



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, SEPTEMBER 22, 2022  
7:00 PM

Deborah Searcy  
Mayor

David B. Norris  
Vice Mayor

Susan Bickel  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Mark Mullinix  
Councilmember

Chuck Huff  
Interim Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

### ROLL CALL

### INVOCATION - MAYOR

### PLEDGE OF ALLEGIANCE - VICE MAYOR

### AWARDS AND RECOGNITION

1. Proclamation – Gold Star Families Remembrance Week
2. Proclamation – Arbor Day

### APPROVAL OF MINUTES

3. Minutes of the Regular Session held September 8, 2022

### COUNCIL BUSINESS MATTERS

#### STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

#### DECLARATION OF EX PARTE COMMUNICATIONS

**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

- 4. PUBLIC HEARING AND 2ND READING OF ORDINANCES 2022-15 AND 2022-16 AD VALOREM TAX MILLAGE RATE AND BUDGET** Consider a motion to adopt and enact on second reading Final Ad-Valorem Tax Millage Rate and Approved Fiscal 2022-2023 Village Budget.
- 5. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2022-17 – CODE AMENDMENT – FIRE AND POLICE PENSION PLAN** Consider a motion to adopt and enact on second reading Ordinance 2022-17 amending Division 4, "Pension and Certain other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirement Systems," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-159, "Creation of Trust and Definitions," Section 2-161, "Benefit Amounts," and Section 2-163, "Contributions," to amend the calculation of Police Officer Retirement Benefits to increase the multiplier used to calculate Retirement Benefits, modify the Maximum Cap and increase the Employee Contribution for Police Officer Members.
- 6. MOTION – DIMENSIONAL EXCEPTION APPLICATION FOR 407 OYSTER ROAD** Consider a motion to approve or deny the Dimensional Exception Application for a Recreational Vehicle located at 407 Oyster Road.

**CONSENT AGENDA**

*The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.*

- 7. MOTION** to grant a merit increase of 4.4% to the Village Clerk based upon the averaged score of the performance evaluations and directing the Village to process same.
- 8. RESOLUTION** – Approving a Blanket Purchase Order with Baker and Taylor, LLC in an amount not to exceed \$33,000 for Village Library books.
- 9. RESOLUTION** – Approving a Blanket Purchase Order with Bibliotheca, LLC in an amount not to exceed \$25,000 for Village Library access to electronic books.
- 10. RESOLUTION** – Approving a Ninth Amendment to an Agreement for Grant Services with RMPK Funding, Inc. with compensation for Fiscal Year 2023 not to exceed \$20,000; and authorizing execution of the Ninth Amendment.
- 11. RESOLUTION** – Approving a Second Amendment to the Licensing Agreement with Richard E. Cavanah Inc. to utilize the Country Club Pool for organized swim training activities; extending the term through September 30, 2024 and increasing the monthly License Payment from \$2,000 to \$2,100 per month; and authorizing execution of the Second Amendment.
- 12. RESOLUTION** – Approving the purchase of Interior Air Purification Systems from RGF Environmental Group, Inc. at a total cost of \$42,176.10; and waiving the Village's purchasing policies and procedures.
- 13. RESOLUTION** – Accepting a proposal from Beach Environmental Exterminating, Inc. at a total cost of \$28,948 for termite treatment at the Public Safety building; and authorizing execution of the Contract.
- 14. RESOLUTION** – Approving a Third Amendment to an Agreement with NZ Consultants for Long Range Planning and Zoning Services increase the total amount of compensation not to exceed \$130,000 and extend the term of the Agreement through September 30, 2023; and authorizing execution of the Third Amendment.
- 15. RESOLUTION** – Approving a Second Amendment to the Agreement with C.A.P. Government, Inc. for building inspection services; extending the Agreement through September 30, 2023 and increasing the total amount of compensation to \$150,000; and authorizing execution of the Second Amendment.
- 16.** Receive for file Minutes of the Recreation Advisory Board meeting held 8/9/22.

## **OTHER VILLAGE BUSINESS MATTERS**

- 17. RESOLUTION – MUNIS WORK ORDER MODULE FOR PUBLIC WORKS DEPARTMENT** Consider a motion to adopt a resolution accepting a proposal from Tyler Technologies, Inc. for the addition of a MUNIS Work Order Module for the Public Works Department at a total cost of \$98,450; and authorizing a Budget Amendment to fund the purchase.
- 18. RESOLUTION – FOURTH AMENDMENT TO GOLF COURSE CONTRACT** Consider a motion to adopt a resolution approving a Fourth Amendment to the existing Contract with Brightview Golf Maintenance, Inc. to provide for an adjustment in annual compensation for Fiscal Year 2023 at total increase not to exceed \$106,412.54, as well as an additional employee and equipment; and authorizing execution of the Fourth Amendment.
- 19. RESOLUTION – THIRD AMENDMENT TO JANITORIAL SERVICES CONTRACT** Consider a motion to adopt a resolution approving a Third Amendment to the contract with AK Building Services, Inc. for janitorial services, to extend the term through Fiscal Year 2023 and increase the compensation at total cost not to exceed \$184,145.44; and authorizing execution of the Third Amendment.
- 20. RESOLUTION – PUD AMENDMENT** Consider a motion to adopt a resolution approving a minor amendment to the Shoppes at City Centre Planned Unit Development to revise the approved building colors.

## **COUNCIL AND ADMINISTRATION MATTERS**

### **MAYOR AND COUNCIL MATTERS/REPORTS**

### **VILLAGE MANAGER MATTERS/REPORTS**

## **REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)**

## **ADJOURNMENT**

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

**VILLAGE OF NORTH PALM BEACH**  
**Leisure Services**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 22, 2022

SUBJECT: **PROCLAMATION – Arbor Day**

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As part of the Village's 2022 Tree City USA application, in order to be recognized and certified by the Arbor Day Foundation as a Tree City USA Community, the Village Council must proclaim the last Friday in April as Arbor Day and urge all citizens to celebrate Arbor Day, plant new trees, and to support efforts to protect our trees and woodlands.

Each year the Village will celebrate Arbor Day in April. Last April's ceremony took place at the community garden with members from the Environmental Committee, Garden Club, members of the community, staff and Council.

**Recommendation:**

**Village Administration seeks Council approval of the Arbor Day Proclamation in support of Arbor Day, Friday, April 28, 2023.**



PROCLAMATION  
VILLAGE OF NORTH PALM BEACH  
OFFICE OF THE MAYOR  
**ARBOR DAY**

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

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

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

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

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

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

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

NOW, THEREFORE, I, Deborah Searcy, by virtue of the authority vested in me as Mayor of the Village of North Palm Beach, Florida, do hereby proclaim April 28, 2023, as

**ARBOR DAY**

in the Village of North Palm Beach, Florida, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Village of North Palm Beach, Florida to be affixed this 22nd day of September, 2022.

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Mayor



***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**SEPTEMBER 8, 2022**

Present:

Deborah Searcy, Mayor  
David B. Norris, Vice Mayor  
Susan Bickel, President Pro Tem  
Darryl C. Aubrey, Sc.D., Councilmember  
Mark Mullinix, Councilmember  
Chuck Huff, Interim Village Manager  
Len Rubin, Village Attorney  
Jessica Green, Village Clerk

**ROLL CALL**

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Searcy gave the invocation and Vice Mayor Norris led the public in the Pledge.

**APPROVAL OF MINUTES**

The Minutes of the the Regular Session held August 25, 2022 were approved as written.

**STATEMENTS FROM THE PUBLIC**

Don Kazimir, 106 Gulfstream Road, expressed his concerns with the proposed lane reduction of U.S. Highway 1 and asked why the entire length of the road that runs through the Village was not proposed to be reduced.

Karen Marcus, 920 Evergreen Drive, expressed her support for giving Chuck Huff the opportunity to become the Village Manager over the next six (6) months.

John Samadi, 512 Marlin Road, expressed his concerns regarding Council's choice for Interim Village Manager.

Mary Romero, 828 Buttonwood Road, expressed recognition and appreciation to Village Sanitation workers Brett, Derek and Sal for their kindness, professionalism and for doing a good job. Mrs. Romero expressed concern over the Village's process for hiring temporary workers and asked Council what would be done for a sanitation worker who was affected by Covid and unable to return to work.

STATEMENTS FROM THE PUBLIC *continued*

Richard Romero, 828 Buttonwood Road, expressed his concerns regarding Council's choice for Interim Village Manager.

Audrey Kent, 52 Yacht Club Drive, expressed her concerns over a possible increase in property taxes and expressed concerns regarding the amount of insecticides used in the landscaping throughout the Village. Ms. Kent asked that the volume of insecticide used throughout the Village be reduced.

Pat Friedman, 1208 Marine Way, expressed her support for giving Chuck Huff the opportunity to become the Village Manager over the next six (6) months.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND FIRST READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Bickel to adopt on first reading Ordinance 2022-15 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Norris and seconded by Councilmember Aubrey to adopt on first reading Ordinance 2022-16 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff began a presentation on the budget.

Mr. Huff stated that after reviewing the budget with Finance Director Samia Janjua, they were able to add an additional police officer to the budget. Revenues were revised to show an increase of \$294,172. There was an overall net impact of \$147,497. The savings would remain in Council Contingency which was revised to \$222,497. Mr. Huff reviewed the Budget Highlights stating that the budget was based on the flat millage rate of \$7.0500 mils.

**PUBLIC HEARING AND FIRST READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE** *continued*

The General Fund was balanced with \$222,497 in Council Contingency, a \$679,800 transfer to the General Fund CIP and a \$482,550 transfer to the Country Club Budget. The Country Club Budget was balanced with a \$382,550 transfer from the General Fund for Pool and Tennis Operations and a \$100,000 transfer from the General Fund for Renewal and Replacement. The budget provides for, capital improvements, replacement of essential (capital) equipment and vehicles, employee salary & benefit cost increases/pay study implementation, minimum wage implementation of \$13.50 per hour for part time employees and maintains and enhances the Village's level of service. Amenities and quality of life programs remain fully funded in FY'23. Mr. Huff continued the presentation by reviewing and explaining the total budget summary by fund and category and concluded by reviewing the taxable value and millage selection and millage selection options. The second reading of the budget would take place on September 22, 2022.

