected page two of Exhibit B are attached hereto.

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

PASSED AND ADOPTED this 20 day of OCTOBER, 2015.

CITY OF BOYNTON BEACH, FLORIDA

Mayor       Jerry Taylor

Vice Mayor   Joe Casello

Commissioner – David L. Merker

Commissioner – Mack McCray

Commissioner – Michael M. Fitzpatrick

VOTE 5-0

ATTEST:

Janet M. Praimono, MMC
City Clerk

(Corporate Seal)
October 20, 2015

Sent by FedEx, tracking no. 8066 2789 9331
David M. Roberts, President
American Traffic Solutions
1330 W. Southern Ave.
Tempe, AZ 85282

RE: City of Boynton Beach / Letter of Understanding Regarding Scrivener’s Error

Dear Mr. Roberts:

Please allow this Letter of Understanding to confirm that the City of Boynton Beach’s employees will by provide, by electronic transmission, a replica of the Uniform Traffic Citation data to the Palm Beach County Court.

More specifically, on August 4, 2015, the Boynton Beach City Commission voted to enter into a Fourth Amendment to the existing contract between the City and American Traffic Solutions. Such Amendment contained an Exhibit B. On page 2 of Exhibit B, there is a scrivener’s error which references electronic transmission of data to “Broward County Court.” Since the City of Boynton Beach is located in Palm Beach County, Florida, the agreement should state “Palm Beach County Court.”

Enclosed with this letter is page 2 of Exhibit B which contains the proper reference to Palm Beach County Court. Upon your review, should you concur with the correction of the scrivener’s error, please acknowledge such by signing below as indicated.

Sincerely,

Mayor Jerry Taylor

[Signature]

ATS CORPORATE ACKNOWLEDGEMENT AND ACCEPTANCE:

[Signature]
David M. Roberts, President and COO

Date: 10-27-2015

AMERICA'S GATEWAY TO THE GULFSTREAM
1.10 Implement the City's business rules as reflected in the City's Red Light Camera Business Rules Questionnaire, as such may be amended from time to time, and Enforcement Documentation consistent with the requirements of the State Law, provided, however, the City shall provide the Vendor a form of Notice of Violation and Uniform Traffic Citation with the understanding that some modifications may be necessary to enable use with Vendor System or to comply with the State Law. The City's business rules are incorporated into this Agreement as if fully set forth herein. The City's business rules may be amended from time to time as authorized by the City Manager or the City Manager's designee. Such amendments to the City's business rules shall not require an amendment to this agreement and shall not require City Commission Approval. With the exception of amendments required to comply with judicial decisions or changes in law, if an amendment requested by the City to the City's business rules increases any cost to the Vendor, the Vendor shall provide the City with an estimate of the additional costs and the City shall be responsible for such costs if approved by the City to proceed with the amendment to the City's business rules. If an amendment is required to comply with a judicial decision or a change in law and said amendment increases any cost to the City or the Vendor, the Vendor and City shall negotiate a reasonable allocation of the costs.

1.11 The Vendor System shall facilitate the Authorized Employee's providing by electronic transmission a replica of the Uniform Traffic Citation data to the Palm Beach County Court. The Vendor shall be responsible for its own development costs. The City and Vendor shall address any development costs charged by the City, the court or a third party Vendor on a case by case basis.

1.12 Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersections (under the supervision of the City).

1.13 Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersections, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations.

1.14 Install and test the functionality of the Designated Intersections with the Vendor System and establish fully operational Violation processing capability with the Vendor System.

1.15 Implement the use of the Vendor System at each of the Designated Intersections.

1.16 Deliver the Materials to the City.

1.17 Within five (5) business days after the Recorded Image is collected by the traffic infraction detector, the Vendor System shall make all Recorded Images accessible for review by the City's Authorized Employee.

1.18 Upon a finding by the City's Authorized Employee that probable cause exists that a violation occurred, the Authorized Employee may issue a Notice of Violation. Once the Authorized Employee has issued the Notice of Violation, the Vendor shall perform the ministerial task of printing and mailing the Notice of Violation that has been issued by the Authorized Employee.

1.19 If the Civil Penalty is unpaid or the recipient of the Notice of Violation does not file an affidavit of non-responsibility that does not meet the requirements of the State Law within the time set forth in the State Law, then within five (5) business days after the expiration of time, place the unpaid Notice of Violation into the Traffic Citation Queue, for review by the City's Traffic Enforcement Officer to authorize the issuance of a Traffic Citation pursuant to the State Law. Upon a finding by the City's Authorized Employee that probable cause exists that a violation occurred, the Authorized Employee may issue a Uniform Traffic Citation. Once the Authorized
He suggested that the City entertain putting the issue on the ballot in the next election to ascertain the public opinion. If the public has an interest, then direction can be given to get the reports to compare. If the vote is against obtaining the information the issue would be dropped. If a new police station is required, the only funding source would be a higher millage rate or a bond issue.

(Commissioner Fitzpatrick left the dais.)

Commissioner Merker questioned how the statement was made we had the best public safety departments, yet suggest outsourcing the functions. The remarks appeared to be political according to Commissioner Merker. The police reorganization illustrated true team work. What the citizens of Boynton Beach want has to be the primary force. The citizens want security and safety.

Vice Mayor Casello clarified he was not running for political office. The issue is affordability.

Mayor Taylor was not in favor of outsourcing police and fire. They do a great job. He understood future affordability is a concern. Vice Mayor Casello suggested a survey distributed in the utility bills may be sufficient. Mayor Taylor favored a survey. Commissioner Merker felt it was a contradiction.

13. LEGAL

A. PROPOSED RESOLUTION NO. R15-087 - Approve a Fourth Amendment to the Professional Services Agreement between the City of Boynton Beach and American Traffic Solutions, Inc., ("ATS") for the Red Light Traffic Enforcement system.

Harvey Oyer, representing American Traffic Solutions as a lobbyist, reviewed the Red Light Program. This week, ironically, marks the National Stop on Red Week, sponsored by the Federal Highway Administration. There is a top ten list of why stopping on red is critical. Most of us know or knew someone who has been killed or maimed by a red light runner. The dollar cost to Americans exceeds $200B a year, an extraordinary cost to society that is avoidable.

The City of Boynton Beach is now four and a half years into a five year contract with ATS, commencing in May of 2011 as a pioneer with a red light camera program. It was enacted by the City, before the State Legislature made it a uniform traffic citation violation. There are 15 cameras installed at seven intersections. During that time, to March, 2015 there was a 38% decrease per day, per camera in red light running. It is comparable to the national and state averages of other red light camera programs. The majority of violators are not Boynton Beach residents. There is a very low recidivism rate. The lights and cameras were designed to modify behavior and have been effective. The cameras also provide 24 hour-a-day surveillance to the Police
Department to solve other crimes. The videos have been requested and used 230 times. Other communities pay hundreds of thousands of dollars a year to set up surveillance in areas for crime prevention and resolution. The City of Boynton Beach receives the coverage for free because the video belongs to the City.

State-wide statistics show there are 80 jurisdictions that have red light cameras. Fatal crashes at intersections with cameras have been reduced 49%. The estimated number of lives saved per year is 18. In Palm Beach County the data compiled by Palm Beach County Traffic Engineering revealed, while accidents decreased 28% at camera intersection, it was increasing 15% at non-camera intersections. It is a differential of 43%.

The majority of people receive one ticket and it modified their behavior. Those who got a second ticket are a small percentage and fewer than 2% are the individuals with three or more violations. Red light cameras truly do modify driver behavior. Sideswipe crashes decreased in other jurisdictions with very similar results throughout the State of Florida.

A large share of the money collected goes to the State. It began as a local Code Enforcement violation and the enacting ordinance made it enforceable against everyone in the State. Many major roadways are State roads and the ordinance allows cameras to be placed in their State road right-of-way. The City receives a portion of the money and $3 from each ticket goes to the Miami Project to Cure Paralysis. There is a direct relationship been paralysis and red light running. The local trauma centers receive $10 from each ticket.

The public quickly realizes the red light cameras are not being monitored and running red lights become a problem. The City cameras have recorded a 30% increase in red light violations since tickets were no longer issued. In the four and a half years since the cameras were installed there has been a 38% reduction in red light running.

All of the 52 cities in the survey experienced a change in driver behavior, greater public awareness, reduction in recidivism, reduction in crash severity and reduction in number of crashes and pedestrian safety. A large percentage of those injured at intersections are pedestrians and bicyclists.

The cameras are endorsed by the Florida League of Cities, the Florida Police Chiefs’ Association and many other agencies including the U.S. Conference of Mayors and U.S. Department of Transportation. In spite of the challenges, 70% of the Floridians and Americans support red light camera programs. The red light cameras take all the subjectivity out of the process. It is completely objective, color blind and with no discretion or bias.

Mr. Oyer indicated he had asked Melissa Wandall to be present because her husband was killed by a red light runner and was the impetus for the The Mark Wandall Traffic
Safety Act. She is the national spokesperson for Stop On Red and she sent her encouragement that the program continue that was pioneered by the City of Boynton Beach and received unanimous approval by the Commission.

Mark Buoniconti was present and had been paralyzed by a tackle in a football game. He now moves people to understand the tragedy of paralysis and to join him in finding its cure. He is the Founder and President of the Miami Project to Cure Paralysis and other organizations fighting for a solution to assist with paralysis and change the way the world thinks about paralysis. The $3 per ticket revenue is making a huge difference at the Miami Project to Cure Paralysis. The Foundation is now working on clinical trials in humans with cellular transplants. The trauma centers that receive funding are seeing a reduction in injuries related to car crashes and red light running. The funds are not only helping to cure paralysis, but also saving lives of those who run red lights and are victims of accidents.

It is an extremely important issue. The $158 fine is for running a red light, one of the most egregious offenses of driving. The City has a unique position to impact lives by doing the right thing and making the community a safer place. Mr. Buoniconti implored the Commission to pass the issue and let the red light cameras continued.

Mayor Taylor indicated he had followed Mr. Buoniconti since his accident and admired his work and courage to try to cure paralysis.

Mr. Harvey asked the Commission to approve option four that resolves all issues and gets the program operational again.

Attorney Bridgeman detailed the four options available. The first option would be to do nothing and keep the cameras off and issue no citations. The City would still have an obligation to follow the contract and pay about $800,000 until the contract ends in May, 2016 without any services in return.

The second option would be to terminate the contract with ATS immediately. The City does have an obligation to make its best efforts to conclude the contract and pay the month amount as agreed. If the contract is terminated by the City, ATS would likely file a legal challenge to the City’s decision and the monthly payments would be discontinued. However, legal fees would be assessed and if the City is determined to have breached the contract, the $800,000 would be due.

The third option would involve amending the ATS contract solely to modify the program to turn the cameras back on and follow all of the opinions that have been handed down in the Courts. The contract would naturally end in May of 2016. A decision would have to be made whether or not to renew the contract for an additional five year term. The fiscal impact would be payment of $800,000 and $4,750 per camera, per month and no credits would be applied.
Option four is recommended by City staff and requested to be approved by ATS by amending the contract to modify the City's program, provide financial credits to the City for the past three months and renew the contract for an additional five year term. If by October 3, 2016 the Commission decides to discontinue the program, a letter can be issued to ATS to terminate the contract for any reason. This would add seven months to the contract to allow the program to move through the Courts. Instead of the $4,750 fee per camera, per month, there would be a $500 reduction per camera, per month from August 1, 2015 through May 2021 and get the three month credit from ATS. It would make the City financially whole in that respect.

Attorney Cherof reminded the Commission, the reason for the fourth amendment is because once ATS was notified the City felt the contract could not continue, the same contract provided an opportunity for ATS to cure the defects in the program. This addendum is ATS's best effort to remedy the issues raised in the Court proceedings and cure the problems identified. It is important to note the Court actions are not final and subject to appeal. There have been conflicting Court opinions. 

Mr. Oyer related ATS was in complete agreement with Attorney Cherof. Only one of five District Courts has ruled the cameras are not legal based on the case in Hollywood, Florida. The Hollywood contract is different than the Boynton Beach contract. It has been agreed that any contract language be amended that may be perceived as not being in compliance with the decision on the Hollywood case. Most of the disputes revolve around who makes the final decision on the issuance of a ticket. The Boynton Beach Police Department has always made the final determination. 

Mayor Taylor opened the issue for public comment.

Ramona Young, 9966 Boynton Gardens Way, had received a ticket that she paid, but contended there was a gap in the timing when two vehicles go through an intersection that only the second vehicle is photographed. She was angry about the violation. She abides by the law and thought the cameras were a big "rip off". There should be another option pursued and the matter carefully reviewed. Mayor Taylor explained Ms. Young could have gone to the magistrate hearing with the explanation. Ms. Young asserted she did not have the time or the energy or patience to pursue a hearing and argument. She argued the red light cameras were being questioned and the Commission should reconsider their use in the City of Boynton Beach.

Steve Anton, 234 SE 2nd Avenue, opined the Commission was purchasing a system that would observe the citizens and further intrude into individual lives everywhere. The Constitution declared this would not occur and yet it is allowed to creep into everyone's lives. Mr. Anton referred to it as "prostitution of the Constitution". An individual cannot question the camera or the technology. It is a deeper problem than realized. It is not just the money involved.
Robert Pollock, 210 NE 22nd Avenue, questioned the distribution of the money collected from the fine. He would not argue if the money was spent to beautify the City or put back in for redevelopment. Mayor Taylor explained there were expenses and personnel cost to administer the program. There are months when not enough money is collected to pay the monthly fee to ATS for the cameras. The new agreement would allow the payments to smooth out month to month for a more consistent expense. The intent is to save lives and injury. Any monies that are not used to cover the cost of the program, is deposited in the General Fund to be used for the community.

Bro. Victor Norfus, 261 N. Palm Drive, offered the cost was prohibitive with the only cure being to issue more tickets. He inquired how many actual accidents have been captured that would support lives saved. Bro. Norfus did not like the idea of electronic surveillance replacing police. He had just been in an auto crash at a stop sign in West Palm Beach. Unless the cameras can quantify lives saved, the assertion cannot be made. The totality of the program has to be considered. More police surveillance is needed at the intersections rather than cameras. The issue is not electronic surveillance ticketing innocent people and saving lives if the data cannot be quantified. He questioned how many accidents had been recorded to provide the data to support the program. Mayor Taylor recalled there was a 38% decrease in red light violations.

Commissioner Merker had received a ticket and paid the fine because he was guilty of the violation. The key is psychological and the resulting behavior changes. Safety rather than dollars should be the primary concern. Technology only improves over time and is now saving more and more lives. Commissioner Merker would vote in favor of continuing the program to help the masses, not individually. The additional surveillance can only enhance the safety of all citizens.

Vice Mayor Casello inquired what the City paid monthly to ATS and Attorney Bridgeman replied it was $74,000 for the service provided. There is a distinction between the monthly fee paid and how the fines are distributed. Tim Howard, Director of Finance, reported of the $158 fine, $83 goes to the State, $75 goes to the City. ATS receives nothing from the fines paid.

Vice Mayor Casello asked how many municipalities had installed the red light cameras and it was estimated eight or nine. All of the contracts have expired and they decided to wait and see what happens with other municipalities. Attorney Bridgeman emphasized the cameras have never been ruled illegal. There is an appeal pending relating to the decision that resulted in the cameras being turned off. Other jurisdictions in Florida have won appeals with the old program. The proposed changes would further enhance the likelihood of success in the Courts.

Vice Mayor Casello inquired if there was language in the contract allowing the City to terminate the contract if insufficient revenue was being generated. Ms. Bridgeman explained it is a cost neutrality provision that is settled at the end of the contract.
It was argued there was no reason for anyone to pay a ticket if the cameras were turned on, pending the final Court decision and based on all the tickets that have been thrown out. In response, the program has been modified to address the concerns of the Court. There are options available if a ticket is issued. The modified program cannot be tested unless tickets are once again issued.

