

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:**      **July 19, 2011**                      ☒ **Consent**                      ☐ **Regular**  
    ☐ **Ordinance**                      ☐ **Public Hearing**

**Department:** **Facilities Development & Operations**

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve: Second Amendment to Temporary Construction Easement (R-2009-0097) in favor of the City of Boynton Beach extending the term of the Easement.**

**Summary:** The County's Caloosa Park is located south of Woolbright Road on the east side of Congress Avenue in Boynton Beach. On January 13, 2009, the County approved a Temporary Construction Easement (TCE) in favor of the City of Boynton Beach to install a sewer force main, landscape buffer and remove exotic vegetation on the eastern portion of the park property. The term of the TCE was for a period of one (1) year and expired on January 13, 2010. Due to unforeseen project development and fundraising issues, the project was delayed. On January 12, 2010, the Board approved a First Amendment to Temporary Construction Easement extending the term of the TCE to July 13, 2011 (R-2010-0081). The overall project is complete, except that the City has not signed off on the quality and success rate of the new landscaping material installed by the contractor. The City has a (1) year warranty with its contractor for growth and success rate of the landscape material and is therefore requesting to extend the term of the TCE until December 1, 2012. This will allow for replacement of any landscaping material which fails to meet City standards in the TCE area. Except for extension of the expiration date, all terms and conditions of the TCE shall remain in full force and effect. **(PREM)**

**District 3 (HJF)**

**Background and Justification:** In January 2009, the County entered into an Interlocal Agreement and granted the City a Utility Easement and TCE for the installation of a force main to improve sanitary sewer services within the City. In return, the City agreed to remove exotic vegetation from the easement area and extend a reclaimed water line to the Caloosa Park boundary. The installation of the force main, removal of the exotic vegetation, and the extension of the reclaim water line have all been completed. This Amendment will extend the term of the TCE to allow for the replacement of any landscape material that fails during the contractor's warranty period.

**Attachments:**

1. Location Map
2. Second Amendment to Temporary Construction Easement

**Recommended By:**

**Department Director**

Date \_\_\_\_\_

**Approved By:**

## County Administrator

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____ <sup>0</sup> <i>*See below</i>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

☒ No Fiscal Impact.

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

OFMB *[Signature]* 6/23/11  
*6/23/11*  
*6/23/11*

Contract Development and Control *[Signature]* 6/30/11  
*6-29-11 B. Wheeler*

### B. Legal Sufficiency:

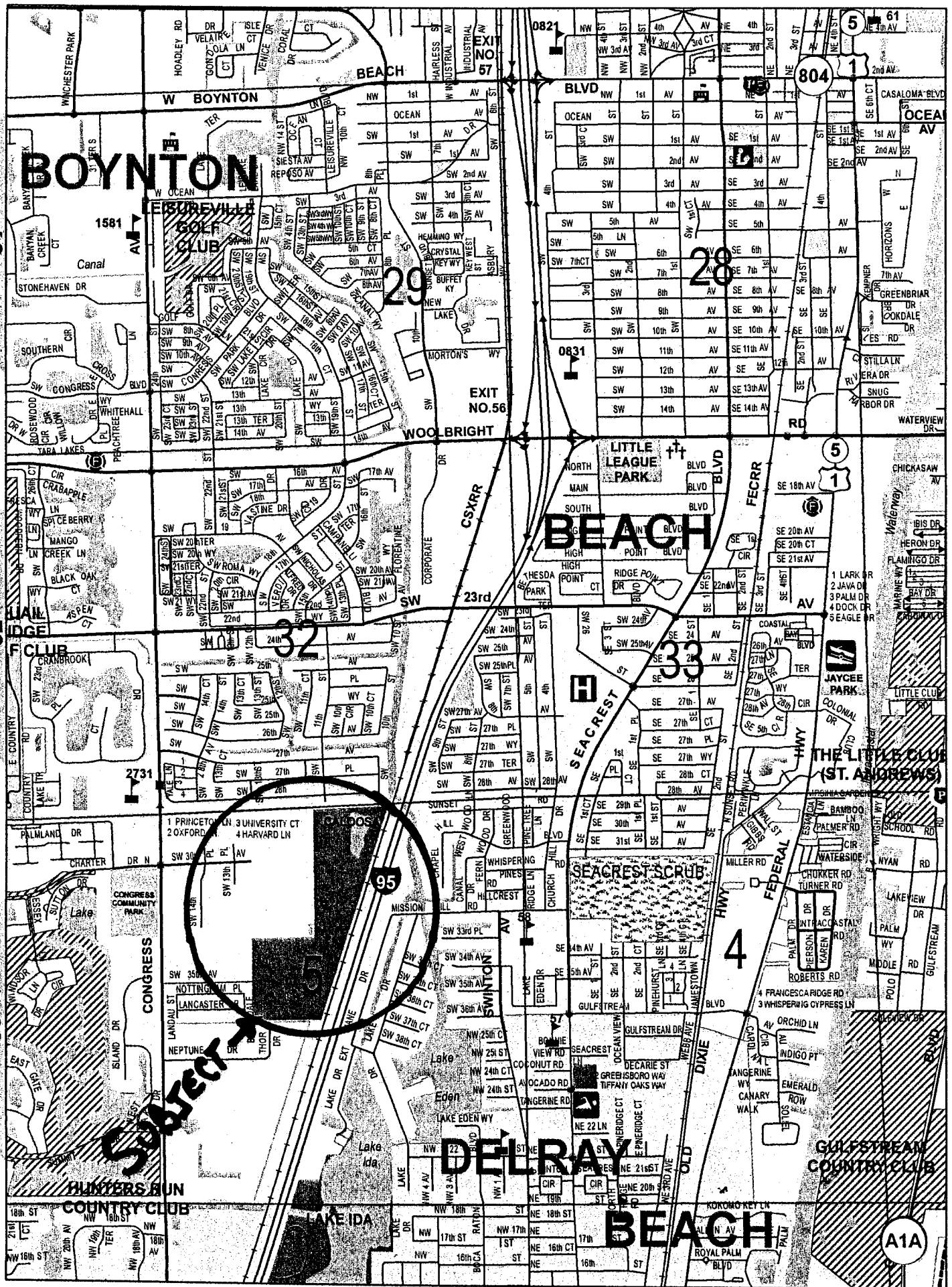
*[Signature]* 7/5/11  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**