Mayor Searcy opened the public hearing on the ad valorem tax millage rate and budget.

Don Kazimir, 106 Gulfstream Road, asked for the Unallocated Fund Balance.

Mrs. Janjua stated that the Unallocated Fund Balance was at \$13 million.

There being no further comments from the public, Mayor Searcy closed the public hearing.

Councilmember Mullinix expressed concerns regarding payroll increases and stated that based on the changes in the economy, the increases may not be sustainable in the future.

President Pro Tem Bickel asked what percentage of the 9.5 percent payroll increase was attributed to new hires.

Mr. Huff stated that he did not have that information with him.

Councilmember Aubrey stated that he would agree with the budget as it was presented at the meeting, but would like to see the August financials to determine whether or not the millage rate could be dropped to \$6.9500 mils and to discuss a possible reduction of the millage rate at the next Council meeting. Councilmember Aubrey agreed that the 9.5 percent increase in payroll was a significant increase but understood the reasoning for the increase as the Village needs to pay their employees competitively.

Discussion ensued between Councilmembers regarding the possibility of lowering the millage rate.

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to establish an ad valorem tax millage rate of 7.0500 mils. The motion passed unanimously.

Mayor Searcy announced that the rolled back rate is 6.2648 mils, the percentage increase over the rolled back rate is 12.53%, and the millage rate to be levied is 7.0500 mils.

The motion to adopt on first reading Ordinance 2022-15 approving the Ad Valorem Tax Millage Rate passed unanimously.

The motion to adopt on first reading Ordinance 2022-16 approving the Fiscal Year 2022-2023 Annual Budget passed unanimously.

**ORDINANCE 2022-17 CODE AMENDMENT – FIRE AND POLICE PENSION**

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2022-17 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 4, “PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES,” OF ARTICLE V, “PENSIONS AND RETIREMENT SYSTEMS,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, “CREATION OF TRUST AND DEFINITIONS,” SECTION 2-161, “BENEFIT AMOUNTS,” AND SECTION 2-163, “CONTRIBUTIONS,” TO AMEND THE CALCULATION OF POLICE OFFICER RETIREMENT BENEFITS TO INCREASE THE MULTIPLIER USED TO CALCULATE RETIREMENT BENEFITS, MODIFY THE MAXIMUM CAP AND INCREASE THE EMPLOYEE CONTRIBUTION FOR POLICE OFFICER MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the Ordinance was to address the changes that were made to the Police pension benefit amounts as a result of negotiations and a new Collective Bargaining Agreement between the Village and the Police Benevolent Association. Mr. Rubin stated that the Fire pension benefits had been revised previously. Mr. Rubin reviewed and explained the changes to the Police pension benefits.

Councilmember Mullinix expressed his appreciation to the unions for working with the Village to give the firefighters and police officers better benefits.

Thereafter, the motion to adopt on first reading Ordinance 2022-17 passed unanimously.

**ORDINANCE 2022-12 CODE AMENDMENT – THREE TIER ASSESSMENT STRUCTURE FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES – RE-ADOPTION**

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt and enact on second reading Ordinance 2022-12 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 30, “STORMWATER MANAGEMENT UTILITY,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 30-6, “STORMWATER MANAGEMENT UTILITY ASSESSMENTS,” TO CREATE THREE TIERS FOR ASSESSMENTS IMPOSED AGAINST IMPROVED SINGLE-FAMILY RESIDENTIAL PROPERTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained the statute prescribed for noticing ordinances. The notice for the ordinance’s initial second reading did not meet the minimum noticing requirements, specifically the meeting date and time of the scheduled hearing were inadvertently omitted from the notice. In order to meet the statutory requirements and to avoid any challenges to the validity of the ordinance, the Notice of Public Hearing was re-published to include all required information.

Mayor Searcy opened the public hearing.

**ORDINANCE 2022-12 CODE AMENDMENT – THREE TIER ASSESSMENT STRUCTURE FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES – RE-ADOPTION** *continued*

John Samadi, 512 Marlin Road, expressed his concerns regarding the stormwater assessment to single-family residential properties.

Councilmember Aubrey and Councilmember Mullinix discussed and explained the reasoning behind the stormwater assessment.

There being no further comments from the public, Mayor Searcy closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-12 passed unanimously.

**ORDINANCE 2022-13 CODE AMENDMENT – MEETINGS AND GATHERINGS AT PARKS, PLAYGROUNDS AND RECREATION – RE-ADOPTION**

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2022-13 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 2, “PERMIT,” OF ARTICLE II, “MEETINGS AND GATHERINGS,” OF CHAPTER 20, “PARKS, PLAYGROUNDS AND RECREATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 20-31, “PERMIT REQUIRED,” TO INCREASE THE PERMIT REQUIREMENT THRESHOLD TO TWENTY-FIVE PERSONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained the statute prescribed for noticing ordinances. The notice for the ordinance’s initial second reading did not meet the minimum noticing requirements, specifically the meeting date and time of the scheduled hearing were inadvertently omitted from the notice. In order to meet the statutory requirements and to avoid any challenges to the validity of the ordinance, the Notice of Public Hearing was re-published to include all required information.

Mayor Searcy opened the public hearing.

There being no comments from the public, Mayor Searcy closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-13 passed unanimously.

**ORDINANCE 2022-14 CODE AMENDMENT – REPEAL OF EXEMPT EMPLOYEE EMERGENCY DUTY**

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt and enact on second reading Ordinance 2022-14 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 8, “EMERGENCY MANAGEMENT,” OF THE VILLAGE CODE OF ORDINANCES TO REPEAL ARTICLE III, “EXEMPT EMPLOYEE EMERGENCY DUTY” PROVIDING FOR THE COMPENSATION OF DISASTER-RELATED EMERGENCY WORK DURING A DECLARED STATE OF EMERGENCY; PROVIDING

**ORDINANCE 2022-14 CODE AMENDMENT – REPEAL OF EXEMPT EMPLOYEE  
EMERGENCY DUTY** *continued*

FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin stated that the ordinance was passed on first reading at the previous Council meeting. Mr. Rubin explained that the purpose of the ordinance was to repeal the portion of the Village Code providing for emergency duty compensation for exempt employees during a declared local state of emergency since the recent update to the Village's personnel rules and regulations provided for emergency pay for both non-exempt and exempt employees.

Mayor Searcy opened the public hearing.

There being no comments from the public, Mayor Searcy closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-14 passed unanimously.

**CONSENT AGENDA APPROVED**

Councilmember Mullinix moved to approve the Consent Agenda. Vice Mayor Norris seconded the motion, which passed unanimously. The following items were approved:

Motion approving of a Change Order and Final Payment in the amount of \$23,808 to J.W. Cheatham, LLC for milling, resurfacing and striping of various roadways throughout the Village.

Resolution authorizing the submission of an application for State Aid to Libraries Grant Funding and authorizing execution of the Grant Agreement.

Resolution approving a Blanket Purchase Order for the Public Works Department with Al Packer, Inc. in the total amount of \$30,000 for parts and repairs.

Resolution approving a Blanket Purchase Order for the Public Works Department with Nextran Truck Center, Inc. in the total amount of \$35,000 for parts and repairs.

Receive for file Minutes of the Library Advisory Board Meeting held 7/26/22.

Receive for file Minutes of the Infrastructure Surtax Committee Meeting held 8/15/22.

**RESOLUTION 2022-71 – FIRE RESCUE DEPARTMENT AMBULANCE PURCHASE**

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to adopt Resolution 2022-71 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 FREIGHTLINER M2 4-DOOR CAB WITH PL CUSTOM MEDIUM DUTY AMBULANCE MODULE FROM SOUTH FLORIDA EMERGENCY VEHICLES, LLC PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR AMBULANCES AND EMERGENCY MEDICAL SERVICES VEHICLES; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE PURCHASE AGREEMENT AND ALL REQUIRED DOCUMENTS; DECLARING AN EXISTING 2016 FREIGHTLINER/AEV AMBULANCE AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-71 – FIRE RESCUE DEPARTMENT AMBULANCE PURCHASE  
*continued*

Fire Chief J.D. Armstrong explained that the ambulance purchase was not supposed to take place until 2023 but the ambulance had to be ordered now because all 2023 chassis were purchased. In order to receive an ambulance with a 2024 chassis in the year 2024, the order and purchase had to be made now. Chief Armstrong explained and discussed the pricing in the purchase agreement.

Thereafter, the motion to adopt Resolution 2022-71 passed unanimously.

Discussion – Ad Hoc Residential Code Committee remaining topics to analyze.

Mayor Searcy stated that the Ad Hoc Residential Code Committee was analyzing artificial turf, sheds, detached garages and accessory dwellings and would be bringing back their recommendations. Mayor Searcy asked Council if there were any other topics that they wanted the Committee to analyze.

President Pro Tem Bickel recommended having additional input from the Environmental Committee regarding artificial turf and for the Ad Hoc Committee to discuss pervious and impervious surfaces as they relate to gravel driveways.

Mayor Searcy stated that residents had recommended reviewing landscaping codes for new residential, general parking in residential neighborhoods, and storage of construction materials on job sites.

Discussion ensued between Councilmembers and Mr. Rubin regarding the topics mentioned for the Ad Hoc Residential Code Committee to analyze.

Council agreed to ask the Ad Hoc Residential Code Committee to analyze accessory structures, parking in swales, construction site maintenance, driveway materials and artificial turf. Artificial turf would also be analyzed by the Environmental Committee.