Vice Mayor Casello asserted the tickets have been tested in Court and thrown out. Now the new program should be instituted and appeals taken to test its validity. Another judge could do the same as before and throw the new tickets out the window. He asked if there was a class action suit by the people who paid the original tickets issued. There would be a possibility that the City would have to return the monies collected previously.

Commissioner Fitzpatrick recalled the videos he had seen were very scary. The pictures sent with the notice of violation do not clearly represent the violation. There is essentially no question of a violation. Commissioner Fitzpatrick did not feel there was an expectation of privacy at a public intersection. More police are needed, but the cost factor has to be considered. Having eyes on the intersection is the most cost effective solution.

Commissioner McCray asked Chief Katz how many intersection accidents have occurred while the cameras were turned off. Chief Katz responded there was a 23.4% increase of crashes in intersections. There have been no fatalities.

Commissioner McCray respected the courage of Mr. Buoniconti, but noted paralysis comes from various acts and situations. He applauded the individuals who came forward to speak and the cities that discontinued the contracts with ATS. He could only vote to continue the current contract through May 2016 and then it should be terminated. In his opinion it was a money-making venture and he would only support the program until the contract expires.

Mayor Taylor was aware that many municipalities in the County have gone through the same processes and are now operating. He stressed continuing the contract until May of 2016 would cost the City over $1M. Option four will allow the City to save money. The $222,000 fee covering the last three months will be excused and each camera will be reduced by $500 a month. The contract can still be cancelled next year.

Vice Mayor Casello surmised ATS was requesting the contract be extended for seven months and then sign a five year contract. Attorney Cherof interjected there is a clause that allows the City to terminate the agreement with no penalty, for any reason, on December 31, 2016 by providing written notice of its intent to terminate the agreement to ATS on or before October 3, 2016. This is a free out for the City.

Vice Mayor Casello asked why ATS wanted the seven-month extension and Mr. Oyer explained it would allow recovery of the cost to refund the City $220,000 and the reduction in the cost for the City going forward. The seven-month extension would
allow time for the test cases to make the way through the Court system. There is a tremendous ongoing expense to operate the camera system.

It was asserted most of the violations occur because people are distracted rather than a willful attempt to run the red light. Boynton Beach should not be the test case. The challenges should be allowed to go through the Courts and if upheld, turned back on.

Mayor Taylor had seen drivers intentionally running lights on a daily basis. Commissioner Merker noted once a ticket is received and paid, drivers slow down. ATS is a business entity and their product assists mankind. The issue is safety, not dollars or self-guilt.

Motion

Mayor Taylor passed the gavel and moved to adopt option #4 to amend the contract and the particulars listed. Commissioner Merker seconded the motion.

Vote

The motion passed 3-2 (Vice Mayor Casello and Commissioner McCray dissenting).

B. PROPOSED ORDINANCE NO. 15-017 - SECOND READING - PUBLIC HEARING - Approve request to abandon a 10-foot wide utility easement in conjunction with the iStorage Warehouse Addition project (MSPM 15-005) under concurrent review, located at 2951 SW 14th Place within the M-1 (Light Industrial) zoning district. Applicant: Bradley Miller, Miller Land Planning, Inc.

Attorney Cherof read Proposed Ordinance No. 15-017 by title only, on second reading.

Mayor Taylor opened the issue for public hearing. No one came forward.

Motion

Commissioner McCray moved to approve Ordinance No. 15-017. Commissioner Merker seconded the motion.

Vote

Deputy City Clerk Pyle called the roll. The vote was 4-0 (Commissioner Fitzpatrick was not present for the vote.)

C. PROPOSED ORDINANCE NO. 15-018 - SECOND READING - PUBLIC HEARING - Adopt an ordinance to sunset the Cemetery Board of Governors.

Attorney Cherof read Proposed Ordinance No. 15-018 by title only, on second reading.
EXPLANATION OF REQUEST:
On June 9, 2017 at the special session of the Florida Legislature, the Florida House and Senate passed bills amending the state’s medical cannabis laws. The Governor subsequently signed the bills on June 23, 2017 and these amendments became effective as of July 3, 2017.

Based on these amendments staff requests direction on how to proceed with the medical cannabis dispensary regulations. A summary of the state preemptions are attached as exhibit “A” and a copy of the amended law in its entirety are attached as exhibit "B".

The State's actions generally leaves the City with the following options.

1. Add medical cannabis dispensaries to the land development regulations with no restrictions greater than currently required on pharmacies.
2. Add medical cannabis dispensaries to the land development regulations while amending the requirements for pharmacies to implement further restrictions.
3. Ban medical cannabis dispensaries in the City.

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

FISCAL IMPACT: Budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:
Is this a grant?

Grant Amount:

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**ATTACHMENTS:**

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(11) PREEMPTION.—Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.

(b) 1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465. A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. 381.986(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

(d) This subsection does not prohibit any local jurisdiction from ensuring medical marijuana treatment center facilities comply with the Florida Building Code, the Florida Fire Prevention Code, or any local amendments to the Florida Building Code or the Florida Fire Prevention Code.
An act relating to medical use of marijuana; providing legislative intent; amending s. 212.08, F.S.; providing an exemption from the state tax on sales, use, and other transactions for marijuana and marijuana delivery devices used for medical purposes; amending s. 381.986, F.S.; providing, revising, and deleting definitions; providing qualifying medical conditions for a patient to be eligible to receive marijuana or a marijuana delivery device; providing requirements for designating a qualified physician or medical director; providing criteria for certification of a patient for medical marijuana treatment by a qualified physician; providing for certain patients registered with the medical marijuana use registry to be deemed qualified; requiring the Department of Health to monitor physician registration and certifications in the medical marijuana use registry; requiring the Board of Medicine and the Board of Osteopathic Medicine to create a physician certification pattern review panel; requiring rulemaking authority to the department and the boards; requiring the department to establish a medical marijuana use registry; specifying entities and persons who have access to the registry; providing requirements for registration of, and maintenance of registered status by, qualified patients and caregivers; providing criteria for nonresidents to prove residency for registration as a qualified patient; defining the term “seasonal resident”; authorizing the department to suspend or revoke the registration of a patient or caregiver under certain circumstances; providing requirements for the issuance of medical marijuana use registry identification cards; requiring the department to issue licenses to a certain number of medical marijuana treatment centers; providing for license renewal and revocation; providing conditions for change of ownership; providing for continuance of certain entities authorized to dispense low-THC cannabis, medical cannabis, and cannabis delivery devices; requiring a medical marijuana treatment center to comply with certain standards in the production and distribution of edibles; requiring the department to establish, maintain, and control a computer seed-to-sale marijuana tracking system; requiring background screening of owners, officers, board members, and managers of medical marijuana treatment centers; requiring the department to establish protocols and procedures for operation, conduct periodic inspections, and restrict location of medical marijuana treatment centers; providing a limit on county and municipal permit fees; authorizing counties and municipalities to determine the location of medical marijuana treatment centers by ordinance under certain conditions; providing penalties; authorizing the department to impose sanctions on persons or entities engaging in unlicensed activities; providing that a person is not exempt from prosecution for certain offenses and is not relieved from certain requirements of law under certain circumstances; providing for certain school personnel to possess marijuana pursuant to certain established policies and procedures; providing that

CODING: Words stricken are deletions; words underlined are additions.
certain research institutions may possess, test, transport, and dispose of marijuana subject to certain conditions; providing applicability; amending ss. 458.331 and 459.015, F.S.; providing additional acts by a physician or an osteopathic physician which constitute grounds for denial of a license or disciplinary action to which penalties apply; creating s. 381.988, F.S.; providing for the establishment of medical marijuana testing laboratories; requiring the Department of Health, in collaboration with the Department of Agriculture and Consumer Services and the Department of Environmental Protection, to develop certification standards and rules; providing limitations on the acquisition and distribution of marijuana by a testing laboratory; providing an exception for transfer of marijuana under certain conditions; requiring a testing laboratory to use a department-selected computer tracking system; providing grounds for disciplinary and administrative action; authorizing the department to refuse to issue or renew, or suspend or revoke, a testing laboratory license; creating s. 381.989, F.S.; defining terms; directing the department and the Department of Highway Safety and Motor Vehicles to institute public education campaigns relating to cannabis and marijuana and impaired driving; requiring evaluations of public education campaigns; authorizing the department and the Department of Highway Safety and Motor Vehicles to contract with vendors to implement and evaluate the campaigns; amending ss. 385.211, 499.0295, and 893.02, F.S.; conforming provisions to changes made by the act; creating s. 1004.4351, F.S.; providing a short title; providing legislative findings; defining terms; establishing the Coalition for Medical Marijuana Research and Education within the H. Lee Moffitt Cancer Center and Research Institute, Inc.; providing a purpose for the coalition; establishing the Medical Marijuana Research and Education Board to direct the operations of the coalition; providing for the appointment of board members; providing for terms of office, reimbursement for certain expenses, and meetings of the board; authorizing the board to appoint a coalition director; prescribing the duties of the coalition director; requiring the board to advise specified entities and officials regarding medical marijuana research and education in this state; requiring the board to annually adopt a Medical Marijuana Research and Education Plan; providing requirements for the plan; requiring the board to issue an annual report to the Governor and the Legislature by a specified date; requiring the Department of Health to submit reports to the board containing specified data; specifying responsibilities of the H. Lee Moffitt Cancer Center and Research Institute, Inc.; amending s. 1004.441, F.S.; revising definition; amending s. 1006.062, F.S.; requiring district school boards to adopt policies and procedures for access to medical marijuana by qualified patients who are students; providing emergency rulemaking authority; providing for venue for a cause of action against the department; providing for defense against certain causes of action; directing the Department of Law Enforcement to develop training for law enforcement officers and agencies; amending s. 385.212, F.S.; renaming the department’s Office of Compassionate Use; providing severability; providing a directive to the Division of Law
Revision and Information; providing appropriations; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Legislative intent.—It is the intent of the Legislature to implement s. 29, Article X of the State Constitution by creating a unified regulatory structure. If s. 29, Article X of the State Constitution is amended or a constitutional amendment related to cannabis or marijuana is adopted, this act shall expire 6 months after the effective date of such amendment.

Section 2. Present paragraph (l) of subsection (2) of section 212.08, Florida Statutes, is redesignated as paragraph (m), and a new paragraph (l) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(2) EXEMPTIONS; MEDICAL.—

(l) Marijuana and marijuana delivery devices, as defined in s. 381.986, are exempt from the taxes imposed under this chapter.

Section 3. Section 381.986, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 381.986, F.S., for present text.)

381.986 Medical use of marijuana.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Caregiver” means a resident of this state who has agreed to assist with a qualified patient’s medical use of marijuana, has a caregiver identification card, and meets the requirements of subsection (6).

(b) “Chronic nonmalignant pain” means pain that is caused by a qualifying medical condition or that originates from a qualifying medical condition and persists beyond the usual course of that qualifying medical condition.

(c) “Close relative” means a spouse, parent, sibling, grandparent, child, or grandchild, whether related by whole or half blood, by marriage, or by adoption.

(d) “Edibles” means commercially produced food items made with marijuana oil, but no other form of marijuana, that are produced and dispensed by a medical marijuana treatment center.

CODING: Words stricken are deletions; words underlined are additions.
(e) “Low-THC cannabis” means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed from a medical marijuana treatment center.

(f) “Marijuana” means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(g) “Marijuana delivery device” means an object used, intended for use, or designed for use in preparing, storing, ingesting, inhaling, or otherwise introducing marijuana into the human body, and which is dispensed from a medical marijuana treatment center for medical use by a qualified patient.

(h) “Marijuana testing laboratory” means a facility that collects and analyzes marijuana samples from a medical marijuana treatment center and has been certified by the department pursuant to s. 381.988.

(i) “Medical director” means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or osteopathic physician under chapter 459 and is in compliance with the requirements of paragraph (3)(c).

(j) “Medical use” means the acquisition, possession, use, delivery, transfer, or administration of marijuana authorized by a physician certification. The term does not include:

1. Possession, use, or administration of marijuana that was not purchased or acquired from a medical marijuana treatment center.

2. Possession, use, or administration of marijuana in a form for smoking, in the form of commercially produced food items other than edibles, or of marijuana seeds or flower, except for flower in a sealed, tamper-proof receptacle for vaping.

3. Use or administration of any form or amount of marijuana in a manner that is inconsistent with the qualified physician’s directions or physician certification.

4. Transfer of marijuana to a person other than the qualified patient for whom it was authorized or the qualified patient’s caregiver on behalf of the qualified patient.

5. Use or administration of marijuana in the following locations:

   a. On any form of public transportation, except for low-THC cannabis.
b. In any public place, except for low-THC cannabis.

c. In a qualified patient’s place of employment, except when permitted by his or her employer.

d. In a state correctional institution, as defined in s. 944.02, or a correctional institution, as defined in s. 944.241.

e. On the grounds of a preschool, primary school, or secondary school, except as provided in s. 1006.062.

f. In a school bus, a vehicle, an aircraft, or a motorboat, except for low-THC cannabis.

(k) “Physician certification” means a qualified physician’s authorization for a qualified patient to receive marijuana and a marijuana delivery device from a medical marijuana treatment center.

(l) “Qualified patient” means a resident of this state who has been added to the medical marijuana use registry by a qualified physician to receive marijuana or a marijuana delivery device for a medical use and who has a qualified patient identification card.

(m) “Qualified physician” means a person who holds an active, unrestricted license as an allopathic physician under chapter 458 or as an osteopathic physician under chapter 459 and is in compliance with the physician education requirements of subsection (3).

(n) “Smoking” means burning or igniting a substance and inhaling the smoke.

(o) “Terminal condition” means a progressive disease or medical or surgical condition that causes significant functional impairment, is not considered by a treating physician to be reversible without the administration of life-sustaining procedures, and will result in death within 1 year after diagnosis if the condition runs its normal course.

(2) QUALIFYING MEDICAL CONDITIONS.—A patient must be diagnosed with at least one of the following conditions to qualify to receive marijuana or a marijuana delivery device:

(a) Cancer.

(b) Epilepsy.

(c) Glaucoma.

(d) Positive status for human immunodeficiency virus.

(e) Acquired immune deficiency syndrome.

(f) Post-traumatic stress disorder.
(g) Amyotrophic lateral sclerosis.

(h) Crohn’s disease.

(i) Parkinson’s disease.

(j) Multiple sclerosis.

(k) Medical conditions of the same kind or class as or comparable to those enumerated in paragraphs (a)-(j).

(l) A terminal condition diagnosed by a physician other than the qualified physician issuing the physician certification.

(m) Chronic nonmalignant pain.

3 QUALIFIED PHYSICIANS AND MEDICAL DIRECTORS.—

(a) Before being approved as a qualified physician, as defined in paragraph (1)(m), and before each license renewal, a physician must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed $500. A physician who has met the physician education requirements of former s. 381.986(4), Florida Statutes 2016, before the effective date of this section, shall be deemed to be in compliance with this paragraph from the effective date of this act until 90 days after the course and examination required by this paragraph become available.

(b) A qualified physician may not be employed by, or have any direct or indirect economic interest in, a medical marijuana treatment center or marijuana testing laboratory.

(c) Before being employed as a medical director, as defined in paragraph (1)(i), and before each license renewal, a medical director must successfully complete a 2-hour course and subsequent examination offered by the Florida Medical Association or the Florida Osteopathic Medical Association which encompass the requirements of this section and any rules adopted hereunder. The course and examination shall be administered at least annually and may be offered in a distance learning format, including an electronic, online format that is available upon request. The price of the course may not exceed $500.

4 PHYSICIAN CERTIFICATION.—

(a) A qualified physician may issue a physician certification only if the qualified physician:
1. Conducted a physical examination while physically present in the same room as the patient and a full assessment of the medical history of the patient.