D



D

C

R11-054

Prepared by & Return to:  
Peter Banting  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: 08-43-46-05-00-000-3010  
08-43-46-05-00-000-3040

## **SECOND AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT**

**THIS SECOND AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT** ("Second Amendment") made \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401- 4791, and **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, whose mailing address is 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33435-7934 ("Grantee").

### **RECITALS**

**Whereas**, County granted Grantee a Temporary Construction Easement on January 13, 2009 (R2009-0097) (the "Easement"), the termination date of which has been extended; and

**Whereas**, County and Grantee wish to amend the Easement to further extend the termination date.

### **WITNESSETH:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Easement, as amended.
2. The Easement is hereby modified to provide that the rights granted pursuant to the Easement shall expire and the Easement shall automatically terminate upon the earlier of Grantee's completion of the Project or December 1, 2012. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon completion of the Project, if so requested by County.

3. Except as modified by this Second Amendment, the Easement, as amended, remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Easement, as amended, in accordance with the terms thereof.
4. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

Signed, sealed, and delivered in the presence of:



Grantee:

CITY OF BOYNTON BEACH, a Florida municipal corporation organized and existing under the laws of the State of Florida

By: Jose M. Arrieto By: [Signature]  
City Clerk Mayor

Ileana E. Caruso  
Witness Signature

Ileana E. Caruso  
Witness Name Printed

Ida Sanfilippo  
Witness Signature

IDA SANFILIPPO  
Witness Name Printed

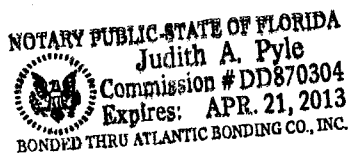
APPROVED AS TO FORM

By: [Signature]  
City Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this day of 2nd JUNE, 2011, by Jose Rodriguez the Mayor, of City of Boynton Beach, a ( ) who is personally known to me OR ( ) who has produced ( ) as identification and who ( ) did ( ) did not take a oath.

(Notary Seal)



Judith A. Pyle  
Notary Public, State of Florida  
JUDITH A. PYLE  
Type, print or stamp name

Commission Number: DD 870304  
My Commission Expires: 4/21/13

ATTEST:

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

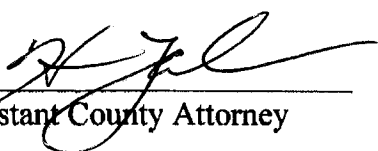
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Printed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Printed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

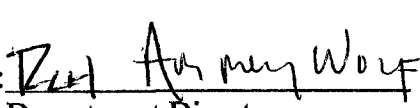
By:   
Assistant County Attorney

County:

**PALM BEACH COUNTY, a  
political subdivision of the State of  
Florida**

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Department Director

\\FDO-FS\common\PREM\Dev\Open Projects\PR-Caloosa Park (Peter's)\Easements\TCE.2ndAmend.001.HF app.042711.docx