Discussion – Village Manager Recruitment

Mayor Searcy gave a brief history and background of the current Village Manager recruitment process. Mayor Searcy recommended moving forward with the process by reviewing the applications that were received and possibly choosing candidates to interview.

Councilmember Aubrey stated that there needed to be closure on whether or not to move forward with the applications that were received. Councilmember Aubrey expressed his thoughts regarding the candidates and the history of Village managers since his tenure as a Councilmember.

Discussion ensued between the Councilmembers regarding the next step in the Village Manager recruitment process.

Councilmember Mullinix recommended giving Mr. Huff six (6) months as Interim Village Manager and to re-evaluate whether to hire Mr. Huff as the Village Manager at the end of the six (6) months.



Discussion – Village Manager Recruitment *continued*

President Pro Tem Bickel recommended giving Mr. Huff eight (8) months so that there is not any issue with coinciding with the Village's municipal election in March 2023.

Council came to consensus to give Mr. Huff eight (8) months as Interim Village Manager and to re-evaluate whether to hire Mr. Huff as the Village Manager at the end of those eight (8) months. The Village Manager applicants would be notified of the decision.

Mr. Huff thanked Council and expressed his appreciation for their consideration and support.

MAYOR AND COUNCIL MATTERS/REPORTS

President Pro Tem Bickel discussed the concerns that were raised to her from members of the Planning Commission regarding the proposed 200 Yacht Club Drive development.

Discussion ensued between Councilmembers and Mr. Rubin regarding the Planning Commission's purpose and duties as it related to the 200 Yacht Club Drive development.

Mayor Searcy clarified that the proposed lane reduction on U.S. Highway One would be a reduction of the lanes from South Anchorage Drive to North Anchorage Drive. The lanes would stay three lanes wide where the cars would queue up which would be northbound just south of the Parker Bridge and southbound just north of Northlake Boulevard.

Mr. Huff gave an update on the sanitation worker that has been dealing with long Covid for approximately one (1) year. Mr. Huff stated that the sanitation worker was doing okay but was no longer able to work and believed that the sanitation worker was collecting long-term disability. Mr. Huff stated that he would confirm that the sanitation worker was collecting long-term disability and would let Council know.

President Pro Tem Bickel asked if the Village was vetting their temporary workers.

Mr. Huff stated yes.

Mayor Searcy encouraged everyone to see the new luxury cabanas that have been installed at the Country Club pool. Mayor Searcy announced that Coffee with a Cop would be taking place on September 10<sup>th</sup> from 9 a.m. to 12 p.m. in the Library Obert Room and that the first annual corn hole tournament would be taking place at the Community Center on September 17<sup>th</sup> and encouraged residents to attend.

President Pro Tem Bickel confirmed that the Village Manager applicants would be notified of Council's decision regarding the Village Manager recruitment process.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that reconstruction of the FDOT bridge on U.S. Highway One would begin in December of 2023. The Prosperity Farms Road bridge was scheduled to begin around the same time.

Councilmember Mullinix recommended contacting representatives to expedite the reconstruction of the FDOT bridge on U.S. Highway One.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Mr. Huff explained the reasons for the delays on the bridge's reconstruction and discussion ensued between Mr. Huff and Councilmember Mullinix regarding possible solutions to the issue.

COUNCIL AND ADMINISTRATION MATTERS

ATTORNEY-CLIENT SESSION (Anchorage at Southwinds, LLC v. Village of North Palm Beach and Wayne Cameron (Case No. 50-2022-CA-04478-XXXX-MB))

Mayor Searcy announced an Attorney-Client Session stating that the Village Council, Interim Village Manager and Village Attorney would attend.

Mayor Searcy recessed the Regular Council meeting at 8:23 p.m.

Mayor Searcy reconvened the Regular Council meeting at 8:37 p.m. Mayor Searcy announced the termination of the Attorney-Client Session.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:37 p.m.

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Jessica Green, MMC, Village Clerk

## VILLAGE OF NORTH PALM BEACH FINANCE DEPARTMENT

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Samia Janjua, Director of Finance

DATE: September 22, 2022

SUBJECT: **ORDINANCE – 2nd Reading of Final Ad Valorem Tax Millage Rate; and  
2nd Reading of Approved Fiscal Year 2022-2023 Village Budget**

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The attached Ad Valorem Tax Ordinance and Annual Budget Ordinance have been prepared for Council's use in setting the Village's Ad Valorem Tax Millage Rate and Annual Budget for the upcoming 2022-23 fiscal year. Council's budget and millage rate adjustments have been incorporated into Budget Summary and Notice of Proposed Tax Increase advertisements which have been published in the Palm Beach Post prior to the Village's final Ad Valorem Tax Millage Rate and Annual Budget hearing, as required.

The attached Ordinances establish and adopt the Village's Fiscal Year 2022-2023 budget and set its annual millage rate at **\$7.0500 mils. This millage rate is 12.53% above the Village's Fiscal Year 2022-2023 Rolled-Back Rate of \$6.2648 mils.**

This year's Budget Ordinance provides for an appropriation of \$679,800 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan and an appropriation of \$482,550 to be transferred to the Country Club Fund for the following items:

- \$382,550 to finance the Pool & Tennis operations; and
- \$100,000 for the contribution towards the community share of the Country Club Renewal & Replacement Fund

At its September 8<sup>th</sup> Regular Session, Council approved the Millage Ordinance # 2022-15 and Budget Ordinance # 2022-16 on 1<sup>st</sup> Reading without modification.

The attached Ordinances have been prepared and/or reviewed by the Village Attorney for legal sufficiency.

### **Recommendation:**

**The Administration recommends Council actions as outlined below:**

1. Attorney reads title of Ordinance establishing and adopting an Ad Valorem tax millage rate for the fiscal year commencing 10/1/22 and ending 09/30/23.

2. Attorney reads title of Ordinance adopting a budget for the fiscal year commencing 10/01/22 and ending 09/30/23.
3. Motion to adopt an Ordinance establishing the Ad Valorem Tax Millage Rate as required by Statute.
4. Motion to adopt an Ordinance adopting the Budget for Fiscal Year 2022-2023.
5. Staff presentation on BOTH Ad Valorem Tax Millage Rate and Budget.
6. Mayor Opens Public Hearing on BOTH Ad Valorem Tax Millage Rate and Budget.
7. Public Comment.
8. Mayor closes public hearing on BOTH Ad Valorem Tax Millage Rate and Budget.
9. Council discussion on BOTH Ad Valorem Tax Millage Rate and Budget (**if the Council wishes to reduce the Millage Rate below 7.0500 mils, a motion to amend the Ordinance establishing the Ad Valorem Millage Rate should made at this time**).
10. Mayor publicly announces: (1) rolled back rate; (2) percentage INCREASE over rolled back rate; (3) millage rate to be levied.
11. Council vote on Motion to Adopt Ordinance establishing the Ad Valorem Tax Millage Rate on 1<sup>st</sup> reading.
12. Council vote on Motion to Adopt Ordinance adopting the Budget on 1<sup>st</sup> reading.

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WHEREAS, the Village Council and Village Administration of the Village of North Palm Beach, having reviewed the budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”), have established a millage rate to finance said budget and meet the needs and requirements of the Village and its residents.

**Section 1.** The Village Council hereby establishes and adopts an ad valorem tax operating millage rate of 7.0500 mils for Fiscal Year 2022/2023 and an ad valorem debt service millage rate of 0.000 mils for a total ad valorem tax millage rate of 7.0500 mils or \$7.05 per one thousand dollars of taxable assessed property value. This millage rate is 12.53% above the rolled back rate of 6.2648 mils.

Section 3. This Ordinance shall be effective immediately upon adoption and implemented as of October 1, 2022.

PLACED ON SECOND, FINAL READING AND PASSED THIS 22<sup>nd</sup> DAY OF SEPTEMBER, 2022.

MAYOR

VILLAGE CLERK

VILLAGE ATTORNEY

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WHEREAS, on September 8, 2022 and September 22, 2022, the Village Council conducted duly advertised public hearings to review the proposed Annual Budget for the fiscal year commencing October 1, 2022 and ending September 30, 2023 (“Fiscal Year 2022/2023”) and has adopted a final Annual Budget to meet the needs and requirements of the Village and its residents for the upcoming fiscal year.

Section 1. The proposed Annual Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” and incorporated herein by this reference is hereby adopted and established as the Village of North Palm Beach’s Annual Budget for Fiscal Year 2022/2023.

**Section 3.** The Annual Budget includes an appropriation in the amount of \$679,800 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan and an appropriation of \$482,550 to be transferred to the Country Club Fund to both finance pool and tennis operations and contribute toward the community share of the Country Club Renewal and Replacement Fund.

**Section 4.** Except as otherwise provided herein, the Annual Budget establishes limitations on expenditures by fund, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted Ordinance effecting such amendment or transfer.

1 Section 5. The Comprehensive Pay Plan, as set forth in the Annual Budget, is hereby  
2 approved. In the event that an authorized position is vacant and monies are available within a  
3 department's salary appropriation to fund a temporary appointment to the vacant position, the  
4 Village Manager may appoint a temporary employee to fill said vacant position for a period not to  
5 exceed 90 days. Said temporary appointment may be renewable for an additional 90-day period  
6 and may only be made for the period pending the filling of the authorized position by a permanent  
7 employee. The pay for a temporary employee shall be within the pay scale of an approved Village  
8 Pay Plan position. The Village Council may revise the Comprehensive Pay Plan by Resolution  
9 during the Fiscal Year without need to amend this Ordinance.

10  
11 Section 6. The Master Fee Schedule for Fiscal Year 2022/2023, as set forth in the Annual  
12 Budget, is hereby approved and adopted. The Village Council may revise the Master Fee Schedule  
13 by Resolution during the Fiscal Year without need to amend this Ordinance.