2. Diagnosed the patient with at least one qualifying medical condition.

3. Determined that the medical use of marijuana would likely outweigh the potential health risks for the patient, and such determination must be documented in the patient’s medical record. If a patient is younger than 18 years of age, a second physician must concur with this determination, and such concurrence must be documented in the patient’s medical record.

4. Determined whether the patient is pregnant and documented such determination in the patient’s medical record. A physician may not issue a physician certification, except for low-THC cannabis, to a patient who is pregnant.

5. Reviewed the patient’s controlled drug prescription history in the prescription drug monitoring program database established pursuant to s. 893.055.

6. Reviews the medical marijuana use registry and confirmed that the patient does not have an active physician certification from another qualified physician.

7. Registers as the issuer of the physician certification for the named qualified patient on the medical marijuana use registry in an electronic manner determined by the department, and:
   a. Enters into the registry the contents of the physician certification, including the patient’s qualifying condition and the dosage not to exceed the daily dose amount determined by the department, the amount and forms of marijuana authorized for the patient, and any types of marijuana delivery devices needed by the patient for the medical use of marijuana.
   b. Updates the registry within 7 days after any change is made to the original physician certification to reflect such change.
   c. Deactivates the registration of the qualified patient and the patient’s caregiver when the physician no longer recommends the medical use of marijuana for the patient.

8. Obtains the voluntary and informed written consent of the patient for medical use of marijuana each time the qualified physician issues a physician certification for the patient, which shall be maintained in the patient’s medical record. The patient, or the patient’s parent or legal guardian if the patient is a minor, must sign the informed consent acknowledging that the qualified physician has sufficiently explained its content. The qualified physician must use a standardized informed consent form adopted in rule by the Board of Medicine and the Board of Osteopathic Medicine, which must include, at a minimum, information related to:

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b. The approval and oversight status of marijuana by the Food and Drug Administration.

c. The current state of research on the efficacy of marijuana to treat the qualifying conditions set forth in this section.

d. The potential for addiction.

e. The potential effect that marijuana may have on a patient’s coordination, motor skills, and cognition, including a warning against operating heavy machinery, operating a motor vehicle, or engaging in activities that require a person to be alert or respond quickly.

f. The potential side effects of marijuana use.

g. The risks, benefits, and drug interactions of marijuana.

h. That the patient’s de-identified health information contained in the physician certification and medical marijuana use registry may be used for research purposes.

(b) If a qualified physician issues a physician certification for a qualified patient diagnosed with a qualifying medical condition pursuant to paragraph (2)(k), the physician must submit the following to the applicable board within 14 days after issuing the physician certification:

1. Documentation supporting the qualified physician’s opinion that the medical condition is of the same kind or class as the conditions in paragraphs (2)(a)-(j).

2. Documentation that establishes the efficacy of marijuana as treatment for the condition.

3. Documentation supporting the qualified physician’s opinion that the benefits of medical use of marijuana would likely outweigh the potential health risks for the patient.

4. Any other documentation as required by board rule.

The department must submit such documentation to the Coalition for Medical Marijuana Research and Education established pursuant to s. 1004.4351.

(c) A qualified physician may not issue a physician certification for more than three 70-day supply limits of marijuana. The department shall quantify by rule a daily dose amount with equivalent dose amounts for each allowable form of marijuana dispensed by a medical marijuana treatment center. The department shall use the daily dose amount to calculate a 70-day supply.
1. A qualified physician may request an exception to the daily dose amount limit. The request shall be made electronically on a form adopted by the department in rule and must include, at a minimum:

   a. The qualified patient’s qualifying medical condition.

   b. The dosage and route of administration that was insufficient to provide relief to the qualified patient.

   c. A description of how the patient will benefit from an increased amount.

   d. The minimum daily dose amount of marijuana that would be sufficient for the treatment of the qualified patient’s qualifying medical condition.

2. A qualified physician must provide the qualified patient’s records upon the request of the department.

3. The department shall approve or disapprove the request within 14 days after receipt of the complete documentation required by this paragraph. The request shall be deemed approved if the department fails to act within this time period.

   (d) A qualified physician must evaluate an existing qualified patient at least once every 30 weeks before issuing a new physician certification. A physician must:

   1. Determine if the patient still meets the requirements to be issued a physician certification under paragraph (a).

   2. Identify and document in the qualified patient’s medical records whether the qualified patient experienced either of the following related to the medical use of marijuana:

      a. An adverse drug interaction with any prescription or nonprescription medication; or

      b. A reduction in the use of, or dependence on, other types of controlled substances as defined in s. 893.02.

   3. Submit a report with the findings required pursuant to subparagraph 2. to the department. The department shall submit such reports to the Coalition for Medical Marijuana Research and Education established pursuant to s. 1004.4351.

   (e) An active order for low-THC cannabis or medical cannabis issued pursuant to former s. 381.986, Florida Statutes 2016, and registered with the compassionate use registry before the effective date of this section, is deemed a physician certification, and all patients possessing such orders are deemed qualified patients until the department begins issuing medical marijuana use registry identification cards.
(f) The department shall monitor physician registration in the medical marijuana use registry and the issuance of physician certifications for practices that could facilitate unlawful diversion or misuse of marijuana or a marijuana delivery device and shall take disciplinary action as appropriate.

(g) The Board of Medicine and the Board of Osteopathic Medicine shall jointly create a physician certification pattern review panel that shall review all physician certifications submitted to the medical marijuana use registry. The panel shall track and report the number of physician certifications and the qualifying medical conditions, dosage, supply amount, and form of marijuana certified. The panel shall report the data both by individual qualified physician and in the aggregate, by county, and statewide. The physician certification pattern review panel shall, beginning January 1, 2018, submit an annual report of its findings and recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

(h) The department, the Board of Medicine, and the Board of Osteopathic Medicine may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(5) MEDICAL MARIJUANA USE REGISTRY.—

(a) The department shall create and maintain a secure, electronic, and online medical marijuana use registry for physicians, patients, and caregivers as provided under this section. The medical marijuana use registry must be accessible to law enforcement agencies, qualified physicians, and medical marijuana treatment centers to verify the authorization of a qualified patient or a caregiver to possess marijuana or a marijuana delivery device and record the marijuana or marijuana delivery device dispensed. The medical marijuana use registry must also be accessible to practitioners licensed to prescribe prescription drugs to ensure proper care for patients before medications that may interact with the medical use of marijuana are prescribed. The medical marijuana use registry must prevent an active registration of a qualified patient by multiple physicians.

(b) The department shall determine whether an individual is a resident of this state for the purpose of registration of qualified patients and caregivers in the medical marijuana use registry. To prove residency:

1. An adult resident must provide the department with a copy of his or her valid Florida driver license issued under s. 322.18 or a copy of a valid Florida identification card issued under s. 322.051.

2. An adult seasonal resident who cannot meet the requirements of subparagraph 1. may provide the department with a copy of two of the following that show proof of residential address:

   a. A deed, mortgage, monthly mortgage statement, mortgage payment booklet or residential rental or lease agreement.
b. A proof of residential address from the seasonal resident’s parent, step-parent, legal guardian or other person with whom the seasonal resident resides and a statement from the person with whom the seasonal resident resides stating that the seasonal resident does reside with him or her.

c. A utility hookup or work order dated within 60 days before registration in the medical use registry.

d. A utility bill, not more than 2 months old.

e. Mail from a financial institution, including checking, savings, or investment account statements, not more than 2 months old.

f. Mail from a federal, state, county, or municipal government agency, not more than 2 months old.

g. Any other documentation that provides proof of residential address as determined by department rule.

3. A minor must provide the department with a certified copy of a birth certificate or a current record of registration from a Florida K-12 school and must have a parent or legal guardian who meets the requirements of subparagraph 1.

For the purposes of this paragraph, the term “seasonal resident” means any person who temporarily resides in this state for a period of at least 31 consecutive days in each calendar year, maintains a temporary residence in this state, returns to the state or jurisdiction of his or her residence at least one time during each calendar year, and is registered to vote or pays income tax in another state or jurisdiction.

(c) The department may suspend or revoke the registration of a qualified patient or caregiver if the qualified patient or caregiver:

1. Provides misleading, incorrect, false, or fraudulent information to the department;

2. Obtains a supply of marijuana in an amount greater than the amount authorized by the physician certification;

3. Falsifies, alters, or otherwise modifies an identification card;

4. Fails to timely notify the department of any changes to his or her qualified patient status; or

5. Violates the requirements of this section or any rule adopted under this section.

(d) The department shall immediately suspend the registration of a qualified patient charged with a violation of chapter 893 until final disposition of any alleged offense. Thereafter, the department may extend the suspension, revoke the registration, or reinstate the registration.
(e) The department shall immediately suspend the registration of any caregiver charged with a violation of chapter 893 until final disposition of any alleged offense. The department shall revoke a caregiver registration if the caregiver does not meet the requirements of subparagraph (6)(b)6.

(f) The department may revoke the registration of a qualified patient or caregiver who cultivates marijuana or who acquires, possesses, or delivers marijuana from any person or entity other than a medical marijuana treatment center.

(g) The department shall revoke the registration of a qualified patient, and the patient’s associated caregiver, upon notification that the patient no longer meets the criteria of a qualified patient.

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(6) CAREGIVERS.—

(a) The department must register an individual as a caregiver on the medical marijuana use registry and issue a caregiver identification card if an individual designated by a qualified patient meets all of the requirements of this subsection and department rule.

(b) A caregiver must:

1. Not be a qualified physician and not be employed by or have an economic interest in a medical marijuana treatment center or a marijuana testing laboratory.

2. Be 21 years of age or older and a resident of this state.

3. Agree in writing to assist with the qualified patient’s medical use of marijuana.

4. Be registered in the medical marijuana use registry as a caregiver for no more than one qualified patient, except as provided in this paragraph.

5. Successfully complete a caregiver certification course developed and administered by the department or its designee, which must be renewed biennially. The price of the course may not exceed $100.

6. Pass a background screening pursuant to subsection (9), unless the patient is a close relative of the caregiver.

(c) A qualified patient may designate no more than one caregiver to assist with the qualified patient’s medical use of marijuana, unless:

1. The qualified patient is a minor and the designated caregivers are parents or legal guardians of the qualified patient;

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2. The qualified patient is an adult who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision and the designated caregivers are the parents or legal guardians of the qualified patient; or

3. The qualified patient is admitted to a hospice program.

(d) A caregiver may be registered in the medical marijuana use registry as a designated caregiver for no more than one qualified patient, unless:

1. The caregiver is a parent or legal guardian of more than one minor who is a qualified patient;

2. The caregiver is a parent or legal guardian of more than one adult who is a qualified patient and who has an intellectual or developmental disability that prevents the patient from being able to protect or care for himself or herself without assistance or supervision; or

3. All qualified patients the caregiver has agreed to assist are admitted to a hospice program and have requested the assistance of that caregiver with the medical use of marijuana; the caregiver is an employee of the hospice; and the caregiver provides personal care or other services directly to clients of the hospice in the scope of that employment.

(e) A caregiver may not receive compensation, other than actual expenses incurred, for any services provided to the qualified patient.

(f) If a qualified patient is younger than 18 years of age, only a caregiver may purchase or administer marijuana for medical use by the qualified patient. The qualified patient may not purchase marijuana.

(g) A caregiver must be in immediate possession of his or her medical marijuana use registry identification card at all times when in possession of marijuana or a marijuana delivery device and must present his or her medical marijuana use registry identification card upon the request of a law enforcement officer.

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(7) IDENTIFICATION CARDS.—

(a) The department shall issue medical marijuana use registry identification cards for qualified patients and caregivers who are residents of this state, which must be renewed annually. The identification cards must be resistant to counterfeiting and tampering and must include, at a minimum, the following:

1. The name, address, and date of birth of the qualified patient or caregiver.

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2. A full-face, passport-type, color photograph of the qualified patient or caregiver taken within the 90 days immediately preceding registration or the Florida driver license or Florida identification card photograph of the qualified patient or caregiver obtained directly from the Department of Highway Safety and Motor Vehicles.

3. Identification as a qualified patient or a caregiver.

4. The unique numeric identifier used for the qualified patient in the medical marijuana use registry.

5. For a caregiver, the name and unique numeric identifier of the caregiver and the qualified patient or patients that the caregiver is assisting.

6. The expiration date of the identification card.

(b) The department must receive written consent from a qualified patient’s parent or legal guardian before it may issue an identification card to a qualified patient who is a minor.

(c) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing procedures for the issuance, renewal, suspension, replacement, surrender, and revocation of medical marijuana use registry identification cards pursuant to this section and shall begin issuing qualified patient identification cards by October 3, 2017.

(d) Applications for identification cards must be submitted on a form prescribed by the department. The department may charge a reasonable fee associated with the issuance, replacement, and renewal of identification cards. The department shall allocate $10 of the identification card fee to the Division of Research at Florida Agricultural and Mechanical University for the purpose of educating minorities about marijuana for medical use and the impact of the unlawful use of marijuana on minority communities. The department shall contract with a third-party vendor to issue identification cards. The vendor selected by the department must have experience performing similar functions for other state agencies.

(e) A qualified patient or caregiver shall return his or her identification card to the department within 5 business days after revocation.

8 MEDICAL MARIJUANA TREATMENT CENTERS.—

(a) The department shall license medical marijuana treatment centers to ensure reasonable statewide accessibility and availability as necessary for qualified patients registered in the medical marijuana use registry and who are issued a physician certification under this section.

1. As soon as practicable, but no later than July 3, 2017, the department shall license as a medical marijuana treatment center any entity that holds an active, unrestricted license to cultivate, process, transport, and dispense low-THC cannabis, medical cannabis, and cannabis delivery devices, under
former s. 381.986, Florida Statutes 2016, before July 1, 2017, and which meets the requirements of this section. In addition to the authority granted under this section, these entities are authorized to dispense low-THC cannabis, medical cannabis, and cannabis delivery devices ordered pursuant to former s. 381.986, Florida Statutes 2016, which were entered into the compassionate use registry before July 1, 2017, and are authorized to begin dispensing marijuana under this section on July 3, 2017. The department may grant variances from the representations made in such an entity’s original application for approval under former s. 381.986, Florida Statutes 2014, pursuant to paragraph (e).

2. The department shall license as medical marijuana treatment centers 10 applicants that meet the requirements of this section, under the following parameters:

   a. As soon as practicable, but no later than August 1, 2017, the department shall license any applicant whose application was reviewed, evaluated, and scored by the department and which was denied a dispensing organization license by the department under former s. 381.986, Florida Statutes 2014; which had one or more administrative or judicial challenges pending as of January 1, 2017, or had a final ranking within one point of the highest final ranking in its region under former s. 381.986, Florida Statutes 2014; which meets the requirements of this section; and which provides documentation to the department that it has the existing infrastructure and technical and technological ability to begin cultivating marijuana within 30 days after registration as a medical marijuana treatment center.

   b. As soon as practicable, but no later than October 3, 2017, the department shall license one applicant that is a recognized class member of Pigford v. Glickman, 185 F.R.D. 82 (D.D.C. 1999), or In Re Black Farmers Litig., 856 F. Supp. 2d 1 (D.D.C. 2011) and is a member of the Black Farmers and Agriculturalists Association-Florida Chapter. An applicant licensed under this sub-subparagraph is exempt from the requirements of subparagraphs (b)1. and (b)2.

   c. As soon as practicable, but no later than October 3, 2017, the department shall license applicants that meet the requirements of this section in sufficient numbers to result in 10 total licenses issued under this subparagraph, while accounting for the number of licenses issued under subparagraphs a. and b.

3. For up to two of the licenses issued under subparagraph 2., the department shall give preference to applicants that demonstrate in their applications that they own one or more facilities that are, or were, used for the canning, concentrating, or otherwise processing of citrus fruit or citrus molasses and will use or convert the facility or facilities for the processing of marijuana.