STAR INSURANCE COMPANY

CERTIFICATE OF INSURANCE

DATE ISSUED: 5/17/11

<b>PRODUCER</b>  Arthur J. Gallagher & Co. 2255 Glades Road Suite 400 E. Boca Raton, FL 33431  <b>INSURED</b>  City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33425	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate <i>DOES NOT</i> amend, extend or alter the coverage afforded by the policies below.
	<b>COMPANIES AFFORDING COVERAGE</b>  COMPANY (A) <u>STAR INSURANCE COMPANY</u>  COMPANY (B) _____  COMPANY (C) _____  COMPANY (D) _____

**COVERAGES**  
This is to certify that the policies of Insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the Insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CP 06418 70	04/01/11	4/1/2012	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person)
					SEE BELOW SEE BELOW
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	N/A	N/A	N/A	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE
					N/A
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CP 06418 70	04/01/11	4/1/2012	EACH OCCURRENCE AGGREGATE
					\$2,000,000 \$4,000,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CP 06418 70	04/01/11	4/1/2012	STATUTORY LIMITS  EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE
					Statutory

Company A - Policy subject to the S/R per General Endorsement SNS GEN 01 attached to the Policy.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS** - All operations usual to a normal City Government including the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's Officers, Employees and Agents as additional insured but only with respects to the sole negligent acts of the Named Insured as their interests may appear throughout the policy period for municipal activities in coordination and/or conjunction with Palm Beach County Board of County Commissioners.

All terms and conditions of this policy remain unchanged.

**CERTIFICATE HOLDER**

Palm Beach County Board of County  
Commissioners  
Risk Management Department  
100 Australian Drive  
West Palm Beach, FL 33408  
Attention: Scott Marting

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Signature:

Sandra M. Donaghy

Meadowbrook Insurance Group



**CERTIFICATE OF COVERAGE**

**ISSUED ON: 6/30/2011**

**COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST**

**PACKAGE AGREEMENT NUMBER: PX2FL1 0502003 09-06**

**COVERAGE PERIOD: 10/1/2009 TO 10/1/2011 12:01 AM**

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
**Palm Beach County Board of County Commissioners**  
**Risk Management Department**  
**100 Australian Drive**  
**West Palm Beach, FL 33408**  
**Attn: Scott Marting**

*Designated Member*  
**City of Boynton Beach**  
**P. O. Box 310**  
  
**Boynton Beach , FL 334250310**

**LIABILITY COVERAGE**

**Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**

Limit

**Public Officials Liability**

Limit

**Employment Practices Liability**

Limit

**Employee Benefits Liability**

Limit

**Law Enforcement Liability**

Limit

**WORKERS' COMPENSATION COVERAGE**

**WC AGREEMENT NUMBER:**

**Self Insured Workers' Compensation**

**Statutory Workers' Compensation**

**Employers Liability**

Each Accident

By Disease

Aggregate Disease

**PROPERTY COVERAGE**

**Buildings & Personal Property**

Limit

*Note: See coverage agreement for details on wind, flood, and other deductibles.*

**Rented, Borrowed and Leased Equipment**

Limit

**All other Inland Marine**

Limit

**AUTOMOBILE COVERAGE**

**Automobile Liability**

Limit \$2,000,000

\$100,000 SIR

☒ All Owned

Specifically Described Autos

☒ Hired Autos

☒ Non-Owned Autos

**Automobile Physical Damage**

☒ Comprehensive See Schedule for Deductible

☒ Collision See Schedule for Deductible

☒ Hired Auto with limit of \$35,000

**Garage Keepers**

Liability Limit

Liability Deductible

Comprehensive Deductible

Collision Deductible

**NOTE:** The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 766.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/ Locations/ Vehicles/Special items:**

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents are listed as additional covered parties per the attached PGIT Form 902 with respects to municipal activities in coordination and/or conjunction with Palm Beach County Board of County Commissioners.

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

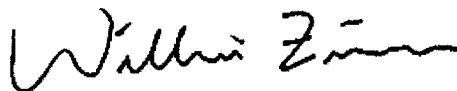
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

**Administrator**  
**Public Risk Underwriters®**  
**P.O. Box 958465**  
**Lake Mary, FL 32795-8455**

**Producer**  
**Public Risk Insurance Agency**  
**P. O. Box 2416**

**Daytona Beach, FL 32115**

CANCELLATIONS  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



**AUTHORIZED REPRESENTATIVE**

## **PUBLIC ENTITY**

### **AUTOMATIC ADDITIONAL COVERED PARTIES**

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

**X ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

**X ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**

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## Audio Recording 2011-05-17 Commission Meeting

Audio Recording - City of Boynton Beach Commission Meeting  
Commission Chambers, City Hall, 100 E. Boynton Beach Blvd.  
May 17, 2011 - 6:30 p.m.