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15 Section 7. When the Village receives monies from any private or governmental source by gift,  
16 grant, contribution or revenue share, to which there is attached as a condition of acceptance any  
17 limitation regarding the use or expenditure of the monies received, the funds so received need not  
18 be shown in the Annual Budget nor shall the Budget be subject to amendment or expenditure as a  
19 result of the receipt of said monies. Said monies shall only be disbursed and applied toward the  
20 purposes for which said funds were received. All monies received as contemplated by this section  
21 shall be segregated and accounted for based on Generally Accepted Accounting Principles  
22 (GAAP) and where appropriate, placed into separate and individual Governmental Fund accounts  
23 from which monies are disbursed and applied in accordance with the terms and conditions of the  
24 gift, grant or contribution.

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26 Section 8. The omnibus appropriation and expenditure authorization set forth herein may be  
27 temporarily or permanently suspended by Resolution of the Village Council if at any time it  
28 appears that the projected revenue supporting the above-described budget is below anticipated  
29 levels or may be temporarily or permanently suspended by Resolution of the Village Council for  
30 any other reason or purpose deemed proper by the Village Council.

31  
32 Section 9. Except as otherwise provided herein, in the event a variation from the total budget  
33 appropriation is or becomes necessary, such variation shall only become legally effective upon the  
34 adoption of an amending Ordinance consistent with Florida Statutes, the Village Charter and the  
35 Village Code of Ordinances.

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37 Section 10. All outstanding encumbrances for Non-Capital and Capital Expenditures on  
38 September 30, 2022 shall lapse at that time, and all unexpended Capital Expenditure encumbrances  
39 and appropriations and other encumbrances specifically designated to be carried over to the  
40 subsequent year may be added to the corresponding approved 2022/2023 available budget balances  
41 and be simultaneously re-appropriated for expenditure, as previously approved in the 2021/2022  
42 Fiscal Year.

43  
44 Section 11. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for  
45 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,  
46 such holding shall not affect the remainder of this Ordinance.

1 Section 12. All ordinances or parts of ordinances and resolutions or parts of resolutions in  
2 conflict herewith are hereby repealed to the extent of such conflict.  
3

4 Section 13. This Ordinance shall be effective immediately upon adoption and shall be  
5 implemented October 1, 2022.  
6

7 PLACED ON FIRST READING THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2022.  
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9 PLACED ON SECOND, FINAL READING AND PASSED THIS 22<sup>nd</sup> DAY OF  
10 SEPTEMBER, 2022.  
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14 (Village Seal)

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MAYOR

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17 ATTEST:  
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20 VILLAGE CLERK  
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22 APPROVED AS TO FORM AND  
23 LEGAL SUFFICIENCY:  
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25 \_\_\_\_\_  
26 VILLAGE ATTORNEY



# Combined Budget Summary (General Fund & Enterprise Funds)

FY 2023

This is a combined budget summary for the General Fund, Country Club Fund and the Stormwater Utility Fund.

Combined Budget Summary		FY 2022 Adopted Budget	FY 2023 Tentative Budget	% increase / (decrease)	\$ increase / (decrease)
Millage Rate <i>(General Fund Only)</i>		\$7.05	\$7.05	0%	\$0
Budgeted Positions	Full-Time	150	156	+6	N/A
	Part-Time	109	108	-1	
Revenues					
Ad-Valorem Taxes		\$17,615,577	\$19,860,848	12.75%	\$2,245,271
Non Ad-Valorem Assessment		518,112	500,000	-3.50%	(\$18,112)
Utility Service Taxes		2,597,955	2,636,753	1.49%	38,798
Franchise Fees		1,298,000	1,381,000	6.39%	83,000
Sales & Use Taxes		287,881	303,226	5.33%	15,345
Licenses & Permits		1,310,200	1,625,500	24.07%	315,300
Intergovernmental		1,477,720	1,653,100	11.87%	175,380
Charges for Services		1,778,380	1,896,775	6.66%	118,395
Fines & Forfeitures		121,112	125,750	3.83%	4,638
Golf Greens/Cart/Walking fee		2,510,000	3,300,000	31.47%	790,000
Club membership revenues		1,070,500	1,139,700	6.46%	69,200
Golf shop revenues		462,500	668,000	44.43%	205,500
Driving range revenues		375,000	477,600	27.36%	102,600
Restaurant revenues		328,000	365,000	11.28%	37,000
Tennis & Pool Revenues		713,300	858,840	20.35%	145,180
Interest revenues		139,902	35,530	-74.60%	(104,372)
Transfer In		378,550	482,550	27.47%	104,000
Miscellaneous revenues		259,899	35,150	-86.48%	(224,749)
Total Revenues		\$33,242,588	\$37,344,962	12.34%	\$4,102,374
Expenses					
General Government		\$3,428,083	\$3,798,695	10.81%	\$370,612
Public Safety		10,517,083	12,142,013	15.45%	1,624,930
Public Works		6,029,558	6,221,170	3.18%	191,612
Community Development		1,746,989	1,695,666	-2.94%	(51,323)
Leisure Services		2,351,797	2,893,594	23.04%	541,797
Reserves & Contingencies		285,412	396,497	38.92%	111,085
Debt Service		2,282,736	2,327,786	1.97%	45,050
Transfer Out		1,038,550	1,162,350	11.92%	123,800
Golf		3,509,129	4,269,079	21.66%	759,950
Clubhouse Grounds		513,067	630,783	22.94%	117,716
Pool & Tennis		1,173,581	1,375,129	17.17%	201,548
Country Club Admin and F&B		366,603	432,200	17.89%	65,597
Total Expenses		\$33,242,588	\$37,344,962	12.34%	\$4,102,374
Net		\$0	\$0		\$0

# General Fund Budget Summary

FY 2023

The General Fund is used to account for most of the day-to-day operations of the Village, which are financed from property taxes, fees, licenses, permits, fines and forfeitures, intergovernmental and other general revenue. A brief budget summary is provided below.

	Actual 09/30/2020	Actual 09/30/2021	FY 2022 Adopted Budget	FY 2023 Tentative Budget	% increase / (decrease)	\$ increase / (decrease)
<b>Millage Rate</b>	<b>\$7.5000</b>	<b>\$7.5000</b>	<b>\$7.0500</b>	<b>\$7.0500</b>	<b>0%</b>	<b>\$0</b>
<b>Revenues</b>						
Ad-Valorem Taxes	\$16,991,314	\$17,629,392	\$17,615,577	\$19,860,848	12.75%	\$2,245,271
Utility Service Taxes	2,558,092	2,539,175	2,597,955	2,636,753	1.49%	38,798
Franchise Fees	1,304,936	1,354,110	1,298,000	1,381,000	6.39%	83,000
Sales & Use Taxes	273,428	283,233	287,881	303,226	5.33%	15,345
Licenses & Permits	1,320,361	1,574,640	1,310,200	1,625,500	24.07%	315,300
Intergovernmental	2,057,271	1,826,787	1,477,720	1,653,100	11.87%	175,380
Charges for Services	2,171,956	1,727,413	1,778,380	1,896,775	6.66%	118,395
Fines & Forfeitures	195,198	153,849	121,112	125,750	3.83%	4,638
Interest	490,498	70,891	129,902	35,530	-72.65%	(94,372)
Capital Lease Acquisitions	1,009,529	1,682,018	0	0	0.00%	\$0
Miscellaneous	160,151	296,240	11,680	11,600	-0.68%	(80)
<b>Total Revenues</b>	<b>\$28,532,733</b>	<b>\$29,137,747</b>	<b>\$26,628,407</b>	<b>\$29,530,082</b>	<b>10.90%</b>	<b>\$2,901,675</b>
<b>Expenditures</b>						
General Government	\$3,262,340	\$3,504,047	\$3,428,083	\$3,798,695	10.81%	\$370,612
Public Safety	10,102,249	10,550,874	10,517,083	12,142,013	15.45%	1,624,930
Public Works	5,443,660	5,456,227	5,511,446	5,721,170	3.81%	209,724
Community Development	1,385,314	1,295,219	1,746,989	1,695,666	-2.94%	(51,323)
Leisure Services	2,305,311	1,709,542	2,351,797	2,893,594	23.04%	541,797
Debt Service	1,436,689	1,597,170	1,849,047	1,894,097	2.44%	45,050
Capital Lease Acquisitions	1,008,489	1,682,018	0	0	0.00%	0
Reserves & Contingencies	350,367	71,307	185,412	222,497	20.00%	37,085
Transfers Out	644,475	899,280	1,038,550	1,162,350	11.92%	123,800
<b>Total Expenditures</b>	<b>\$25,938,893</b>	<b>\$26,765,685</b>	<b>\$26,628,407</b>	<b>\$29,530,082</b>	<b>10.90%</b>	<b>\$2,901,675</b>
<b>Net Revenue Over Expense</b>	<b>\$2,593,841</b>	<b>\$2,372,062</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

# Enterprise Funds Budget Summary

FY 2023

The Village has two Enterprise Funds: The Country Club Fund and the Stormwater Management Utility Fund. A brief description and budget summary for each is fund is provided below:

## Country Club

The Country Club is an Enterprise Fund used to account for operations of the Village's Golf & Country Club, where the costs of providing goods and services to the general public on a continuing basis are primarily financed or recovered through user charges. The Country Club accounts for the following operations: Country Club Administration, Clubhouse Grounds, Golf, Tennis, Pool and Food & Beverage.