4. Within 6 months after the registration of 100,000 active qualified patients in the medical marijuana use registry, the department shall license
four additional medical marijuana treatment centers that meet the requirements of this section. Thereafter, the department shall license four medical marijuana treatment centers within 6 months after the registration of each additional 100,000 active qualified patients in the medical marijuana use registry that meet the requirements of this section.

5. Dispensing facilities are subject to the following requirements:

   a. A medical marijuana treatment center may not establish or operate more than a statewide maximum of 25 dispensing facilities, unless the medical marijuana use registry reaches a total of 100,000 active registered qualified patients. When the medical marijuana use registry reaches 100,000 active registered qualified patients, and then upon each further instance of the total active registered qualified patients increasing by 100,000, the statewide maximum number of dispensing facilities that each licensed medical marijuana treatment center may establish and operate increases by five.

   b. A medical marijuana treatment center may not establish more than the maximum number of dispensing facilities allowed in each of the Northwest, Northeast, Central, Southwest, and Southeast Regions. The department shall determine a medical marijuana treatment center's maximum number of dispensing facilities allowed in each region by calculating the percentage of the total statewide population contained within that region and multiplying that percentage by the medical marijuana treatment center's statewide maximum number of dispensing facilities established under sub-subparagraph a., rounded to the nearest whole number. The department shall ensure that such rounding does not cause a medical marijuana treatment center's total number of statewide dispensing facilities to exceed its statewide maximum. The department shall initially calculate the maximum number of dispensing facilities allowed in each region for each medical marijuana treatment center using county population estimates from the Florida Estimates of Population 2016, as published by the Office of Economic and Demographic Research, and shall perform recalculations following the official release of county population data resulting from each United States Decennial Census. For the purposes of this subparagraph:


      (III) The Central Region consists of Brevard, Citrus, Hardee, Hernando, Indian River, Lake, Orange, Osceola, Pasco, Pinellas, Polk, Seminole, St. Lucie, Sumter, and Volusia Counties.
(IV) The Southwest Region consists of Charlotte, Collier, DeSoto, Glades, Hendry, Highlands, Hillsborough, Lee, Manatee, Okeechobee, and Sarasota Counties.

(V) The Southeast Region consists of Broward, Miami-Dade, Martin, Monroe, and Palm Beach Counties.

c. If a medical marijuana treatment center establishes a number of dispensing facilities within a region that is less than the number allowed for that region under sub-subparagraph b., the medical marijuana treatment center may sell one or more of its unused dispensing facility slots to other licensed medical marijuana treatment centers. For each dispensing facility slot that a medical marijuana treatment center’s statewide maximum number of dispensing facilities, as determined under sub-subparagraph a., is reduced by one. The statewide maximum number of dispensing facilities for a medical marijuana treatment center that purchases an unused dispensing facility slot is increased by one per slot purchased. Additionally, the sale of a dispensing facility slot shall reduce the seller’s regional maximum and increase the purchaser's regional maximum number of dispensing facilities, as determined in sub-subparagraph b., by one for that region. For any slot purchased under this sub-subparagraph, the regional restriction applied to that slot’s location under sub-subparagraph b. before the purchase shall remain in effect following the purchase. A medical marijuana treatment center that sells or purchases a dispensing facility slot must notify the department within 3 days of sale.

d. This subparagraph shall expire on April 1, 2020.

If this subparagraph or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end, the provisions of this subparagraph are severable.

(b) An applicant for licensure as a medical marijuana treatment center shall apply to the department on a form prescribed by the department and adopted in rule. The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for the issuance and biennial renewal of licenses, including initial application and biennial renewal fees sufficient to cover the costs of implementing and administering this section, and establishing supplemental licensure fees for payment beginning May 1, 2018, sufficient to cover the costs of administering ss. 381.989 and 1004.4351. The department shall identify applicants with strong diversity plans reflecting this state’s commitment to diversity and implement training programs and other educational programs to enable minority persons and minority business enterprises, as defined in s. 288.703, and veteran business enterprises, as defined in s. 295.187, to compete for medical marijuana treatment center licensure and contracts. Subject to the requirements in subparagraphs (a)2.-4., the department shall issue a license to an applicant if the applicant meets the requirements of this section and pays the initial...
application fee. The department shall renew the licensure of a medical marijuana treatment center biennially if the licensee meets the requirements of this section and pays the biennial renewal fee. An individual may not be an applicant, owner, officer, board member, or manager on more than one application for licensure as a medical marijuana treatment center. An individual or entity may not be awarded more than one license as a medical marijuana treatment center. An applicant for licensure as a medical marijuana treatment center must demonstrate:

1. That, for the 5 consecutive years before submitting the application, the applicant has been registered to do business in the state.

2. Possession of a valid certificate of registration issued by the Department of Agriculture and Consumer Services pursuant to s. 581.131.

3. The technical and technological ability to cultivate and produce marijuana, including, but not limited to, low-THC cannabis.

4. The ability to secure the premises, resources, and personnel necessary to operate as a medical marijuana treatment center.

5. The ability to maintain accountability of all raw materials, finished products, and any byproducts to prevent diversion or unlawful access to or possession of these substances.

6. An infrastructure reasonably located to dispense marijuana to registered qualified patients statewide or regionally as determined by the department.

7. The financial ability to maintain operations for the duration of the 2-year approval cycle, including the provision of certified financial statements to the department.

   a. Upon approval, the applicant must post a $5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service. However, a medical marijuana treatment center serving at least 1,000 qualified patients is only required to maintain a $2 million performance bond.

   b. In lieu of the performance bond required under sub-subparagraph a., the applicant may provide an irrevocable letter of credit payable to the department or provide cash to the department. If provided with cash under this sub-subparagraph, the department shall deposit the cash in the Grants and Donations Trust Fund within the Department of Health, subject to the same conditions as the bond regarding requirements for the applicant to forfeit ownership of the funds. If the funds deposited under this sub-subparagraph generate interest, the amount of that interest shall be used by the department for the administration of this section.

8. That all owners, officers, board members, and managers have passed a background screening pursuant to subsection (9).
9. The employment of a medical director to supervise the activities of the medical marijuana treatment center.

10. A diversity plan that promotes and ensures the involvement of minority persons and minority business enterprises, as defined in s. 288.703, or veteran business enterprises, as defined in s. 295.187, in ownership, management, and employment. An applicant for licensure renewal must show the effectiveness of the diversity plan by including the following with his or her application for renewal:

a. Representation of minority persons and veterans in the medical marijuana treatment center’s workforce;

b. Efforts to recruit minority persons and veterans for employment; and

c. A record of contracts for services with minority business enterprises and veteran business enterprises.

(c) A medical marijuana treatment center may not make a wholesale purchase of marijuana from, or a distribution of marijuana to, another medical marijuana treatment center, unless the medical marijuana treatment center seeking to make a wholesale purchase of marijuana submits proof of harvest failure to the department.

(d) The department shall establish, maintain, and control a computer software tracking system that traces marijuana from seed to sale and allows real-time, 24-hour access by the department to data from all medical marijuana treatment centers and marijuana testing laboratories. The tracking system must allow for integration of other seed-to-sale systems and, at a minimum, include notification of when marijuana seeds are planted, when marijuana plants are harvested and destroyed, and when marijuana is transported, sold, stolen, diverted, or lost. Each medical marijuana treatment center shall use the seed-to-sale tracking system established by the department or integrate its own seed-to-sale tracking system with the seed-to-sale tracking system established by the department. Each medical marijuana treatment center may use its own seed-to-sale system until the department establishes a seed-to-sale tracking system. The department may contract with a vendor to establish the seed-to-sale tracking system. The vendor selected by the department may not have a contractual relationship with the department to perform any services pursuant to this section other than the seed-to-sale tracking system. The vendor may not have a direct or indirect financial interest in a medical marijuana treatment center or a marijuana testing laboratory.

(e) A licensed medical marijuana treatment center shall cultivate, process, transport, and dispense marijuana for medical use. A licensed medical marijuana treatment center may not contract for services directly related to the cultivation, processing, and dispensing of marijuana or marijuana delivery devices, except that a medical marijuana treatment center licensed pursuant to subparagraph (a)1. may contract with a single
entity for the cultivation, processing, transporting, and dispensing of marijuana and marijuana delivery devices. A licensed medical marijuana treatment center must, at all times, maintain compliance with the criteria demonstrated and representations made in the initial application and the criteria established in this subsection. Upon request, the department may grant a medical marijuana treatment center a variance from the representations made in the initial application. Consideration of such a request shall be based upon the individual facts and circumstances surrounding the request. A variance may not be granted unless the requesting medical marijuana treatment center can demonstrate to the department that it has a proposed alternative to the specific representation made in its application which fulfills the same or a similar purpose as the specific representation in a way that the department can reasonably determine will not be a lower standard than the specific representation in the application. A variance may not be granted from the requirements in subparagraph 2. and subparagraphs (b)1. and 2.

1. A licensed medical marijuana treatment center may transfer ownership to an individual or entity who meets the requirements of this section. A publicly traded corporation or publicly traded company that meets the requirements of this section is not precluded from ownership of a medical marijuana treatment center. To accommodate a change in ownership:

   a. The licensed medical marijuana treatment center shall notify the department in writing at least 60 days before the anticipated date of the change of ownership.

   b. The individual or entity applying for initial licensure due to a change of ownership must submit an application that must be received by the department at least 60 days before the date of change of ownership.

   c. Upon receipt of an application for a license, the department shall examine the application and, within 30 days after receipt, notify the applicant in writing of any apparent errors or omissions and request any additional information required.

   d. Requested information omitted from an application for licensure must be filed with the department within 21 days after the department’s request for omitted information or the application shall be deemed incomplete and shall be withdrawn from further consideration and the fees shall be forfeited.

Within 30 days after the receipt of a complete application, the department shall approve or deny the application.

2. A medical marijuana treatment center, and any individual or entity who directly or indirectly owns, controls, or holds with power to vote 5 percent or more of the voting shares of a medical marijuana treatment center, may not acquire direct or indirect ownership or control of any voting

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shares or other form of ownership of any other medical marijuana treatment center.

3. A medical marijuana treatment center may not enter into any form of profit-sharing arrangement with the property owner or lessor of any of its facilities where cultivation, processing, storing, or dispensing of marijuana and marijuana delivery devices occurs.

4. All employees of a medical marijuana treatment center must be 21 years of age or older and have passed a background screening pursuant to subsection (9).

5. Each medical marijuana treatment center must adopt and enforce policies and procedures to ensure employees and volunteers receive training on the legal requirements to dispense marijuana to qualified patients.

6. When growing marijuana, a medical marijuana treatment center:
   a. May use pesticides determined by the department, after consultation with the Department of Agriculture and Consumer Services, to be safely applied to plants intended for human consumption, but may not use pesticides designated as restricted-use pesticides pursuant to s. 487.042.
   b. Must grow marijuana within an enclosed structure and in a room separate from any other plant.
   c. Must inspect seeds and growing plants for plant pests that endanger or threaten the horticultural and agricultural interests of the state in accordance with chapter 581 and any rules adopted thereunder.
   d. Must perform fumigation or treatment of plants, or remove and destroy infested or infected plants, in accordance with chapter 581 and any rules adopted thereunder.

7. Each medical marijuana treatment center must produce and make available for purchase at least one low-THC cannabis product.

8. A medical marijuana treatment center that produces edibles must hold a permit to operate as a food establishment pursuant to chapter 500, the Florida Food Safety Act, and must comply with all the requirements for food establishments pursuant to chapter 500 and any rules adopted thereunder. Edibles may not contain more than 200 milligrams of tetrahydrocannabinol and a single serving portion of an edible may not exceed 10 milligrams of tetrahydrocannabinol. Edibles may have a potency variance of no greater than 15 percent. Edibles may not be attractive to children; be manufactured in the shape of humans, cartoons, or animals; be manufactured in a form that bears any reasonable resemblance to products available for consumption as commercially available candy; or contain any color additives. To discourage consumption of edibles by children, the department shall determine by rule any shapes, forms, and ingredients allowed and prohibited for edibles. Medical marijuana treatment centers may not begin processing

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or dispensing edibles until after the effective date of the rule. The department shall also adopt sanitation rules providing the standards and requirements for the storage, display, or dispensing of edibles.

9. Within 12 months after licensure, a medical marijuana treatment center must demonstrate to the department that all of its processing facilities have passed a Food Safety Good Manufacturing Practices, such as Global Food Safety Initiative or equivalent, inspection by a nationally accredited certifying body. A medical marijuana treatment center must immediately stop processing at any facility which fails to pass this inspection until it demonstrates to the department that such facility has met this requirement.

10. When processing marijuana, a medical marijuana treatment center must:

a. Process the marijuana within an enclosed structure and in a room separate from other plants or products.

b. Comply with department rules when processing marijuana with hydrocarbon solvents or other solvents or gases exhibiting potential toxicity to humans. The department shall determine by rule the requirements for medical marijuana treatment centers to use such solvents or gases exhibiting potential toxicity to humans.

c. Comply with federal and state laws and regulations and department rules for solid and liquid wastes. The department shall determine by rule procedures for the storage, handling, transportation, management, and disposal of solid and liquid waste generated during marijuana production and processing. The Department of Environmental Protection shall assist the department in developing such rules.

d. Test the processed marijuana using a medical marijuana testing laboratory before it is dispensed. Results must be verified and signed by two medical marijuana treatment center employees. Before dispensing, the medical marijuana treatment center must determine that the test results indicate that low-THC cannabis meets the definition of low-THC cannabis, the concentration of tetrahydrocannabinol meets the potency requirements of this section, the labeling of the concentration of tetrahydrocannabinol and cannabidiol is accurate, and all marijuana is safe for human consumption and free from contaminants that are unsafe for human consumption. The department shall determine by rule which contaminants must be tested for and the maximum levels of each contaminant which are safe for human consumption. The Department of Agriculture and Consumer Services shall assist the department in developing the testing requirements for contaminants that are unsafe for human consumption in edibles. The department shall also determine by rule the procedures for the treatment of marijuana that fails to meet the testing requirements of this section, s. 381.988, or department rule. The department may select a random sample from edibles available for purchase in a dispensing facility which shall be tested by the
department to determine that the edible meets the potency requirements of this section, is safe for human consumption, and the labeling of the tetrahydrocannabinol and cannabidiol concentration is accurate. A medical marijuana treatment center may not require payment from the department for the sample. A medical marijuana treatment center must recall edibles, including all edibles made from the same batch of marijuana, which fail to meet the potency requirements of this section, which are unsafe for human consumption, or for which the labeling of the tetrahydrocannabinol and cannabidiol concentration is inaccurate. The medical marijuana treatment center must retain records of all testing and samples of each homogenous batch of marijuana for at least 9 months. The medical marijuana treatment center must contract with a marijuana testing laboratory to perform audits on the medical marijuana treatment center’s standard operating procedures, testing records, and samples and provide the results to the department to confirm that the marijuana or low-THC cannabis meets the requirements of this section and that the marijuana or low-THC cannabis is safe for human consumption. A medical marijuana treatment center shall reserve two processed samples from each batch and retain such samples for at least 9 months for the purpose of such audits. A medical marijuana treatment center may use a laboratory that has not been certified by the department under s. 381.988 until such time as at least one laboratory holds the required certification, but in no event later than July 1, 2018.


f. Package the marijuana in a receptacle that has a firmly affixed and legible label stating the following information:

(I) The marijuana or low-THC cannabis meets the requirements of sub-subparagraph d.

(II) The name of the medical marijuana treatment center from which the marijuana originates.

(III) The batch number and harvest number from which the marijuana originates and the date dispensed.

(IV) The name of the physician who issued the physician certification.

(V) The name of the patient.

(VI) The product name, if applicable, and dosage form, including concentration of tetrahydrocannabinol and cannabidiol. The product name may not contain wording commonly associated with products marketed by or to children.

(VII) The recommended dose.