Jose Rodriguez, Mayor - At Large  
William Orlove, Vice Mayor - District I  
Woodrow Hay, Commissioner - District II  
Steven Holzman, Commissioner - District III  
Marlene Ross, Commissioner - District IV

Kurt Bressner, City Manager  
James Cherof, City Attorney  
Janet M. Prainito, City Clerk

**Please note:** During the proceedings at the discretion of the City Commission, the sequence of items under discussion may have been moved or tabled.

**Playback Instructions:** Click any link labelled "Listen to audio" below to play its corresponding audio excerpt in mp3 format. Interval start times (and end times) are listed next to individual excerpts throughout the agenda outline.

Agenda outline -

### 1. OPENINGS

[Listen to audio](#) (start: 6:59:54 p.m. | end: 7:01:50 p.m.)

- A. Call to order - Mayor Jose Rodriguez
- B. Invocation
- C. Pledge of Allegiance to the Flag led by Commissioner Ross
- D. Agenda Approval:

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

### 2. OTHER

[Listen to audio](#) (start: 7:01:50 p.m. | end: 7:07:48 p.m.)

- A. Informational Items by Members of the City Commission

### 3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

[Listen to audio](#) (start: 7:07:48 p.m. | end: 7:37:58 p.m.)

- A. Presentation by Education and Youth Advisory Board Chairman Steve Waldman of the annual "Bob Borovy Student Citizen of the Year" Award.
- B. Presentation of the annual Youth Volunteer Bank awards by Steve Waldman, Chairman of the Education & Youth Advisory Board.
- C. Presentation on the recognition of the Health Care District's Trauma System's 20th year of operation and an update on the District's services. Presentation will be made by Ronald J. Wiewora, MD, MPH, FACP, FACPM, Interim CEO/Chief Medical Officer of the Health Care District of Palm Beach County.
- D. Proclaim the month of May as "National Preservation Month".

#### 4. PUBLIC AUDIENCE

Listen to audio (start: 7:37:58 p.m. | end: 8:06:28 p.m.)

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

Listen to audio (start: 8:06:28 p.m. | end: 8:09:54 p.m.)

- A. Appoint eligible members of the community to serve in vacant positions on City advisory boards
- B. Accept the resignation of Barbara Ready, a regular member of the Arts Commission
- C. Accept the resignation of Lisa Landis, a regular member of the Education and Youth Advisory Board
- D. Accept the resignation of Stanley Sorgman, a regular member of the Community Relations Board

#### 6. CONSENT AGENDA

Listen to audio (start: 8:09:54 p.m. | end: 8:17:40 p.m.)

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. Approve the minutes from the City Commission meeting held on April 27, 2011
- B. PROPOSED RESOLUTION NO. R11-054 - Authorize the Second Amendment to Temporary Construction Easement (TCE) between Palm Beach County and the City of Boynton Beach in support of the City's construction of the new regional force main.
- C. PROPOSED RESOLUTION NO. R11-055 - Approve a contract extension for a second two year period from June 20, 2011 through June 19, 2013 with DcR Engineering Services, Inc as permitted under RFP #37-2821-07/CJD, "SCADA AND TELEMETRY SYSTEM GOODS AND SERVICES".
- D. PROPOSED RESOLUTION NO. R11-056 - Designation of the Community Redevelopment Agency Board Vice-Chair
- E. Approve the 2010/2011 Recreation and Parks Strategic Plan.
- F. Approve the full release of the surety and authorize return of the performance bond in the amount of \$205,700.00 to the developer for the project known as the Promenade.

#### 7. BIDS AND PURCHASES OVER \$100,000

Listen to audio (start: 8:17:40 p.m. | end: 8:21:20 p.m.)

- A. PROPOSED RESOLUTION NO. R11-057 - Approve a contract with Thermal Concepts, Inc. of Davie, FL for the replacement of the existing cooling towers at City Hall Complex, Bid No. #040-2510-11/CJD in the amount of \$187,450 plus allow for a contingency of \$15,000 if needed.
- B. PROPOSED RESOLUTION NO. R11-058 - Approve the piggy-back of the Florida Sheriff's Association joint purchasing contract #10-18-0907 for the purchase of (4) four replacement police pursuit vehicles in the amount of \$107,933
- C. (1) Eliminate the re-advertisement of the Request for Qualifications (RFQ) for the scope of services (A - E), "TWO YEAR CONTRACT FOR GENERAL CONSULTING AND ENGINEERING SERVICES FOR THE CITY OF BOYNTON BEACH" ; and (2) authorize City staff to issue separate RFQs based upon the scope of services required for individual Capital Improvement Plan (CIP) projects. Passage of motion authorizing staff to proceed as outlined herein.

#### 8. CODE COMPLIANCE & LEGAL SETTLEMENTS