	Actual 9/30/2020	Actual 9/30/2021	FY 2022 Adopted Budget	FY 2023 Tentative Budget	% increase/ (decrease)	\$ increase / (decrease)
<b>Revenue</b>						
Golf Greens/Cart/Walking Fees	\$2,181,361	\$2,821,772	\$2,510,000	\$3,300,000	31.47%	\$790,000
Golf Shop revenues	325,038	437,186	462,500	668,000	44.43%	205,500
Driving Range revenues	314,177	509,455	375,000	477,600	27.36%	102,600
Membership revenues	832,888	1,049,617	1,070,500	1,139,700	6.46%	69,200
Restaurant revenues	79,638	311,307	328,000	365,000	11.28%	37,000
Tennis revenues	0	578,212	596,300	705,480	18.31%	109,180
Pool revenues	0	129,996	117,000	153,000	30.77%	36,000
Interest revenues	0	133	10,000	0	-100.00%	(10,000)
Sale of Surplus	1,458	0	0	0	0.00%	0
Transfer from General Fund	0	274,000	378,550	482,550	27.47%	104,000
Appropriated Retained Earnings	0	0	227,319	0	-100.00%	(227,319)
Miscellaneous	35,350	121,909	20,900	23,550	12.68%	2,650
<b>Total Revenues</b>	<b>\$3,769,909</b>	<b>\$6,233,588</b>	<b>\$6,096,069</b>	<b>\$7,314,880</b>	<b>19.99%</b>	<b>\$1,218,811</b>
<b>Expenses</b>						
<b>Personnel Costs</b>	\$977,836	\$1,691,556	\$2,043,420	\$2,390,532	16.99%	\$347,112
<b>Operating Costs</b>						
Golf	2,136,847	2,553,202	2,447,000	2,762,350	12.89%	315,350
Food & Beverage	31,318	13,659	15,000	20,000	33.33%	5,000
Country Club Administration	21,516	24,470	28,500	48,100	68.77%	19,600
Clubhouse Grounds	326,298	382,602	434,615	556,030	27.94%	121,415
Tennis	0	136,378	176,150	181,836	3.23%	5,686
Pool	0	178,790	182,695	207,794	13.74%	25,099
Insurance & General Liability	28,139	21,748	25,000	25,000	0.00%	0
Attorney Fees	4,044	8,695	10,000	7,549	-24.51%	(2,451)
<b>Capital Outlay</b>	36,661	191,059	200,000	508,000	154.00%	308,000
<b>Debt Service</b>	433,689	433,689	433,689	433,689	0.00%	0
<b>Reserve</b>	0	0	100,000	174,000	74.00%	74,000
<b>Total Expenses</b>	<b>\$3,996,348</b>	<b>\$5,635,847</b>	<b>\$6,096,069</b>	<b>\$7,314,880</b>	<b>19.99%</b>	<b>\$1,218,811</b>
<b>Revenues over (under) expenses</b>	<b>(\$226,438)</b>	<b>\$597,741</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

# Enterprise Funds Budget Summary

FY 2023

## Stormwater Management Utility Fund

The Stormwater Management Utility Fund is an enterprise fund into which all revenues from the Stormwater Management Utility Assessments, grants, and other funding sources are deposited and expenditures relating to the stormwater management system are paid. The amount of the Stormwater Management Utility Assessment is based on the estimated amount of stormwater runoff generated by impervious surfaces located on parcels of real property within the Village.

	<b>FY 2022 Adopted Budget</b>	<b>FY 2023 Tentative Budget</b>	<b>% increase/ (decrease)</b>	<b>\$ increase / (decrease)</b>
<b>Revenue</b>				
Non Ad-Valorem Assessment	\$518,112	\$500,000	-3.50%	(\$18,112)
<b>Total Revenues</b>	<b>\$518,112</b>	<b>\$500,000</b>	<b>-3.50%</b>	<b>(\$18,112)</b>
<b>Expenses</b>				
Public Works	\$518,112	500,000	-3.50%	(18,112)
<b>Total Expenses</b>	<b>\$518,112</b>	<b>\$500,000</b>	<b>-3.50%</b>	<b>(\$18,112)</b>
<b>Revenues over (under) expenses</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>

**VILLAGE OF NORTH PALM BEACH  
VILLAGE ATTORNEY'S OFFICE**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: September 22, 2022

SUBJECT: **ORDINANCE 2<sup>nd</sup> Reading** – Adoption of amendments to Police Officer Pension Plan to incorporate changes set forth in the newly adopted Collective Bargaining Agreement

---

Through the adoption of Resolution 2022-29 on April 14, 2022, the Village Council ratified a new Collective Bargaining Agreement ("CBA") between the Village and the Police Benevolent Association of Palm Beach County, Inc. The new CBA modified certain provisions applicable to the pension benefits for police officer members, and these amendments need to be incorporated into the Village Code.

The attached Ordinance amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinances to reflect the terms of the new CBA as follows:

- Sections 2-159 and 2-161 are amended to raise the cap on retirement benefits from seventy-five percent (75%) to eighty percent (80%) of average monthly earnings for police officers who retire on and after October 1, 2022.
- Section 2-161 is amended to increase the multiplier used to calculate the normal retirement benefit from 2.75% to 3.0% for credited service on and after October 1, 2022.
- Section 2-163 is amended to increase employee contributions for police officer members from seven percent (7%) to:
  - Eight and one-half percent (8.5%) effective the first payroll after October 1, 2022;
  - Ten percent (10%) effective the first payroll after October 1, 2023; and
  - Indicate that state contributions pursuant to Chapter 175/185 (portion of state premium tax collections on property and casualty insurance policies written within the Village) are applied to reduce the Village's annual contributions.

As indicated at the time the CBA was ratified, the enhancements to the pension benefits will have minimal to no financial impact to the Village. Based on the actuarial analysis completed during union negotiations, the additional contributions should be adequate to offset the increase in the pension benefit.

The attached Ordinance has been prepared and/or reviewed for legal sufficiency by this office. At its September 8<sup>th</sup> meeting, the Village Council adopted the Ordinance on first reading by a unanimous vote.

**Recommendation:**

**Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Chapter 2 of the Village Code of Ordinances to modify the pension benefits and contributions for police officer members as set forth in the Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc. in accordance with Village policies and procedures.**

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENT SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, "CREATION OF TRUST AND DEFINITIONS," SECTION 2-161, "BENEFIT AMOUNTS," AND SECTION 2-163, "CONTRIBUTIONS," TO AMEND THE CALCULATION OF POLICE OFFICER RETIREMENT BENEFITS TO INCREASE THE MULTIPLIER USED TO CALCULATE RETIREMENT BENEFITS, MODIFY THE MAXIMUM CAP AND INCREASE THE EMPLOYEE CONTRIBUTION FOR POLICE OFFICER MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village sponsors a retirement plan for its police officer and firefighter employees known as the Village of North Palm Beach Fire and Police Retirement Fund, which is administered by a Board of Trustees;

WHEREAS, the Village and the Palm Beach County Police Benevolent Association, Inc. have agreed to a new Collective Bargaining Agreement that provides for changes to the Plan, specifically, an increase in the maximum cap on retirement benefits, an increase in the benefit multiplier, increases to the employee contributions rates, and a statement that Chapter 175 and 185 monies received from the State of Florida shall be used to offset the Village's contribution; and

WHEREAS, the Village Council wishes to amend the Plan to incorporate these changes and determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the Village and its residents.

NOW, THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing "whereas" clauses are hereby ratified as true and are incorporated herein.

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinances as follows (additional language is underlined and deleted language is ~~stricken through~~):

**Sec. 2-159. Creation of trust and definitions.**

(a) *Creation of trust.* A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide retirement, survivor and disability benefits as provided by this division. The system

1 shall be known as the Village of North Palm Beach Fire and Police Retirement  
2 Fund and is intended to be a tax qualified plan under Internal Revenue Code Section  
3 401(a) and meet the requirements of a governmental plan as defined in Internal  
4 Revenue Code Section 414(d).

5  
6 (b) *Definitions.* As used herein, unless otherwise defined or required by  
7 the context, the following words and phrases shall have the meaning indicated:  
8

9 *Accrued benefit* means the portion of a member's normal retirement benefit  
10 which is considered to have accrued as of any date, as follows:  
11

- 12 (1) A member's accrued benefit for years of credited service earned  
13 before October 1, 2018 shall be equal to the sum of two and one-  
14 half percent of the member's average monthly earnings multiplied  
15 by the member's credited service for the first twenty-four (24) years;  
16 zero (0) percent of the member's average monthly earnings  
17 multiplied by the member's credited service for each year after  
18 twenty-four (24) years up to thirty (30) years; and two (2) percent of  
19 the member's average monthly earnings multiplied by the member's  
20 credited service for each year in excess of thirty (30) years.  
21
- 22 (2) A member's accrued benefit for years of credited service earned on  
23 and after October 1, 2018 (provided the member was employed by  
24 the Village on or after July 11, 2019) shall be equal to two and three-  
25 fourths percent per year of service. For Police Officers and  
26 Firefighters who retire prior to October 1, 2022, the total accrued  
27 benefit shall not be greater than seventy-five (75) percent of average  
28 monthly earnings at the time of retirement (including entry into the  
29 DROP), but in all cases the accrued benefit earned on and after  
30 October 1, 2018 shall be at least two and three-fourths percent per  
31 year of service on and after October 1, 2018. For Firefighters and  
32 Police Officers who retire on and after October 1, 2022, the total  
33 accrued benefit shall not be greater than eighty (80) percent of  
34 average monthly earnings at the time of retirement (including entry  
35 into the DROP), but in all cases the accrued benefit earned on and  
36 after October 1, 2018 shall be at least two and three-fourths percent  
37 per year of service on and after October 1, 2018.  
38
- 39 (3) For purposes of this calculation, average monthly earnings and  
40 credited service as of the date of determination shall be used. The  
41 accrued benefit is considered to be payable in the plan's normal form  
42 commencing on the member's normal retirement date, with such  
43 date determined as through the member remains in full-time  
44 employment with the employer.  
45

46 \* \* \*  
47

1           **Sec. 2-161. Benefit amounts.**

2  
3           (a)     *Normal retirement benefit.*

4  
5           (1)     *Amount.* Each member who retires on or after the member's normal  
6 retirement date shall be eligible to receive a normal retirement  
7 benefit commencing on the member's actual retirement date. In all  
8 cases, the benefit provided for years of service on and after October  
9 1, 2018 shall be at least two and three-fourths percent of average  
10 monthly earnings per year of service (provided the member was  
11 employed by the village on and after July 11, 2019). The monthly  
12 normal retirement benefit shall be calculated as follows:

13  
14                     *For Police Officer members:* An amount equal to the sum of two  
15 and one-half percent of the member's average monthly earnings  
16 multiplied by the member's credited service prior to October 1,  
17 2018; and two and three-fourths percent for credited service on or  
18 after October 1, 2018 (provided the member remained employed by  
19 the Village as a police officer on or after July 11, 2019); and three  
20 percent for credited service on and after October 1, 2022. On and  
21 after October 1, 2022, a A Police Officer retiree's maximum monthly  
22 pension benefit shall not exceed ~~seventy five (75)~~ eighty (80)  
23 percent of the retiree's average monthly earnings as that term is  
24 defined in Section 2-159 above; for retirements prior to October 1,  
25 2022, the maximum benefit is 75% of average monthly earnings.