(VIII) A warning that it is illegal to transfer medical marijuana to another person.
(IX) A marijuana universal symbol developed by the department.

11. The medical marijuana treatment center shall include in each package a patient package insert with information on the specific product dispensed related to:

a. Clinical pharmacology.
b. Indications and use.
c. Dosage and administration.
d. Dosage forms and strengths.
e. Contraindications.
f. Warnings and precautions.
g. Adverse reactions.

12. Each edible shall be individually sealed in plain, opaque wrapping marked only with the marijuana universal symbol. Where practical, each edible shall be marked with the marijuana universal symbol. In addition to the packaging and labeling requirements in subparagraphs 10. and 11., edible receptacles must be plain, opaque, and white without depictions of the product or images other than the medical marijuana treatment center’s department-approved logo and the marijuana universal symbol. The receptacle must also include a list all of the edible’s ingredients, storage instructions, an expiration date, a legible and prominent warning to keep away from children and pets, and a warning that the edible has not been produced or inspected pursuant to federal food safety laws.

13. When dispensing marijuana or a marijuana delivery device, a medical marijuana treatment center:

a. May dispense any active, valid order for low-THC cannabis, medical cannabis and cannabis delivery devices issued pursuant to former s. 381.986, Florida Statutes 2016, which was entered into the medical marijuana use registry before July 1, 2017.

b. May not dispense more than a 70-day supply of marijuana to a qualified patient or caregiver.

c. Must have the medical marijuana treatment center’s employee who dispenses the marijuana or a marijuana delivery device enter into the medical marijuana use registry his or her name or unique employee identifier.

d. Must verify that the qualified patient and the caregiver, if applicable, each has an active registration in the medical marijuana use registry and an active and valid medical marijuana use registry identification card, the amount and type of marijuana dispensed matches the physician certification.
in the medical marijuana use registry for that qualified patient, and the
physician certification has not already been filled.

e. May not dispense marijuana to a qualified patient who is younger than
18 years of age. If the qualified patient is younger than 18 years of age,
marijuana may only be dispensed to the qualified patient’s caregiver.

f. May not dispense or sell any other type of cannabis, alcohol, or illicit
drug-related product, including pipes, bongs, or wrapping papers, other than
a marijuana delivery device required for the medical use of marijuana and
which is specified in a physician certification.

g. Must, upon dispensing the marijuana or marijuana delivery device,
record in the registry the date, time, quantity, and form of marijuana
dispensed; the type of marijuana delivery device dispensed; and the name
and medical marijuana use registry identification number of the qualified
patient or caregiver to whom the marijuana delivery device was dispensed.

h. Must ensure that patient records are not visible to anyone other than
the qualified patient, his or her caregiver, and authorized medical marijuana
treatment center employees.

(f) To ensure the safety and security of premises where the cultivation,
processing, storing, or dispensing of marijuana occurs, and to maintain
adequate controls against the diversion, theft, and loss of marijuana or
marijuana delivery devices, a medical marijuana treatment center shall:

1.a. Maintain a fully operational security alarm system that secures all
entry points and perimeter windows and is equipped with motion detectors;
pressure switches; and duress, panic, and hold-up alarms; and

b. Maintain a video surveillance system that records continuously 24
hours a day and meets the following criteria:

(I) Cameras are fixed in a place that allows for the clear identification of
persons and activities in controlled areas of the premises. Controlled areas
include grow rooms, processing rooms, storage rooms, disposal rooms or
areas, and point-of-sale rooms.

(II) Cameras are fixed in entrances and exits to the premises, which shall
record from both indoor and outdoor, or ingress and egress, vantage points.

(III) Recorded images must clearly and accurately display the time and
date.

(IV) Retain video surveillance recordings for at least 45 days or longer
upon the request of a law enforcement agency.

2. Ensure that the medical marijuana treatment center’s outdoor
premises have sufficient lighting from dusk until dawn.

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3. Ensure that the indoor premises where dispensing occurs includes a waiting area with sufficient space and seating to accommodate qualified patients and caregivers and at least one private consultation area that is isolated from the waiting area and area where dispensing occurs. A medical marijuana treatment center may not display products or dispense marijuana or marijuana delivery devices in the waiting area.

4. Not dispense from its premises marijuana or a marijuana delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver marijuana to qualified patients 24 hours a day.

5. Store marijuana in a secured, locked room or a vault.

6. Require at least two of its employees, or two employees of a security agency with whom it contracts, to be on the premises at all times where cultivation, processing, or storing of marijuana occurs.

7. Require each employee or contractor to wear a photo identification badge at all times while on the premises.

8. Require each visitor to wear a visitor pass at all times while on the premises.

9. Implement an alcohol and drug-free workplace policy.

10. Report to local law enforcement within 24 hours after the medical marijuana treatment center is notified or becomes aware of the theft, diversion, or loss of marijuana.

(g) To ensure the safe transport of marijuana and marijuana delivery devices to medical marijuana treatment centers, marijuana testing laboratories, or qualified patients, a medical marijuana treatment center must:

1. Maintain a marijuana transportation manifest in any vehicle transporting marijuana. The marijuana transportation manifest must be generated from a medical marijuana treatment center’s seed-to-sale tracking system and include the:

   a. Departure date and approximate time of departure.

   b. Name, location address, and license number of the originating medical marijuana treatment center.

   c. Name and address of the recipient of the delivery.

   d. Quantity and form of any marijuana or marijuana delivery device being transported.

   e. Arrival date and estimated time of arrival.

   f. Delivery vehicle make and model and license plate number.
g. Name and signature of the medical marijuana treatment center employees delivering the product.

(I) A copy of the marijuana transportation manifest must be provided to each individual, medical marijuana treatment center, or marijuana testing laboratory that receives a delivery. The individual, or a representative of the center or laboratory, must sign a copy of the marijuana transportation manifest acknowledging receipt.

(II) An individual transporting marijuana or a marijuana delivery device must present a copy of the relevant marijuana transportation manifest and his or her employee identification card to a law enforcement officer upon request.

(III) Medical marijuana treatment centers and marijuana testing laboratories must retain copies of all marijuana transportation manifests for at least 3 years.

2. Ensure only vehicles in good working order are used to transport marijuana.

3. Lock marijuana and marijuana delivery devices in a separate compartment or container within the vehicle.

4. Require employees to have possession of their employee identification card at all times when transporting marijuana or marijuana delivery devices.

5. Require at least two persons to be in a vehicle transporting marijuana or marijuana delivery devices, and require at least one person to remain in the vehicle while the marijuana or marijuana delivery device is being delivered.

6. Provide specific safety and security training to employees transporting or delivering marijuana and marijuana delivery devices.

(h) A medical marijuana treatment center may not engage in advertising that is visible to members of the public from any street, sidewalk, park, or other public place, except:

1. The dispensing location of a medical marijuana treatment center may have a sign that is affixed to the outside or hanging in the window of the premises which identifies the dispensary by the licensee’s business name, a department-approved trade name, or a department-approved logo. A medical marijuana treatment center’s trade name and logo may not contain wording or images commonly associated with marketing targeted toward children or which promote recreational use of marijuana.

2. A medical marijuana treatment center may engage in Internet advertising and marketing under the following conditions:
a. All advertisements must be approved by the department.

b. An advertisement may not have any content that specifically targets individuals under the age of 18, including cartoon characters or similar images.

c. An advertisement may not be an unsolicited pop-up advertisement.

d. Opt-in marketing must include an easy and permanent opt-out feature.

(i) Each medical marijuana treatment center that dispenses marijuana and marijuana delivery devices shall make available to the public on its website:

1. Each marijuana and low-THC product available for purchase, including the form, strain of marijuana from which it was extracted, cannabidiol content, tetrahydrocannabinol content, dose unit, total number of doses available, and the ratio of cannabidiol to tetrahydrocannabinol for each product.

2. The price for a 30-day, 50-day, and 70-day supply at a standard dose for each marijuana and low-THC product available for purchase.

3. The price for each marijuana delivery device available for purchase.

4. If applicable, any discount policies and eligibility criteria for such discounts.

(j) Medical marijuana treatment centers are the sole source from which a qualified patient may legally obtain marijuana.

(k) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(9) BACKGROUND SCREENING.—An individual required to undergo a background screening pursuant to this section must pass a level 2 background screening as provided under chapter 435, which, in addition to the disqualifying offenses provided in s. 435.04, shall exclude an individual who has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense under chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

(a) Such individual must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.
(b) Fees for state and federal fingerprint processing and retention shall be borne by the individual. The state cost for fingerprint processing shall be as provided in s. 943.053(3)(e) for records provided to persons or entities other than those specified as exceptions therein.

(c) Fingerprints submitted to the Department of Law Enforcement pursuant to this subsection shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation’s national retained print arrest notification program. Any arrest record identified shall be reported to the department.

(10) MEDICAL MARIJUANA TREATMENT CENTER INSPECTIONS; ADMINISTRATIVE ACTIONS.—

(a) The department shall conduct announced or unannounced inspections of medical marijuana treatment centers to determine compliance with this section or rules adopted pursuant to this section.

(b) The department shall inspect a medical marijuana treatment center upon receiving a complaint or notice that the medical marijuana treatment center has dispensed marijuana containing mold, bacteria, or other contaminant that may cause or has caused an adverse effect to human health or the environment.

(c) The department shall conduct at least a biennial inspection of each medical marijuana treatment center to evaluate the medical marijuana treatment center’s records, personnel, equipment, processes, security measures, sanitation practices, and quality assurance practices.

(d) The Department of Agriculture and Consumer Services and the department shall enter into an interagency agreement to ensure cooperation and coordination in the performance of their obligations under this section and their respective regulatory and authorizing laws. The department, the Department of Highway Safety and Motor Vehicles, and the Department of Law Enforcement may enter into interagency agreements for the purposes specified in this subsection or subsection (7).

(e) The department shall publish a list of all approved medical marijuana treatment centers, medical directors, and qualified physicians on its website.

(f) The department may impose reasonable fines not to exceed $10,000 on a medical marijuana treatment center for any of the following violations:

1. Violating this section or department rule.

2. Failing to maintain qualifications for approval.

3. Endangering the health, safety, or security of a qualified patient.

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4. Improperly disclosing personal and confidential information of the qualified patient.

5. Attempting to procure medical marijuana treatment center approval by bribery, fraudulent misrepresentation, or extortion.

6. Being convicted or found guilty of, or entering a plea of guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the business of a medical marijuana treatment center.

7. Making or filing a report or record that the medical marijuana treatment center knows to be false.

8. Willfully failing to maintain a record required by this section or department rule.

9. Willfully impeding or obstructing an employee or agent of the department in the furtherance of his or her official duties.

10. Engaging in fraud or deceit, negligence, incompetence, or misconduct in the business practices of a medical marijuana treatment center.

11. Making misleading, deceptive, or fraudulent representations in or related to the business practices of a medical marijuana treatment center.

12. Having a license or the authority to engage in any regulated profession, occupation, or business that is related to the business practices of a medical marijuana treatment center suspended, revoked, or otherwise acted against by the licensing authority of any jurisdiction, including its agencies or subdivisions, for a violation that would constitute a violation under Florida law.

13. Violating a lawful order of the department or an agency of the state, or failing to comply with a lawfully issued subpoena of the department or an agency of the state.

(g) The department may suspend, revoke, or refuse to renew a medical marijuana treatment center license if the medical marijuana treatment center commits any of the violations in paragraph (f).

(h) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this subsection.

(11) PREEMPTION.—Regulation of cultivation, processing, and delivery of marijuana by medical marijuana treatment centers is preempted to the state except as provided in this subsection.

(a) A medical marijuana treatment center cultivating or processing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school.
1. A county or municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that county or municipality. A county or municipality that does not ban dispensing facilities under this subparagraph may not place specific limits, by ordinance, on the number of dispensing facilities that may locate within that county or municipality.

2. A municipality may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, medical marijuana treatment center dispensing facilities located within the boundaries of that municipality. A county may determine by ordinance the criteria for the location of, and other permitting requirements that do not conflict with state law or department rule for, all such dispensing facilities located within the unincorporated areas of that county. Except as provided in paragraph (c), a county or municipality may not enact ordinances for permitting or for determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465. A municipality or county may not charge a medical marijuana treatment center a license or permit fee in an amount greater than the fee charged by such municipality or county to pharmacies. A dispensing facility location approved by a municipality or county pursuant to former s. 381.986(8)(b), Florida Statutes 2016, is not subject to the location requirements of this subsection.

(c) A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location through a formal proceeding open to the public at which the county or municipality determines that the location promotes the public health, safety, and general welfare of the community.

(d) This subsection does not prohibit any local jurisdiction from ensuring medical marijuana treatment center facilities comply with the Florida Building Code, the Florida Fire Prevention Code, or any local amendments to the Florida Building Code or the Florida Fire Prevention Code.

(12) PENALTIES.—

(a) A qualified physician commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, if the qualified physician issues a physician certification for the medical use of marijuana for a patient without a reasonable belief that the patient is suffering from a qualifying medical condition.

(b) A person who fraudulently represents that he or she has a qualifying medical condition to a qualified physician for the purpose of being issued a physician certification commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
(c) A qualified patient who uses marijuana, not including low-THC cannabis, or a caregiver who administers marijuana, not including low-THC cannabis, in plain view of or in a place open to the general public; in a school bus, a vehicle, an aircraft, or a boat; or on the grounds of a school except as provided in s. 1006.062, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(d) A qualified patient or caregiver who cultivates marijuana or who purchases or acquires marijuana from any person or entity other than a medical marijuana treatment center violates s. 893.13 and is subject to the penalties provided therein.

(e)1. A qualified patient or caregiver in possession of marijuana or a marijuana delivery device who fails or refuses to present his or her marijuana use registry identification card upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless it can be determined through the medical marijuana use registry that the person is authorized to be in possession of that marijuana or marijuana delivery device.

2. A person charged with a violation of this paragraph may not be convicted if, before or at the time of his or her court or hearing appearance, the person produces in court or to the clerk of the court in which the charge is pending a medical marijuana use registry identification card issued to him or her which is valid at the time of his or her arrest. The clerk of the court is authorized to dismiss such case at any time before the defendant’s appearance in court. The clerk of the court may assess a fee of $5 for dismissing the case under this paragraph.

(f) A caregiver who violates any of the applicable provisions of this section or applicable department rules, for the first offense, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and, for a second or subsequent offense, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(g) A qualified physician who issues a physician certification for marijuana or a marijuana delivery device and receives compensation from a medical marijuana treatment center related to the issuance of a physician certification for marijuana or a marijuana delivery device is subject to disciplinary action under the applicable practice act and s. 456.072(1)(n).

(h) A person transporting marijuana or marijuana delivery devices on behalf of a medical marijuana treatment center or marijuana testing laboratory who fails or refuses to present a transportation manifest upon the request of a law enforcement officer commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(i) Persons and entities conducting activities authorized and governed by this section and s. 381.988 are subject to ss. 456.053, 456.054, and 817.505, as applicable.

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(j) A person or entity that cultivates, processes, distributes, sells, or dispenses marijuana, as defined in s. 29(b)(4), Art. X of the State Constitution, and is not licensed as a medical marijuana treatment center violates s. 893.13 and is subject to the penalties provided therein.

(k) A person who manufactures, distributes, sells, gives, or possesses with the intent to manufacture, distribute, sell, or give marijuana or a marijuana delivery device that he or she holds out to have originated from a licensed medical marijuana treatment center but that is counterfeit commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. For the purposes of this paragraph, the term “counterfeit” means marijuana; a marijuana delivery device; or a marijuana or marijuana delivery device container, seal, or label which, without authorization, bears the trademark, trade name, or other identifying mark, imprint, or device, or any likeness thereof, of a licensed medical marijuana treatment center and which thereby falsely purports or is represented to be the product of, or to have been distributed by, that licensed medical marijuana treatment facility.