26  
27                     *For Firefighter members:* An amount equal to the sum of two and  
28 one-half percent of the member's average monthly earnings  
29 multiplied by the member's credited service prior to October 1,  
30 2018; and two and three-fourths percent for credited service on or  
31 after October 1, 2018 (provided the member remained employed by  
32 the Village as a firefighter on or after July 11, 2019). On and after  
33 October 1, 2022, a Firefighter retiree's maximum monthly pension  
34 benefit shall not exceed eighty (80) percent of the retiree's average  
35 monthly earnings as that term is defined in Section 2-159 above; for  
36 retirements prior to October 1, 2022, the maximum benefit is 75%  
37 of average monthly earnings.

38                                     \* \* \*

39  
40  
41           **Sec. 2-163. Contributions.**

42  
43           (a)     *Member contributions.*

44  
45           (1)     *Amount.* Members of the plan shall make regular contributions to  
46 the fund at rate equal to two (2) percent of their respective earnings.  
47



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- (iii) Effective with the second payroll period following adoption of Ordinance No. 2019-11, the Firefighter member contribution shall increase from five (5) percent of earnings to seven (7) [percent] of earnings.
- (iv) Effective the first full payroll period after September 30, 2022, the Firefighter member contribution shall increase from seven (7) percent to seven and one-half (7.5) percent.
- (v) Effective the first full payroll period after September 30, 2023, the Firefighter member contribution shall increase from seven and one-half (7.5) percent to eight (8) percent.
- (vi) Effective the first full payroll period after September 30, 2024, the Firefighter member contribution shall increase from eight (8) percent to eight and one-half (8.5) percent.
- (vii) During DROP, the Firefighter member shall contribute four (4) percent of earnings, with three (3) percent credited to the member's DROP account and one (1) percent applied to the Pension Plan.

- (2) *Duration.* The village shall pick-up, rather than deduct from each member's pay, beginning with the date of employment, two (2) percent of the member's basic compensation. The monies so picked-up shall be deposited in the fund on a monthly basis. An account record shall be maintained continuously for each member. Pick-up contributions shall continue until death, disability or termination of service, whichever shall occur first. Contributions shall remain in the fund unless withdrawn as provided in the plan. No member shall have the option to choose to receive the contributed amounts directly instead of having them paid by the village directly to the plan. All such pick-up contributions by the village shall be deemed and be considered as part of the member's accumulated contributions and subject to all provisions of the plan pertaining to accumulated contributions of members. The intent of this provision is to comply with Section 414(h)(2) of the Internal Revenue Code. For paying Social Security taxes, and for such other purposes except as specified in this plan, the amount of employee contributions "picked-up" or paid by the village will be added to the amount distributed on a current basis in order to determine total wages, salary, pay or compensation. In the event that the employer agrees to assume and pay member contributions in lieu of direct contributions by the member, such contributions shall accordingly be paid into the plan on behalf of the members. No member subject to such agreement shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the

1 employer directly to the plan. All such contributions by the  
2 employer shall be deemed and considered as part of the member's  
3 accumulated contributions and subject to all provisions of this plan  
4 pertaining to accumulated contributions of members. The intent of  
5 this language is to comply with section 414(h)(2) of the Internal  
6 Revenue Code.

7  
8 (3) *Interest.* Interest shall be credited to member contributions as of  
9 September 30 of each year at a rate equal to the change in the  
10 consumer price index, published by the U.S. Bureau of Labor  
11 Statistics, over the twelve-month period ending on the previous June  
12 30. The maximum rate for any year shall be seven (7) percent and  
13 the minimum rate shall be zero (0) percent.

14  
15 (4) *Guaranteed refund.* All benefits payable under this plan are in lieu  
16 of a refund of accumulated contributions. In any event, however,  
17 each member shall be guaranteed the payment of benefits on his  
18 behalf at least equal in total amount to his accumulated  
19 contributions.

20  
21 (b) *State contributions.* Any monies received or receivable by reason of  
22 the laws of the State of Florida for the express purpose of funding and paying for  
23 the benefits of police officers or firefighters shall be deposited in the fund within  
24 the time prescribed by law. Such monies shall be for the sole and exclusive use of  
25 members or may be used to pay extra benefits for members. The State contributions  
26 pursuant to Chapters 175/185 are applied to reduce the Village's annual  
27 contribution.

28  
29 (c) *Employer contributions.* So long as this plan is in effect, the  
30 employer shall make contributions to the fund in an amount at least equal to the  
31 difference in each year as between the aggregate member and state contributions  
32 for the year and the total cost for the year as shown by the most recent actuarial  
33 valuation report for the system. The total cost for any year shall be defined as the  
34 total of normal cost plus the additional amount sufficient to amortize the unfunded  
35 actuarial liability in accordance with applicable laws of the State of Florida. The  
36 employer's contribution shall be deposited on at least a quarterly basis. The State  
37 contributions pursuant to Chapters 175/185 are applied to reduce the Village's  
38 annual contribution.

39  
40 (d) *Forfeitures.* Any forfeitures arising shall be applied to reduce future  
41 contributions to the plan. No forfeited amount shall be applied to change benefit  
42 amounts for members.

43  
44 \* \* \*  
45

1        Section 3.     All other provisions of Division 4 of Article V of Chapter 2 of the Village  
2 Code of Ordinances not expressly amended as set forth above shall remain unchanged by the  
3 adoption of this Ordinance.  
4

5        Section 4.     The provisions of this Ordinance shall become and be made part of the Code  
6 of the Village of North Palm Beach, Florida.  
7

8        Section 5.     If any action, paragraph, sentence, clause, phrase or word of this Ordinance  
9 is for any reason held be a court of competent jurisdiction to be unconstitutional, inoperative or  
10 void, such holding shall not affect the remainder of this Ordinance.  
11

12       Section 6.     All ordinance or parts of ordinances and resolutions or parts of resolutions  
13 of the Village of North Palm Beach, Florida, which are in conflict with this Ordinance are hereby  
14 repealed to the extent of such conflict.  
15

16       Section 7.     This Ordinance shall be effective immediately upon adoption.  
17

18 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.  
19

20 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
21 2022.  
22  
23  
24

25 (Village Seal)

\_\_\_\_\_  
MAYOR

26  
27  
28  
29 ATTEST:  
30

31 \_\_\_\_\_  
32 VILLAGE CLERK  
33

34 APPROVED AS TO FORM AND  
35 LEGAL SUFFICIENCY:  
36  
37

38 \_\_\_\_\_  
39 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
VILLAGE MANAGER'S OFFICE**

---

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: April 14, 2022

SUBJECT: **RESOLUTION** – Approval of a Collective Bargaining Agreement with the Palm Beach County Police Benevolent Association ending September 30, 2024.

---

Village staff recommends Village Council adoption of a Resolution approving a Collective Bargaining Agreement between the Village and the Palm Beach County Police Benevolent Association which represents employees in the Village's Police Department. The contract will be effective upon mutual ratification and will end September 30, 2024.

**Summary of the Agreement Changes:**

While the negotiations included minor changes to the agreement to reflect current practices and/or clarify intent, most of the discussion focused on salary and benefits. Changes to the agreement include the following:

**Bereavement Leave:**

- Increased the bereavement leave in the event of the death of an employee's father, mother, spouse or child from three to four days.

**Sick Leave:**

- Added domestic partners to the list of individuals for whom an employee can use sick leave in order to provide necessary care during an illness or medical treatment.
- Allows beneficiaries of an employee who dies in the active performance of duties to receive payment equal to 100% of the employee's unused sick leave.

**Paid Holidays:**

- Consistent with Village policy, Juneteenth (June 19th) was added as a paid holiday. Total paid holidays under the contract increased from eleven (11) to twelve (12).
- Provide premium pay (1 ½ times regular pay) for hours worked during a holiday.

**Take Home Vehicles:**

- Established that take home vehicles are discretionary and that the Village Manager may revoke vehicle use if it is not fiscally or operationally justified.

**Pension:**

- Pension benefits were increased to provide for a cap on retirement benefits from 75% to 80% of average final compensation.
- The multiplier will increase from 2.75% to 3%.
- Increases employee retirement contributions from 7% to:
  - 8.5% effective October 1, 2022, and
  - 10% effective October 1, 2023.



- Village match of Chapter 457 Deferred Compensation Plan increases at a rate of fifty cents (\$0.50) for every dollar (\$1.00) contributed up to a maximum of (\$120) dollars per month (\$1,440 annually). The Village's contribution limit is doubled the amount in the previous contract.