(l) Any person who possesses or manufactures a blank, forged, stolen, fictitious, fraudulent, counterfeit, or otherwise unlawfully issued medical marijuana use registry identification card commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(13) UNLICENSED ACTIVITY.—

(a) If the department has probable cause to believe that a person or entity that is not registered or licensed with the department has violated this section, s. 381.988, or any rule adopted pursuant to this section, the department may issue and deliver to such person or entity a notice to cease and desist from such violation. The department also may issue and deliver a notice to cease and desist to any person or entity who aids and abets such unlicensed activity. The issuance of a notice to cease and desist does not constitute agency action for which a hearing under s. 120.569 or s. 120.57 may be sought. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person or entity who violates any provisions of such order.

(b) In addition to the remedies under paragraph (a), the department may impose by citation an administrative penalty not to exceed $5,000 per incident. The citation shall be issued to the subject and must contain the subject's name and any other information the department determines to be necessary to identify the subject, a brief factual statement, the sections of the law allegedly violated, and the penalty imposed. If the subject does not dispute the matter in the citation with the department within 30 days after the citation is served, the citation shall become a final order of the department. The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section. Each day that the unlicensed activity continues after issuance of a notice to cease and desist constitutes a separate
violation. The department shall be entitled to recover the costs of investigation and prosecution in addition to the fine levied pursuant to the citation. Service of a citation may be made by personal service or by mail to the subject at the subject’s last known address or place of practice. If the department is required to seek enforcement of the cease and desist or agency order, it shall be entitled to collect attorney fees and costs.

(c) In addition to or in lieu of any other administrative remedy, the department may seek the imposition of a civil penalty through the circuit court for any violation for which the department may issue a notice to cease and desist. The civil penalty shall be no less than $5,000 and no more than $10,000 for each offense. The court may also award to the prevailing party court costs and reasonable attorney fees and, in the event the department prevails, may also award reasonable costs of investigation and prosecution.

(d) In addition to the other remedies provided in this section, the department or any state attorney may bring an action for an injunction to restrain any unlicensed activity or to enjoin the future operation or maintenance of the unlicensed activity or the performance of any service in violation of this section.

(e) The department must notify local law enforcement of such unlicensed activity for a determination of any criminal violation of chapter 893.

(14) EXCEPTIONS TO OTHER LAWS.—

(a) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a qualified patient and the qualified patient’s caregiver may purchase from a medical marijuana treatment center for the patient’s medical use a marijuana delivery device and up to the amount of marijuana authorized in the physician certification, but may not possess more than a 70-day supply of marijuana at any given time and all marijuana purchased must remain in its original packaging.

(b) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, an approved medical marijuana treatment center and its owners, managers, and employees may manufacture, possess, sell, deliver, distribute, dispense, and lawfully dispose of marijuana or a marijuana delivery device as provided in this section, s. 381.988, and by department rule. For the purposes of this subsection, the terms “manufacture,” “possession,” “deliver,” “distribute,” and “dispense” have the same meanings as provided in s. 893.02.

(c) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a certified marijuana testing laboratory, including an employee of a certified marijuana testing laboratory acting within the scope of his or her employment, may acquire, possess, test, transport, and lawfully dispose of marijuana as provided in this section, in s. 381.988, and by department rule.

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(d) A licensed medical marijuana treatment center and its owners, managers, and employees are not subject to licensure or regulation under chapter 465 or chapter 499 for manufacturing, possessing, selling, delivering, distributing, dispensing, or lawfully disposing of marijuana or a marijuana delivery device, as provided in this section, s. 381.988, and by department rule.

(e) This subsection does not exempt a person from prosecution for a criminal offense related to impairment or intoxication resulting from the medical use of marijuana or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

(f) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section and pursuant to policies and procedures established pursuant to s. 1006.62(8), school personnel may possess marijuana that is obtained for medical use pursuant to this section by a student who is a qualified patient.

(g) Notwithstanding s. 893.13, s. 893.135, s. 893.147, or any other provision of law, but subject to the requirements of this section, a research institute established by a public postsecondary educational institution, such as the H. Lee Moffitt Cancer Center and Research Institute, Inc., established under s. 1004.43, or a state university that has achieved the preeminent state research university designation under s. 1001.7065 may possess, test, transport, and lawfully dispose of marijuana for research purposes as provided by this section.

(15) APPLICABILITY.—This section does not limit the ability of an employer to establish, continue, or enforce a drug-free workplace program or policy. This section does not require an employer to accommodate the medical use of marijuana in any workplace or any employee working while under the influence of marijuana. This section does not create a cause of action against an employer for wrongful discharge or discrimination. Marijuana, as defined in this section, is not reimbursable under chapter 440.

(16) FINES AND FEES.—Fines and fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

Section 4. Paragraph (uu) is added to subsection (1) of section 458.331, Florida Statutes, to read:

458.331 Grounds for disciplinary action; action by the board and department.—

(1) The following acts constitute grounds for denial of a license or disciplinary action, as specified in s. 456.072(2):

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(uu) Issuing a physician certification, as defined in s. 381.986, in a manner out of compliance with the requirements of that section and rules adopted thereunder.

Section 5. Paragraph (ww) is added to subsection (1) of section 459.015, Florida Statutes, to read:

459.015 Grounds for disciplinary action; action by the board and department.—

(1) The following acts constitute grounds for denial of a license or disciplinary action, as specified in s. 456.072(2):

(ww) Issuing a physician certification, as defined in s. 381.986, in a manner not in compliance with the requirements of that section and rules adopted thereunder.

Section 6. Section 381.988, Florida Statutes, is created to read:

381.988 Medical marijuana testing laboratories; marijuana tests conducted by a certified laboratory.—

(1) A person or entity seeking to be a certified marijuana testing laboratory must:

(a) Not be owned or controlled by a medical marijuana treatment center.

(b) Submit a completed application accompanied by an application fee, as established by department rule.

(c) Submit proof of an accreditation or a certification approved by the department issued by an accreditation or a certification organization approved by the department. The department shall adopt by rule a list of approved laboratory accreditations or certifications and accreditation or certification organizations.

(d) Require all owners and managers to submit to and pass a level 2 background screening pursuant to s. 435.04 and shall deny certification if the person or entity has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in chapter 837, chapter 895, or chapter 896 or similar law of another jurisdiction.

1. Such owners and managers must submit a full set of fingerprints to the department or to a vendor, entity, or agency authorized by s. 943.053(13). The department, vendor, entity, or agency shall forward the fingerprints to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for national processing.

2. Fees for state and federal fingerprint processing and retention shall be borne by such owners or managers. The state cost for fingerprint processing...
shall be as provided in s. 943.053(3)(e) for records provided to persons or entities other than those specified as exceptions therein.

3. Fingerprints submitted to the Department of Law Enforcement pursuant to this paragraph shall be retained by the Department of Law Enforcement as provided in s. 943.05(2)(g) and (h) and, when the Department of Law Enforcement begins participation in the program, enrolled in the Federal Bureau of Investigation’s national retained print arrest notification program. Any arrest record identified shall be reported to the department.

e) Demonstrate to the department the capability of meeting the standards for certification required by this subsection, and the testing requirements of s. 381.986 and this section and rules adopted thereunder.

2) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing a procedure for initial certification and biennial renewal, including initial application and biennial renewal fees sufficient to cover the costs of administering this certification program. The department shall renew the certification biennially if the laboratory meets the requirements of this section and pays the biennial renewal fee.

3) The department shall adopt rules pursuant to ss. 120.536(1) and 120.54 establishing the standards for certification of marijuana testing laboratories under this section. The Department of Agriculture and Consumer Services and the Department of Environmental Protection shall assist the department in developing the rule, which must include, but is not limited to:

(a) Security standards.

(b) Minimum standards for personnel.

(c) Sample collection method and process standards.

(d) Proficiency testing for tetrahydrocannabinol potency, concentration of cannabidiol, and contaminants unsafe for human consumption, as determined by department rule.

(e) Reporting content, format, and frequency.

(f) Audits and onsite inspections.

(g) Quality assurance.

(h) Equipment and methodology.

(i) Chain of custody.

(j) Any other standard the department deems necessary to ensure the health and safety of the public.

CODING: Words stricken are deletions; words underlined are additions.
A marijuana testing laboratory may acquire marijuana only from a medical marijuana treatment center. A marijuana testing laboratory is prohibited from selling, distributing, or transferring marijuana received from a marijuana treatment center, except that a marijuana testing laboratory may transfer a sample to another marijuana testing laboratory in this state.

A marijuana testing laboratory must properly dispose of all samples it receives, unless transferred to another marijuana testing laboratory, after all necessary tests have been conducted and any required period of storage has elapsed, as established by department rule.

A marijuana testing laboratory shall use the computer software tracking system selected by the department under s. 381.986.

The following acts constitute grounds for which disciplinary action specified in subsection (8) may be taken against a certified marijuana testing laboratory:

(a) Permitting unauthorized persons to perform technical procedures or issue reports.

(b) Demonstrating incompetence or making consistent errors in the performance of testing or erroneous reporting.

(c) Performing a test and rendering a report thereon to a person or entity not authorized by law to receive such services.

(d) Failing to file any report required under this section or s. 381.986 or the rules adopted thereunder.

(e) Reporting a test result if the test was not performed.

(f) Failing to correct deficiencies within the time required by the department.

(g) Violating or aiding and abetting in the violation of any provision of s. 381.986 or this section or any rules adopted thereunder.

The department may refuse to issue or renew, or may suspend or revoke, the certification of a marijuana testing laboratory that is found to be in violation of this section or any rules adopted hereunder. The department may impose fines for violations of this section or rules adopted thereunder, based on a schedule adopted in rule. In determining the administrative action to be imposed for a violation, the department must consider the following factors:

(a) The severity of the violation, including the probability of death or serious harm to the health or safety of any person that may result or has resulted; the severity or potential harm; and the extent to which s. 381.986 or this section were violated.
(b) The actions taken by the marijuana testing laboratory to correct the violation or to remedy the complaint.

(c) Any previous violation by the marijuana testing laboratory.

(d) The financial benefit to the marijuana testing laboratory of committing or continuing the violation.

(9) The department may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

(10) Fees collected by the department under this section shall be deposited in the Grants and Donations Trust Fund within the Department of Health.

Section 7. Section 381.989, Florida Statutes, is created to read:

381.989 Public education campaigns.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Cannabis” has the same meaning as in s. 893.02.

(b) “Department” means the Department of Health.

(c) “Marijuana” has the same meaning as in s. 381.986.

(2) STATEWIDE CANNABIS AND MARIJUANA EDUCATION AND ILLICIT USE PREVENTION CAMPAIGN.—

(a) The department shall implement a statewide cannabis and marijuana education and illicit use prevention campaign to publicize accurate information regarding:

1. The legal requirements for licit use and possession of marijuana in this state.

2. Safe use of marijuana, including preventing access by persons other than qualified patients as defined in s. 381.986, particularly children.

3. The short-term and long-term health effects of cannabis and marijuana use, particularly on minors and young adults.

4. Other cannabis-related and marijuana-related education determined by the department to be necessary to the public health and safety.

(b) The department shall provide educational materials regarding the eligibility for medical use of marijuana by individuals diagnosed with a terminal condition to individuals that provide palliative care or hospice services.

CODING: Words stricken are deletions; words underlined are additions.
(c) The department may use television messaging, radio broadcasts, print media, digital strategies, social media, and any other form of messaging deemed necessary and appropriate by the department to implement the campaign. The department may work with school districts, community organizations, and businesses and business organizations and other entities to provide training and programming.

(d) The department may contract with one or more vendors to implement the campaign.

(e) The department shall contract with an independent entity to conduct annual evaluations of the campaign. The evaluations shall assess the reach and impact of the campaign, success in educating the citizens of the state regarding the legal parameters for marijuana use, success in preventing illicit access by adults and youth, and success in preventing negative health impacts from the legalization of marijuana. The first year of the program, the evaluator shall conduct surveys to establish baseline data on youth and adult cannabis use, the attitudes of youth and the general public toward cannabis and marijuana, and any other data deemed necessary for long-term analysis. By January 31 of each year, the department shall submit to the Governor, the President of the Senate, and the Speaker of the House of Representatives the annual evaluation of the campaign.

(3) STATEWIDE IMPAIRED DRIVING EDUCATION CAMPAIGN.—

(a) The Department of Highway Safety and Motor Vehicles shall implement a statewide impaired driving education campaign to raise awareness and prevent marijuana-related and cannabis-related impaired driving and may contract with one or more vendors to implement the campaign. The Department of Highway Safety and Motor Vehicles may use television messaging, radio broadcasts, print media, digital strategies, social media, and any other form of messaging deemed necessary and appropriate by the department to implement the campaign.

(b) At a minimum, the Department of Highway Safety and Motor Vehicles or a contracted vendor shall establish baseline data on the number of marijuana-related citations for driving under the influence, marijuana-related traffic arrests, marijuana-related traffic accidents, and marijuana-related traffic fatalities, and shall track these measures annually thereafter. The Department of Highway Safety and Motor Vehicles or a contracted vendor shall annually evaluate and compile a report on the efficacy of the campaign based on those measures and other measures established by the Department of Highway Safety and Motor Vehicles. By January 31 of each year, the Department of Highway Safety and Motor Vehicles shall submit the report on the evaluation of the campaign to the Governor, the President of the Senate, and the Speaker of the House of Representatives.

Section 8. Subsection (1) of section 385.211, Florida Statutes, is amended to read:

CODING: Words stricken are deletions; words underlined are additions.
385.211 Refractory and intractable epilepsy treatment and research at recognized medical centers.—

(1) As used in this section, the term “low-THC cannabis” means “low-THC cannabis” as defined in s. 381.986 that is dispensed only from a dispensing organization as defined in former s. 381.986, Florida Statutes 2016, or a medical marijuana treatment center as defined in s. 381.986.

Section 9. Paragraphs (b) through (e) of subsection (2) of section 499.0295, Florida Statutes, are redesignated as paragraphs (a) through (d), respectively, and present paragraphs (a) and (c) of that subsection, and subsection (3) of that section are amended, to read:

499.0295 Experimental treatments for terminal conditions.—

(2) As used in this section, the term:

(a) “Dispensing organization” means an organization approved by the Department of Health under s. 381.986(5) to cultivate, process, transport, and dispense low-THC cannabis, medical cannabis, and cannabis delivery devices.

(b)(e) “Investigational drug, biological product, or device” means:

1. a drug, biological product, or device that has successfully completed phase 1 of a clinical trial but has not been approved for general use by the United States Food and Drug Administration and remains under investigation in a clinical trial approved by the United States Food and Drug Administration; or

2. Medical cannabis that is manufactured and sold by a dispensing organization.

(3) Upon the request of an eligible patient, a manufacturer may, or upon a physician’s order pursuant to s. 381.986, a dispensing organization may:

(a) Make its investigational drug, biological product, or device available under this section.

(b) Provide an investigational drug, biological product, or device, or cannabis delivery device as defined in s. 381.986 to an eligible patient without receiving compensation.

(c) Require an eligible patient to pay the costs of, or the costs associated with, the manufacture of the investigational drug, biological product, or device, or cannabis delivery device as defined in s. 381.986.

Section 10. Subsection (3) of section 893.02, Florida Statutes, is amended to read:

CODING: Words stricken are deletions; words underlined are additions.
893.02 Definitions.—The following words and phrases as used in this chapter shall have the following meanings, unless the context otherwise requires:

(3) “Cannabis” means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin. The term does not include “marijuana,” “low-THC cannabis,” as defined in s. 381.986, if manufactured, possessed, sold, purchased, delivered, distributed, or dispensed, in conformance with s. 381.986.

Section 11. Section 1004.4351, Florida Statutes, is created to read:

1004.4351 Medical marijuana research and education.—

(1) SHORT TITLE.—This section shall be known and may be cited as the “Medical Marijuana Research and Education Act.”

(2) LEGISLATIVE FINDINGS.—The Legislature finds that:

(a) The present state of knowledge concerning the use of marijuana to alleviate pain and treat illnesses is limited because permission to perform clinical studies on marijuana is difficult to obtain, with access to research-grade marijuana so restricted that little or no unbiased studies have been performed.

(b) Under the State Constitution, marijuana is available for the treatment of certain debilitating medical conditions.

(c) Additional clinical studies are needed to ensure that the residents of this state obtain the correct dosing, formulation, route, modality, frequency, quantity, and quality of marijuana for specific illnesses.

(d) An effective medical marijuana research and education program would mobilize the scientific, educational, and medical resources that presently exist in this state to determine the appropriate and best use of marijuana to treat illness.

(3) DEFINITIONS.—As used in this section, the term:

(a) “Board” means the Medical Marijuana Research and Education Board.

(b) “Coalition” means the Coalition for Medical Marijuana Research and Education.

(c) “Marijuana” has the same meaning as provided in s. 29, Art. X of the State Constitution.

(4) COALITION FOR MEDICAL MARIJUANA RESEARCH AND EDUCATION.—
There is established within the H. Lee Moffitt Cancer Center and Research Institute, Inc., the Coalition for Medical Marijuana Research and Education. The purpose of the coalition is to conduct rigorous scientific research, provide education, disseminate research, and guide policy for the adoption of a statewide policy on ordering and dosing practices for the medical use of marijuana. The coalition shall be physically located at the H. Lee Moffitt Cancer Center and Research Institute, Inc.

The Medical Marijuana Research and Education Board is established to direct the operations of the coalition. The board shall be composed of seven members appointed by the chief executive officer of the H. Lee Moffitt Cancer Center and Research Institute, Inc. Board members must have experience in a variety of scientific and medical fields, including, but not limited to, oncology, neurology, psychology, pediatrics, nutrition, and addiction. Members shall be appointed to 4-year terms and may be reappointed to serve additional terms. The chair shall be elected by the board from among its members to serve a 2-year term. The board shall meet at least semiannually at the call of the chair or, in his or her absence or incapacity, the vice chair. Four members constitute a quorum. A majority vote of the members present is required for all actions of the board. The board may prescribe, amend, and repeal a charter governing the manner in which it conducts its business. A board member shall serve without compensation but is entitled to be reimbursed for travel expenses by the coalition or the organization he or she represents in accordance with s. 112.061.

The coalition shall be administered by a coalition director, who shall be appointed by and serve at the pleasure of the board. The coalition director shall, subject to the approval of the board:

1. Propose a budget for the coalition.
2. Foster the collaboration of scientists, researchers, and other appropriate personnel in accordance with the coalition’s charter.
3. Identify and prioritize the research to be conducted by the coalition.
4. Prepare the Medical Marijuana Research and Education Plan for submission to the board.
5. Apply for grants to obtain funding for research conducted by the coalition.
6. Perform other duties as determined by the board.

The board shall advise the Board of Governors, the State Surgeon General, the Governor, and the Legislature with respect to medical marijuana research and education in this state. The board shall explore methods of implementing and enforcing medical marijuana laws in relation to cancer control, research, treatment, and education.
The board shall annually adopt a plan for medical marijuana research, known as the “Medical Marijuana Research and Education Plan,” which must be in accordance with state law and coordinate with existing programs in this state. The plan must include recommendations for the coordination and integration of medical, pharmacological, nursing, paramedical, community, and other resources connected with the treatment of debilitating medical conditions; research related to the treatment of such medical conditions; and education.

By February 15 of each year, the board shall issue a report to the Governor, the President of the Senate, and the Speaker of the House of Representatives on research projects, community outreach initiatives, and future plans for the coalition.

Beginning January 15, 2018, and quarterly thereafter, the Department of Health shall submit to the board a data set that includes, for each patient registered in the medical marijuana use registry, the patient’s qualifying medical condition and the daily dose amount and forms of marijuana certified for the patient.

Responsibilities of the H. Lee Moffitt Cancer Center and Research Institute, Inc.—The H. Lee Moffitt Cancer Center and Research Institute, Inc., shall allocate staff and provide information and assistance, as the coalition’s budget permits, to assist the board in fulfilling its responsibilities.

Section 12. Subsection (1) of section 1004.441, Florida Statutes, is amended to read:

1004.441 Refractory and intractable epilepsy treatment and research.

As used in this section, the term “low-THC cannabis” means “low-THC cannabis” as defined in s. 381.986 that is dispensed only from a dispensing organization as defined in former s. 381.986, Florida Statutes, or a medical marijuana treatment center as defined in s. 381.986.

Section 13. Subsection (8) is added to section 1006.062, Florida Statutes, to read:

1006.062 Administration of medication and provision of medical services by district school board personnel.—

(8) Each district school board shall adopt a policy and a procedure for allowing a student who is a qualified patient, as defined in s. 381.986, to use marijuana obtained pursuant to that section. Such policy and procedure shall ensure access by the qualified patient; identify how the marijuana will be received, accounted for, and stored; and establish processes to prevent access by other students and school personnel whose access would be unnecessary for the implementation of the policy.
Section 14. Department of Health; authority to adopt rules; cause of action.—

(1) EMERGENCY RULEMAKING.—

(a) The Department of Health and the applicable boards shall adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, and this section necessary to implement ss. 381.986 and 381.988, Florida Statutes. If an emergency rule adopted under this section is held to be unconstitutional or an invalid exercise of delegated legislative authority, and becomes void, the department or the applicable boards may adopt an emergency rule pursuant to this section to replace the rule that has become void. If the emergency rule adopted to replace the void emergency rule is also held to be unconstitutional or an invalid exercise of delegated legislative authority and becomes void, the department and the applicable boards must follow the nonemergency rulemaking procedures of the Administrative Procedures Act to replace the rule that has become void.

(b) For emergency rules adopted under this section, the department and the applicable boards need not make the findings required by s. 120.54(4)(a), Florida Statutes. Emergency rules adopted under this section are exempt from ss. 120.54(3)(b) and 120.541, Florida Statutes. The department and the applicable boards shall meet the procedural requirements in s. 120.54(a), Florida Statutes, if the department or the applicable boards have, before the effective date of this act, held any public workshops or hearings on the subject matter of the emergency rules adopted under this subsection. Challenges to emergency rules adopted under this subsection are subject to the time schedules provided in s. 120.56(5), Florida Statutes.

(c) Emergency rules adopted under this section are exempt from s. 120.54(4)(c), Florida Statutes, and shall remain in effect until replaced by rules adopted under the nonemergency rulemaking procedures of the Administrative Procedures Act. By January 1, 2018, the department and the applicable boards shall initiate nonemergency rulemaking pursuant to the Administrative Procedures Act to replace all emergency rules adopted under this section by publishing a notice of rule development in the Florida Administrative Register. Except as provided in paragraph (a), after January 1, 2018, the department and applicable boards may not adopt rules pursuant to the emergency rulemaking procedures provided in this section.

(2) CAUSE OF ACTION.—

(a) As used in s. 29(d)(3), Article X of the State Constitution, the term:

1. “Issue regulations” means the filing by the department of a rule or emergency rule for adoption with the Department of State.

2. “Judicial relief” means an action for declaratory judgment pursuant to chapter 86, Florida Statutes.
(b) The venue for actions brought against the department pursuant to s. 29(d)(3), Article X of the State Constitution shall be in the circuit court in and for Leon County.

(c) If the department is not issuing patient and caregiver identification cards or licensing medical marijuana treatment centers by October 3, 2017, the following shall be a defense to a cause of action brought under s. 29(d)(3), Article X of the State Constitution:

1. The department is unable to issue patient and caregiver identification cards or license medical marijuana treatment centers due to litigation challenging a rule as an invalid exercise of delegated legislative authority or unconstitutional.

2. The department is unable to issue patient or caregiver identification cards or license medical marijuana treatment centers due to a rule being held as an invalid exercise of delegated legislative authority or unconstitutional.

Section 15. Department of Law Enforcement; training related to medical use of marijuana.—The Department of Law Enforcement shall develop a 4-hour online initial training course, and a 2-hour online continuing education course, which shall be made available for use by all law enforcement agencies in this state. Such training shall cover the legal parameters of marijuana-related activities governed by ss. 381.986 and 381.988, Florida Statutes, relating to criminal laws governing marijuana.

Section 16. Section 385.212, Florida Statutes, is amended to read:

385.212 Powers and duties of the Department of Health; Office of Medical Marijuana Compassionate Use.—

(1) The Department of Health shall establish an Office of Medical Marijuana Compassionate Use under the direction of the Deputy State Health Officer.

(2) The Office of Medical Marijuana Compassionate Use may enhance access to investigational new drugs for Florida patients through approved clinical treatment plans or studies. The Office of Medical Marijuana Compassionate Use may:

(a) Create a network of state universities and medical centers recognized pursuant to s. 381.925.

(b) Make any necessary application to the United States Food and Drug Administration or a pharmaceutical manufacturer to facilitate enhanced access to medical compassionate use of marijuana for Florida patients.

(c) Enter into any agreements necessary to facilitate enhanced access to medical compassionate use of marijuana for Florida patients.

CODING: Words struck are deletions; words underlined are additions.
(3) The department may adopt rules necessary to implement this section.

(4) The Office of Medical Marijuana Use shall administer and enforce s. 381.986.

Section 17. If any provision of this act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 18. The Division of Law Revision and Information is directed to replace the phrase “the effective date of this act” wherever it occurs in this act with the date the act becomes a law.

Section 19. (1) For the 2017-2018 fiscal year, 55 full-time equivalent positions, with associated salary rate of 2,198,860, are authorized and the sums of $3.5 million in nonrecurring funds from the General Revenue Fund and $4,055,292 in recurring funds and $1,238,148 in nonrecurring funds from the Grants and Donations Trust Fund are appropriated to the Department of Health for the purpose of implementing the requirements of this act. Of the funds appropriated, $3,158,572 in recurring funds and $1,238,148 in nonrecurring funds from the Grants and Donations Trust Fund and 27 full-time equivalent positions shall be placed in reserve. The Department of Health is authorized to submit budget amendments requesting the release of funds being held in reserve pursuant to chapter 216, Florida Statutes contingent upon need and demonstration of fee collections to support the budget authority.

(2) For the 2017-2018 fiscal year, the sum of $500,000 in nonrecurring funds from the General Revenue Fund is appropriated to the Department of Health to implement the statewide cannabis and marijuana education and illicit use prevention campaign established under s. 381.989, Florida Statutes.

(3) For the 2017-2018 fiscal year, the sum of $5 million in nonrecurring funds from the Highway Safety Operating Trust Fund are appropriated to the Department of Highway Safety and Motor Vehicles to implement the statewide impaired driving education campaign established under s. 381.989, Florida Statutes.

(4) For the 2017-2018 fiscal year, the sum of $100,000 in recurring funds from the Highway Safety Operating Trust Fund is appropriated to the Department of Highway Safety and Motor Vehicles for the purpose of training additional law enforcement officers as drug recognition experts.

(5) For the 2017-2018 fiscal year, the sum of $750,000 in nonrecurring funds from the General Revenue Fund is provided for the Coalition for

CODING: Words stricken are deletions; words underlined are additions.
Medicinal Cannabis Research and Education at the H. Lee Moffitt Cancer Center and Research Institute, Inc., to conduct medical cannabis research.

Section 20. This act shall take effect upon becoming a law.

Approved by the Governor June 23, 2017.

Filed in Office Secretary of State June 23, 2017.
NEW BUSINESS
8/1/2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: City Manager is requesting the Commission set a Workshop/Special Commission Meeting on Monday, August 21, 2017 at 6pm in the Library Program Room to update the Commission on the Town Square Project - Phase I.

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:

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COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Commissioner Casello has requested to discuss allowing dogs at the beach during certain hours.

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:

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REQUESTED ACTION BY COMMISSION:
Discuss request of Representative Emily Slosberg to pass a resolution supporting legislation that would make the ban on texting while driving a primary offense.

EXPLANATION OF REQUEST: Representative Slosberg sent a letter to Mayor Grant requesting the City of Boynton Beach join with other municipalities in supporting legislation that would make the ban on texting while driving a primary offense. Police officers cannot pull over drivers who are texting while diving because it is a secondary offense. Representative Slosberg feels new legislation would save lives, prevent injuries and prevent property damages.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
It will give the police officers broader authority to curb the texting while driving epidemic.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES:
Direct staff to prepare a Resolution supporting the legislation.
Do not support the proposed legislation.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:
### ATTACHMENTS:

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Dear Mayor Grant,

Please allow this letter to serve as my request for the County to pass a resolution supporting legislation that would make the ban on texting while driving a primary offense. I am also requesting to appear on the agenda at an upcoming meeting. I have enclosed a copy the resolution passed by the Board of County Commissioners in Dade County.

Currently, law enforcement cannot pull over drivers who are texting while driving because it is a secondary offense. Providing law enforcement with the ability to enforce "Texting While Driving Ban" as a primary offense will save lives, prevent injuries, and prevent property damage. Countless lives are lost and many more are injured due to distracted drivers.

Texting While Driving has become an epidemic. Florida fatalities are increasing; almost 18% in 2015 over the prior year. Teen Driver fatalities increased almost 30%.

I appreciate your consideration of this important issue. Please let me know if you have any questions or concerns.

Kindly,

Emily Slosberg
Representative Emily Slosberg
State House District 91
MEMORANDUM

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

FROM: Abigail Price-Williams
County Attorney

DATE: June 7, 2016

SUBJECT: Resolution urging the Florida Legislature to enact legislation that would make texting while driving a primary offense

Resolution No. R-520-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.

Abigail Price-Williams
County Attorney

APW/smm
MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(26)

Please note any items checked.