#### Wages:

- A Compensation Step Plan will be enacted in place of the existing Merit Plan:
  - For FY 2022, the step plan increases the minimum wage for Officers and Sergeants by 4%. The Records Clerk position does not receive an adjustment to the minimum wage. Each step beyond the minimum represents an increase of 3.5%. Employees will receive a lump sum payment of \$1,000 in lieu of retroactive payments back to October 1.
  - For FY 2023 and FY 2024, the step plan increases the minimum wage for Officers and Sergeants by 4%. The Records Clerk position does not receive an adjustment to the minimum wage. Each step beyond the minimum represents an increase of 3.5%.
- Employee's pay will increase based upon the increase in the step plan on October 1 of each year. The only exception is that pay for FY 2022 will increase on the first full payroll following ratification as employees are slotted into their respective pay steps and those who have received satisfactory performance evaluations since October 1 are moved to the next step in the plan.
- Employees will advance one step in the schedule on their anniversary if a satisfactory performance review is attained.
- With the exception of increases resulting from assignments or promotions, movement in the step plan will be frozen on September 30, 2024. Any subsequent salary increases or progression in the step plan will need to be agreed upon in a subsequent collective bargaining agreement or an MOU.
- Employees who reside more than 25 miles from the Village's Public Safety Building and who are assigned a take home vehicle will be subject to payroll deductions.

#### Cost Impacts:

Actuarial analysis shows that the enhancements to the pension benefits will have minimal to no impact on the Village from a financial perspective. The pension benefit is proposed to be enhanced through an increase in the maximum benefit from 75% to 80% of an employee's average final compensation as well as an increase to the multiplier from 2.75% to 3%. The actuarial analysis completed during negotiations indicated that, in order to adequately fund the benefit enhancements, an increase in funding equivalent to 1.2% of the Police payroll would be required. In the first two years of the contract, employee contributions to pension will increase 3%. It is anticipated that this additional contribution is adequate to offset the increase in the benefit, the rate of salary increases and the increased Village contribution to deferred compensation.

Regarding the wage proposal, the increase in the first year is within the amount budgeted for FY 2022. The anticipated cost of wages in the first year as a result of the contract is \$2.8 million.

#### Resolution:

The attached Resolution has been prepared by the Village Attorney.

#### Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution approving a Collective Bargaining Agreement with Palm Beach County Police Benevolent Association ending September 30, 2024.

## VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Community Development Director

DATE: September 22, 2022

SUBJECT: **MOTION** – Dimensional Exception for RV located at 407 Oyster Road

---

An application has been filed by the property owners, Jose and Laura Mesa, requesting that their existing recreational vehicle (RV) be granted a “dimensional exception” from the size criteria specified in section 18-35.1(6) of the Village Code of Ordinances.

**Background:**

The 1996 Allegro RV was purchased by the property owner in 2001 and is located on the east side of the home. It is not visible from the street and is partially screened by a six (6) foot tall wood fence on the side and neighbors’ hedging. The subject property is a typical single-family lot with a frontage of 80 feet.

**Analysis:**

The RV exceeds the size limitations established in 18-35.1 (6), which limits maximum height to ten (10) feet and maximum length of thirty (30) feet. The RV is approximately eleven (11) feet tall and thirty-two (32) feet in length. The owner has provided documentation that the RV was owned prior to November 2020, and is therefore eligible for the dimensional exception. The subject property owner is utilizing the neighbors’ vegetation to screen the RV and it will need to grow in over the next two years to achieve 90 percent opacity from the abutting property to the east, as required by 18-35-1 8) of the Village Code. The neighbor at 401 Oyster Road has provided an email confirming his agreement to keep the hedges maintained to provide the required screening.

*There is no fiscal impact*

**Recommendation:**

Staff recommends approval with the following conditions: (i) if any of the trees or shrubs on the subject property or on the neighboring property that are currently providing screening are removed, they shall be replaced on the applicant’s property or the neighboring property within six months of their removal; and (ii) the mesh fabric currently being used as screening shall be removed within thirty (30) days.

**Attachments:**

1. Supporting Materials





RV location-  
5 ft rear setback  
11 ft tall, 31 ft long

Existing 6 ft wood  
fence along east  
property line

6 ft high wood  
opaque gate

Oyster Rd

Oyster Rd







## Ahrenholz Alex

---

**From:** Edward Garcia <eddieg@udel.edu>  
**Sent:** Friday, June 17, 2022 12:30 PM  
**To:** Ahrenholz Alex  
**Cc:** Jmesaquality; LAURA MESA.; jmesa@bellsouth.net  
**Subject:** Re: Hedge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Alex,

This is Eddie Garcia, I live at 401 oyster road. We are all good with this - and are getting a quote to get a taller hedge on Tuesday of next week. We will let it grow to cover the RV.

Please let me know if there's anything else you need.

Thanks,

Eddie

On Wed, Jun 15, 2022 at 2:53 PM Laura Mesa <[jmesa@bellsouth.net](mailto:jmesa@bellsouth.net)> wrote:  
Hi Eddie

See email below from Alex Ahrenholz, asking for a letter from you stating that you will let the hedge grow tall enough to screen the RV.

We appreciate all you help!!!!

Thank you so much  
Laura

**From:** Ahrenholz Alex <[aahrenholz@village-npb.org](mailto:aahrenholz@village-npb.org)>  
**Sent:** Wednesday, June 15, 2022 9:22 AM  
**To:** Laura A. Mesa <[lmesa@dssinc.com](mailto:lmesa@dssinc.com)>; Laura Mesa <[jmesa@bellsouth.net](mailto:jmesa@bellsouth.net)>; Morrone Kacy <[kmorrone@village-npb.org](mailto:kmorrone@village-npb.org)>  
**Cc:** [jmesaquality@gmail.com](mailto:jmesaquality@gmail.com); LAURA MESA. <[lauramesa22@gmail.com](mailto:lauramesa22@gmail.com)>  
**Subject:** RE: [External] Re: Application Reference 20212007 - Mesa

**VILLAGE OF NORTH PALM BEACH  
OFFICE OF THE VILLAGE CLERK**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Jessica Green, Village Clerk

DATE: September 22, 2022

SUBJECT: **MOTION – Approval of merit increase for the Village Clerk**

---

Each year, all Village employees are evaluated on their performance during the previous twelve months and typically receive either merit increases based upon a final numeric score or step-plan increases in accordance with collective bargaining agreements. Those performance evaluations are completed by the respective first line supervisors and in conjunction with the respective employee's anniversary (hire) date or date of promotion, whichever is applicable.

Likewise, the Village Clerk is evaluated by all five members of the Village Council. The numeric scores of those five performance evaluations are then averaged and a final score established. That score is then converted to a percentage score, which determines the increase in salary.

The evaluation form consists of nine categories with numerical ratings from zero (below standards) to three (exceptional), as well as a rating of not applicable. This year, out of a possible high score of 135, the Clerk received a score of 120, which equates to an average score of 24, or an average percentage score of 89%. As shown on the attached merit calculation form, the Clerk's merit increase is calculated at 4.4% (89% of 5). The effective date of the merit increase is retroactive to August 8, 2022.

Article IV, section 8(c) of the Village Charter provides that "the compensation of the clerk shall be fixed by the council."

The attached merit calculation form has been reviewed by the Human Resources Department.

**Recommendation:**

**Village Administration requests Council consideration and approval of a motion granting a merit increase of 4.4% to the Village Clerk based on the average score of each Councilmember's performance evaluation and directing Village Administration to process same.**

# Evaluation Worksheet - Conversion from Score to %-age increase

## Village of North Palm Beach

### Evaluation Period - 8/8/21 to 8/8/22

Merit range: 2% - 5%. Employees must receive a minimum of 67% to be eligible for any merit increase.

#### EVALUATION SCORES

1	24.00
2	23.00
3	27.00
4	22.00
5	24.00
<b>TOTAL</b>	<b>120.00</b>

**AVERAGE                      24.00**

	Highest
Weighted Score	Possible Score

<b>COMBINED TOTAL</b>	120.00	135.00
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<b>PERCENTAGE SCORE</b>		89%
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<b>AVERAGED TOTAL</b>	24.00	27.00
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<b>PERCENTAGE SCORE</b>		89%
-------------------------	--	-----

Max for 5% (100% of Possible)		27
Min for 2% (67% of Possible)		18

<b>Percentage Increase to Pay</b>		<b>4.4 %</b>
-----------------------------------	--	--------------

**VILLAGE OF NORTH PALM BEACH  
PUBLIC LIBRARY**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 22, 2022

SUBJECT: **RESOLUTION** - Approval of FY 2023 Blanket Purchase Order for Baker & Taylor

---

In accordance with the Village's purchasing policy, Village Council approval is required for a blanket purchase order when the aggregate fiscal year spending for a vendor is anticipated to exceed \$25,000. Staff is requesting the approval of one blanket purchase order be issued to the following vendor: Baker & Taylor (\$33,000).

The North Palm Beach Library primarily purchases Books from our book wholesaler Baker and Taylor, pursuant to Palm Beach Country Contract #20-004/KP BOOKS, NEW AND POPULAR, LEASED, for the period of 08/01/2022 through 07/31/2023, and is expected to expend \$33,000 for FY 2023:

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-35442	Books, Adult	\$ 18,000
General Fund	Library	A7927-35443	Books, Children	\$ 12,000
General Fund	Library	A7927-35448	Books, Young Adult	\$ 3,000

**This Blanket Purchase Order will be effective October 1, 2022.**

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving the required blanket purchase order with Baker and Taylor at a total cost of \$33,000 with funds expended as follows: \$18,000 from Account No. A7927-35442 (Books-Adult); \$12,000 from Account No. A7927-35443 (Books-Children); and \$3,000 from Account No. A7927-35448 (Books-Young Adult) in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH BAKER AND TAYLOR, LLC. IN AN AMOUNT NOT TO EXCEED \$33,000 FOR VILLAGE LIBRARY BOOKS PURSUANT TO PRICING ESTABLISHED BY STATE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year, and blanket purchase orders in excess of \$25,000 require approval by the Village Council; and

WHEREAS, Village Staff requested approval of a blanket purchase order in the amount of \$33,000 with Baker and Taylor, LLC for the purchase of books pursuant to pricing established in an existing Palm Beach County Contract No. 20-004/KP (Books, New and Popular, Leased Term Contract); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the issuance of a blanket purchase order in the amount of \$33,000 with Baker and Taylor, LLC for the purchase of books pursuant to pricing established in an existing Palm Beach County Contract No. 20-004/KP (Books, New and Popular, Leased Term Contract), with funds expended as follows: \$18,000 from Account No. A7927-35442 (Books-Adult); \$12,000 from Account No. A7927-35443 (Books-Children); and \$3,000 from Account No. A7927-35448 (Books-Young Adult).