_______ “3-Day Rule” for committees applicable if raised
_______ 6 weeks required between first reading and public hearing
_______ 4 weeks notification to municipal officials required prior to public hearing
_______ Decreases revenues or increases expenditures without balancing budget
_______ Budget required
_______ Statement of fiscal impact required
_______ Statement of social equity required
_______ Ordinance creating a new board requires detailed County Mayor’s report for public hearing

✓ No committee review
_______ Applicable legislation requires more than a majority vote (i.e., 2/3’s ____, 3/5’s ____, unanimous ____ ) to approve
_______ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required
RESOLUTION NO.  R-520-16

RESOLUTION URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION THAT WOULD MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE

WHEREAS, texting while driving makes the likelihood of a crash 23 times greater than driving while not distracted, according to the Virginia Tech Transportation Institute; and

WHEREAS, distracted driving is driving while performing another activity that shifts the driver's attention away from driving; and

WHEREAS, texting while driving is a form of distracted driving; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA) reported an estimated total of 967,000 crashes in the United States involving distracted drivers in 2014; and

WHEREAS, in 2014, approximately 431,000 people were injured in crashes in the United States involving distracted drivers, according to the NHTSA; and

WHEREAS, in 2014, 3,179 people were killed in crashes in the United States involving distracted drivers, according to the NHTSA; and

WHEREAS, the concern of the American public over distracted driving has grown exponentially, resulting in the first-ever national distracted driving enforcement and advertising campaign in April 2014 by the United States Department of Transportation; and

WHEREAS, in April 2015, the United States Transportation Secretary continued the national campaign by announcing the "U Drive. U Text. U Pay." campaign for Distracted Driving Awareness month; and

3
WHEREAS, the degree of cognitive distraction associated with mobile phone use is so high that drivers using mobile phones exhibit greater impairment than legally intoxicated drivers, according to a University of Utah study; and

WHEREAS, a number of local jurisdictions have made it illegal to use hand-held cellular devices while driving; and

WHEREAS, in October 2001, this Board passed Ordinance No. 01-148 making Miami-Dade County among the first jurisdictions in Florida to pass an ordinance prohibiting the use of cellular telephones while operating a motor vehicle, except with the use of a hands-free device; and

WHEREAS, shortly thereafter, during the 2002 regular session, the Florida Legislature enacted Chapter 2002-179, Laws of Florida (Senate Bill 358), which preempted local governments from regulating the use of electronic communications devices in motor vehicles; and

WHEREAS, on September 30, 2009, President Barack Obama issued an executive order prohibiting federal employees from texting while driving owned, leased, or rented government vehicles or driving and texting with government-supplied equipment; and

WHEREAS, in November 2009, this Board enacted Resolution No. 1390-09, which prohibits Miami-Dade County employees, with certain exceptions, from text messaging, emailing or talking on a cellular telephone or other personal wireless handheld device when driving county-owned or county-leased vehicles unless a hands-free device is used; and

WHEREAS, on October 27, 2010, the Federal Motor Carrier Safety Administration enacted a ban prohibiting commercial vehicle drivers from texting while driving; and
WHEREAS, on December 13, 2011, the National Transportation Safety Board urged all states to prohibit the use of cellular telephones and text messaging while behind the wheel of a motor vehicle; and

WHEREAS, during the 2013 regular session, the Florida Legislature passed the Florida Ban on Texting While Driving Law, which made texting while driving a noncriminal traffic infraction; and

WHEREAS, as of March 2016, 46 states, the District of Columbia, Puerto Rico, Guam and the U.S. Virgin Islands have banned texting while driving for all drivers; and

WHEREAS, of the 46 states that have banned texting while driving, all but five have made texting while driving a primary offense; and

WHEREAS, Florida is among the five states that do not enforce texting while driving as a primary offense, but instead as a secondary offense; and

WHEREAS, a secondary offense is an offense for which a law enforcement officer can issue a ticket only if a driver has been pulled over for committing another traffic violation; and

WHEREAS, this Board has adopted a number of resolutions urging the Florida Legislature to fully ban texting while driving, including Resolution Nos. R-78-12, R-723-12, R-933-13, R-1127-14, and R-742-15; and

WHEREAS, the Florida Legislature has considered bills that would make texting while driving a primary offense, however, to date, such bills have not been passed, allowing texting while driving to remain a secondary offense in Florida; and

WHEREAS, this Board urges the Florida Legislature to enact legislation that would make texting while driving a primary offense,
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Urges the Florida Legislature to enact legislation that would make texting while driving a primary offense.

Section 2. Directs the Clerk of the Board to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker, and the Chair and Members of the Miami-Dade County State Legislative Delegation.

Section 3. Directs the County’s state lobbyists to advocate for the passage of the legislation set forth in Section 1 above, and authorizes and directs the Office of Intergovernmental Affairs to include this item in the 2017 Legislative Package when it is presented to the Board.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It was offered by Commissioner Esteban L. Bovo, Jr., who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

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<td>aye</td>
<td>Daniella Levine Cava</td>
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<tr>
<td>Esteban L. Bovo, Jr., Vice Chairman</td>
<td>aye</td>
<td>Audrey M. Edmonson</td>
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<td>Bruno A. Barreiro</td>
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<td>Sen. Javier D. Souto</td>
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<tr>
<td>Juan C. Zapata</td>
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REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-019- FIRST READING - Approve a $1.00 per month increase in residential single family and multi-family garbage rates in FY 2017/18 and in FY 2018/19.

EXPLANATION OF REQUEST:
During its FY 2017/18 Budget Workshop Hearings held on July 17 - 18, 2017, via consensus, the City Commission concurred with the City Manager’s recommendation to raise residential Solid Waste collection rates by $1.00 per month for FY 2017/18 beginning October 1, 2017. Rates and charges are established by Ordinance and are codified in Section 10-30 of the City’s Code. The attached ordinance will implement this action by raising single family rates to $17.00 per month and multi-family rates to $13.75 per month. The rate increase results in additional revenue estimated at $460,000 annually.

Additionally, staff research show that prior rate increases contemplated rate modifications for more than one future fiscal year. As such, staff recommends that the City Commission also consider an additional $1.00 per month to $18.00 per month increase in residential rates during FY 2018/19 as part of this ordinance. This option is at the discretion of the City Commission and final direction can be provided for the second reading of the ordinance.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Costs continue to increase for Solid Waste operations. Vehicle costs and personnel cost increases are contemplated in the budget expenditure proposed for FY 2017/18. Furthermore, it is critical to maintain a positive fund balance in the Solid Waste fund that will allow unexpected expenses (i.e. landfill) and future transfers to the general fund. The increase will aid in funding a more aggressive vehicle replacement cycle to help ensure timely residential collection.

FISCAL IMPACT:
Each $1.00 per month rate increase for single family and multi-family rates will provide estimated $460,000 additional annual revenue.

ALTERNATIVES:
Do not approve the rate increase as proposed. In this scenario, the transfer from the Solid Waste Fund to the General Fund would be reduced by approximately $400,000 in order to retain the fund balance in the Solid Waste Fund. Thus, a corresponding reduction of General Fund expenses would need to be identified during first and second reads of the proposed FY 2017/18 Budget.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:
CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

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ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 10 OF THE CITY'S CODE OF ORDINANCES, "GARBAGE, TRASH AND OFFENSIVE CONDITIONS," ARTICLE II, "REFUSE, GARBAGE AND TRASH" ALLOWING FOR SOLID WASTE RATE INCREASE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Public Works staff has conducted a cursory review of the Code of Ordinances, Chapter 10, Garbage, Trash and Offensive Conditions and has proposed minor revisions to the Code language; and

WHEREAS, the rate increase proposed is needed to continue to maintain sound operations due to increased fuel costs, increased equipment maintenance expenditures and added residential communities; and

WHEREAS, the City Commission finds the adoption of the proposed ordinance is in the best interest of the health, safety, and welfare of the citizens and residents of the City of Boynton Beach.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH FLORIDA, THAT:

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

Section 2. Chapter 10, Garbage, Trash and Offensive Conditions, Article II, Refuse, Garbage and Trash, is amended as follows:

ARTICLE II. REFUSE, GARBAGE AND TRASH*

... Sec. 10-30. Rates and charges for City service.

The rates and charges for refuse collection service provided by the City shall be as follows:

(a) Commercial containerized, excluding multifamily residential units:

(1) Monthly commercial charges shall consist of a total of the following three (3) items:

a. Rental charge - The charge assessed to account for expenses related to the provision of commercial refuse containers. The Public Works Director shall annually adjust the container rental fee based upon changing market prices of new containers.
b. Disposal charge-A fixed disposal charge as set and modified from time to time by
the Palm Beach County Solid Waste Authority. This price shall be passed on to the customer
directly.

c. Operating charge-A fixed charge per cubic yard to cover all other labor and
equipment hauling expenses and charges of the Solid Waste Department. The rate in 2014-
2015 will be fixed at four dollars ($4.00) per cubic yard and shall be increased annually
thereafter based upon changes to operating expenses at the discretion of the Public Works
Director at the beginning of each fiscal year, or as otherwise provided by the City
Commission.

(2) Partial monthly service will be charged on a prorated basis, based on the rates in
subsection (1a.) above.

(3) Mechanical compressed or compactor refuse shall have the disposal rate computed at
a three-to-one (3:1) ratio of the disposal rates set forth in subsection (1b.) above. Containers
with compactors shall be furnished by the owner, therefore, no rental cost shall be charged.

(b) Noncontainerized commercial service: Refuse picked up from residential type cans at
commercial establishments shall have their level of service negotiated by the Public Works
Department.

(c) Collection rates:

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(d) Roll-off rates. Rates for roll-off dumpsters for construction and demolition debris shall
be established and modified from time to time by the Director of Public Works based upon
private markets conditions.

Section 3. Each and every other provision of Chapter 10, not herein specifically
amended shall remain in full force and effect as previously enacted.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the
same are hereby repealed.

Section 5. Should any section or provision of this ordinance or portion hereof, any
paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this ___ day of ____________, 2017.

SECOND, FINAL READING AND PASSAGE this _____ day of ____________, 2017.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Steven B. Grant

Vice Mayor – Justin Katz

Commissioner – Mack McCray

Commissioner – Christina L. Romelus

Commissioner – Joe Casello

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)
CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION:
Pursuant to Section 286.011(8), Florida Statutes, the City Attorney is requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

DENNIS GALINDEZ and MARLA GALINDEZ, his wife, Plaintiffs vs. CITY OF BOYNTON BEACH and FIRST GENESIS LAWN SERVICE, INC., Defendants – Case No. 50 2015 CA 002413 Division AD

EXPLANATION OF REQUEST:
The City Attorney, James Cherof, will be in attendance along with the Assistant City Attorney, Tracey DeCarlo, City Manager, Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

The time and date of the private attorney-client session will be scheduled at the August 1, 2018 City Commission meeting.

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

FISCAL IMPACT: Budgeted The cost of a court reporter.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:
**ATTACHMENTS:**

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Pursuant to Section 286.011(8), Florida Statutes, I am requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

1. DENNIS GALINDEZ and MARLA GALINDEZ, his wife, Plaintiffs vs. CITY OF BOYNTON BEACH and FIRST GENESIS LAWN SERVICE, INC., Defendants – Case No. 50 2015 CA 002413 Division AD

I will be in attendance along with Assistant City Attorney Tracey DeCarlo, City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes. The time and date of the private attorney-client session will be set at the August 1, 2017 City Commission meeting.

JAC/lms
14.A.
FUTURE AGENDA ITEMS
8/1/2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Discussion relating to the future of the Building Board of Adjustment and Appeals - TBD

EXPLANATION OF REQUEST: Commissioner Romelus has requested discussion on the future need for the Building Board of Adjustments and Appeals. The Board has not met since November 2014. There are currently only four members on the Board and an alternate. Ms. Roberta Mann indicated by phone she would prefer not to continue on the Board.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

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Grant Amount:

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14.B.
FUTURE AGENDA ITEMS
8/1/2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Discussion of number of boards people are allowed to serve on at one time, attendance policies, eligibility rules and qualification of members for all boards - TBD

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Update on progress of Town Square - Phase I - TBD

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

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Grant Amount:

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION:
Monthly Departmental Presentations:

   Public Works - August, 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:

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Grant Amount:

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COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Staff to bring information concerning disposing of City-owned land - TBD

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:

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COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION:
Staff to review and report concerning Florida Textile Recycling, LLC. FTR, LLC which provides automated clothing recycling as a non-profit corporation and provides funding to agencies for other non-profit uses - TBD

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

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According to the Environmental Protection Agency, the average American discards 70 pounds of unwanted clothes, shoes and textiles into landfills each year, which amounts to an astounding 16.9 billion pounds* of preventable waste every year. FLORIDA Textile Recycling Programs utilizes processes developed over nearly three decades to help the environment by minimizing the textile waste in local landfills.

THE COMPANY
In February 2015, FLORIDA Textile Recycling Programs became the first company in the country to be awarded an exclusive municipal contract for textile recycling, in the Town of Davie, Florida. The Company works with both for-profit and non-profit entities that collect, manage and distribute clothes, shoes and textiles.

Our efforts stimulate local economies through market creation, small business promotion, job creation and charitable fundraising. FLORIDA Textile Recycling Programs provide a significant source of revenue and employment, while helping to reduce each municipality’s carbon footprint.

BUSINESS PROFILE
• Protection of the environment by keeping reusable clothes, shoes and textiles out of local landfills.
• Reinforces the municipality’s commitment to green recycling programs, that ensure ongoing improvements with their aesthetics, while reaffirming the environmental monitoring, compliance and enforcement provisions of the municipality’s code of ordinances.
• The generation of funds for municipalities to use at their discretion to assist non-profits and those in need in their community.
• Funds may be used to subsidize many areas where municipalities have needs.

PROGRAM BENEFITS
• Additional revenue used at Municipality’s discretion
• Disposal savings
• Additional recycling credits available
• Regulation through exclusive contracts allows municipalities to control the location and number of bins placed in their community
• All locations approved by city officials in accordance with corresponding ordinance
• Liability insurance and indemnification provided
• Provides the public with a convenient way to recycle their clothes, shoes & textiles by keeping them out of local landfills
• Reducing carbon footprint by using the Bin Location Information Program (BLIP®), where sensors monitor the fill levels of each recycling bin and send notifications when bins need servicing
• Existing exclusive contract may be piggybacked

OPERATION
Each municipality has a specified number of recycling bins and site trucks mutually agreed upon by the Company and municipality. Attended site trucks will be used when necessary for those residents in need of assistance, and for handling the volume of busy locations.

Using the company’s Bin Location Information Program, “BLIP®”, the Company can visualize each site and distribute clothes, shoes and textiles.

FLORIDA Textile Recycling Programs is the first company in the country to be awarded an exclusive municipal contract for textile recycling in the Town of Davie, Florida.

KEY MANAGEMENT PROFILES

Marc Douglas
Mr. Douglas brings 30 years of experience in the textile industry including the collection of goods, ownership of multi-unit thrift locations, wholesale distribution and brokerage of goods both nationally and internationally. He is experienced in creating and running private companies, as well as taking private companies public. He holds a BS from the College of Business at Florida International University.

John Ferguson
Mr. Ferguson brings nearly 30 years of experience in the waste management and recycling industry. In his career, Mr. Ferguson has been responsible for management, safety, government affairs, municipal contracts, compliance, financial statements and budgets for eight solid waste and recycling divisions. He holds a BS in Management/Marketing from Maryville University.

Nick Boariu
Mr. Boariu brings his many years of experience in multi-unit retail and franchise operations, as co-founder of two previous franchise concepts in his role as Executive Vice President and Board Member. He holds a BS in Marketing with an emphasis in Management Information Systems, from Florida State University.

Marc Douglas, Jr.
Mr. Douglas is an experienced franchisee in two service-based franchise systems. He is experienced in the textile recycling industry by working in the family business. Over the last decade, he has worked in all facets of the collection, retail and wholesale areas of the textile industry. He uses his experience in sales, marketing and operations to run the day to day affairs.

ADVISORY BOARD

Jeff Binder
Mr. Binder brings over 40 years of experience in both the private and public business sectors. His serial entrepreneurial background includes a joint venture with Porsche Design in manufacturing custom yachts, ownership of a cruise line, wholesale distribution, international trade, the restaurant and nightclub industry as well as national retail outlets. He holds a JD from George Washington Law School.
FLORIDA Textile Recycling Programs provides local municipalities with a unique opportunity to recycle clothes, shoes, and textiles through exclusive municipal contracts. Together, we help each municipality find additional, much-needed funding while protecting the local environment and optimizing the community’s recycling efforts. Our services help municipalities address two of their most important challenges: fiscal growth and environmental compliance.

for more information, call 888.325.FTRP (3877)

email: Info@TextilePrograms.com
web: TextilePrograms.com

OUR MISSION is to provide a convenient way for the public to recycle their clothes, shoes, and textiles through exclusive municipal contracts. Our efforts reduce municipalities’ carbon footprint, provide municipalities with fiscal growth and disposal savings, stimulate charitable contributions through municipality-sponsored programs and provide a source of clothes, shoes and textiles to those in need in the United States and throughout the world.
CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION:  **Town Square (LUAR 17-005)** – Approve Town Square
Future Land Use Map Amendment from Public and Private Governmental/Institutional (PPGI) and High
Density Residential (HDR) to Mixed Use Medium (MXM) and rezone from PU Public Usage, REC
Recreation and R-3 Multifamily to MU-3 Mixed Use 3 zoning district. Applicant: City-initiated. -- **8-15-17**

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:

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COMMISSION MEETING DATE: 8/1/2017

REQUESTED ACTION BY COMMISSION: Workforce Housing (CDRV 17-004) – Approve amendments to the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II, Definitions, to modify definitions that regulate the Workforce Housing Program, and Chapter 1, Article V, Section 2, Workforce Housing Program, to convert mandatory inclusionary zoning program to a voluntary density and height bonus program. Applicant: City-initiated. -- 8-15-17

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:

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