Section 3. This Resolution shall take effect October 1, 2022.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



**Purchasing Department**

50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)

**Palm Beach County  
Board of County  
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"



July 12, 2022

Form L

**Baker & Taylor, LLC**  
**Ms. Lee Ann Queen, Director – Pricing Services**  
**3584 Old Maysville Road**  
**Commerce, GA 30529**

**TERM CONTRACT #20004B**

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 Books, New and Popular, Leased based on:

☒ **RENEWAL OF CONTRACT** based on SOLICITATION #20-004/KP in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 08/01/2022 through 07/31/2023, and has an estimated dollar value of \$1,500,000.

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://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Kerry L. Parker, Buyer at 561.616.6824 or [kparker@pbcgov.org](mailto:kparker@pbcgov.org).

Sincerely,

**Samara Cooper**  
**Assistant Director**

c: **Alicia Garrow, Director Library Finance and Administration**  
**File**



**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
IFB #20-004/KP**

**BOOKS, NEW AND POPULAR, LEASED, TERM CONTRACT**

**BID SUBMISSION DATE: MARCH 19, 2020 AT 4:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

**BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**C A U T I O N**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800**



**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

<b>IFB #20-004/KP</b>	<b>IFB TITLE: BOOKS, NEW AND POPULAR, LEASED, TERM CONTRACT</b>	
<b>PURCHASING DEPARTMENT CONTACT: Kerry L. Parker, Buyer</b>		<b>TELEPHONE NO.: (561) 616-6814</b>
<b>FAX NO.: (561) 242-6714</b>	<b>E-MAIL ADDRESS: <a href="mailto:kparker@pbcgov.org">kparker@pbcgov.org</a></b>	

All bid responses must be received on or before March 19, 2020, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, Attention: Kerry L. Parker, Buyer, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

#### 2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and

conditions not specifically stated in the Invitation for Bid.

- b. **COMMERCIAL NON-DISCRIMINATION:**  
**Item 1: Bidder's Representations and Agreement.**

The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**Item 2: Bidder's Agreement to Apply to Subcontracts**

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

- c. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression,

or genetic information. Failure to meet this requirement shall be considered a default of contract.

- d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.
- f. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- g. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.  
  
No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.
- h. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a

particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- i. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- j. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.
- k. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.
- l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The COUNTY shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to

such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years. .

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT**

**THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

- m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- n. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- p. **SCRUTINIZED COMPANIES**
  - 1) **SCRUTINIZED COMPANIES:**  
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

- 2) **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):**  
As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:  
<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

**Item 1 – Policy**

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

**Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements**

In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

**Item 3 – Bid Submission Documentation**

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own

workforce S/M/WBE subcontractor/subconsultant documentation. If applicable, shall be submitted as follows:

**Schedule 1 - List of Proposed Subcontractors/ Subconsultants**

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of this contract with their work force.

**Schedule 2 - Letter of Intent**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

**Item 4 – S/M/WBE Certification**

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at [www.pbcgov.org/oebo](http://www.pbcgov.org/oebo) to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

**Item 5 – Responsibilities After Contract Award**

**Schedule 3 – Subcontractor Activity Form**

The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor/subconsultant has provided services during the period in which the Prime is requesting payment. This

form shall contain the names of all subcontractors/subconsultants, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

#### **Schedule 4 – Payment Certification Form**

A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on this contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors/subconsultants contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the Bidder is required to input all subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a payment application.

#### **Item 6 – S/M/WBE Substitutions**

After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

#### **Item 7 – EBO Program Compliance - Penalties**

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its

Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all non-compliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance,, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
  - b. Withholding of funds;
  - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
  - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
  - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
  2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
  3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
  4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of

Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
  - 1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  - 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
  - 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
  - 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT BE REJECTED.**
  - 7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and



suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

**Bidder shall indicate its agreement to the foregoing by signing the Bid Response Page.**

Bidder's failure to meet these requirements shall render its bid response non-responsive.

#### 4. **BID SUBMISSION TIME / AWARD OF BID**

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. **CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall

be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Successful bidders shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

**PALM BEACH COUNTY  
FINANCE DEPT.  
P.O. BOX 4036  
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

**Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program.** For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's Office. For information, contact the Palm Beach County Clerk & Comptroller at [pbcpaymentmgr@mypalmbeachclerk.com](mailto:pbcpaymentmgr@mypalmbeachclerk.com).

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of

Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

**AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**THIS IS THE END OF "GENERAL CONDITIONS"**



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## SPECIAL CONDITIONS

### 8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

### 10. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

### 11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

### 12. LOCATIONS (ADDITIONS / DELETIONS)

The locations listed herein are now in service. Palm Beach County reserves the sole right to add or delete locations from the contract, if the need should arise, at no additional cost to the County.

### 13. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

### 14. DELIVERY

Palm Beach County will notify the successful bidder as to the time and place of delivery. The quantity to be delivered will depend upon the County's need at the time of request.

Inside delivery shall be required at each library location.

### 15. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

**16. INVOICING AND SHIPPING INSTRUCTIONS**

Bidder shall send original invoice to:

Board of County Commissioners  
Palm Beach County Finance Department  
P. O. Box 4036  
West Palm Beach, FL 33402

Bidder shall also send copy of original invoice to:

Palm Beach County Library System  
Library Annex / Acquisitions  
4289 Cherry Rd.  
West Palm Beach, FL 33409

All costs incurred in shipping and returning books, shall be the responsibility of the successful bidder. All shipments shall contain packing slips indicating the number of copies per title sent, publication date, and back order or cancellation information.

**17. QUANTITY**

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the Bid Response page.

**18. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

**19. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Kerry L. Parker, Buyer, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi-trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by bidder to County on a primary basis.

## SPECIFICATIONS IFB #20-004/KP

### BOOKS, NEW AND POPULAR, LEASED, TERM CONTRACT

#### **PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for leased new and popular adult, teen, children hard cover, trade paperback, mass market, and Spanish titles for the Palm Beach County Library System (PBCLS).

#### **SCOPE OF WORK**

The successful bidder shall have a title database with no less than 500,000 titles, and shall provide hardcover and paperback books, and services necessary to fill orders placed by the County for adult, teen and children leased books, including regular, large print, trade, mass market, and Spanish titles. Books and services for processing, cataloging, and shipping, shall be supplied prepaid to the County. Books shall be processed and shipped monthly to reach each delivery location as close to publication date as possible. The County estimates leasing approximately 90,000 books per year.

#### **THE COUNTY'S RESPONSIBILITIES**

The County shall:

1. Order on an as needed basis.
2. Supply barcode labels, as needed.

#### **SUCCESSFUL BIDDER'S RESPONSIBILITIES**

The successful bidder shall provide all services necessary to fill orders placed by the County for leased books, including, but not limited to, the following:

Platform software and User Logins: shall include, at no additional cost to the County, a platform software system with a minimum of 30 user logins, and compatible with SirsiDynix ILS and Windows 2007 or later.

Training and Support: shall provide training and support to the County staff on the platform software and user logins procedures, at no additional cost to the County.

Customer Service: shall be required to provide an assigned representative for information, to respond to requests, and problems by telephone and e-mail. Representative shall be available Monday through Friday, 8:00 a.m. to 5:00 p.m.

Collection Development Services: shall provide monthly selection lists of popular and bestselling titles in regular and large print, fiction and nonfiction for adult, teen and children, and popular Spanish titles.

Acquisitions Services: shall include an online ordering and invoicing system.

Processing and Cataloging Services: shall provide bibliographic information and physical processing for shelf-ready books.

#### **COLLECTION DEVELOPMENT SERVICES**

1. Selection Sources:
  - a. The successful bidder shall supply a monthly list of current best sellers and other popular books in high demand that are in stock and ready to ship.
  - b. The successful bidder shall supply a monthly list of new and forthcoming titles from which books are to be chosen by the libraries. The monthly list shall include: adult, teen and children, and Spanish regular and large print, of the popular and bestselling books of current fiction and nonfiction; including series and special categories with titles of current interest.
  - c. The County shall select or reject books within the supplier's list of available titles which shall consist of a minimum of 100 annotated titles per month, with the option to order any trade title from forthcoming books or current reviewing media. Filling of orders for bestsellers (New York Times and Publisher's Weekly) must be given first priority by the successful bidder, and shipped immediately.
  - d. For each annotation, the successful bidder must cite professional reviews, large first printing, major advertising, author tours, major motion picture tie-ins, TV tie-ins, paperback rights, serialization in major publications, first novel, and previous titles by the author.
  - e. The successful bidder shall provide an automatic plan for receiving a designated number of copies of New York Times Best Seller List books.

2. Quantity and Fill Rate:

- a. The successful bidder shall have in stock, a sufficient quantity of titles from the monthly selection list/catalog, in order to process and ship within ten (10) days after date of publication. Changes in publication dates shall be the only acceptable exception.
- b. The successful bidder shall provide new books that are guaranteed against defect of materials. If materials are delivered with defects, the vendor shall provide replacement or credit correct number of monthly allotments.

3. Inventory / Allowance:

- a. The successful bidder shall allow each library location to choose to order above or below a monthly allotment of books, as long as the yearly contract allotment is maintained. The monthly allotment of books for a given location may be increased or decreased with thirty (30) days written notice, at the County's discretion. The allotment size by location is not currently available. The successful bidder shall not obligate the County to return a designated number of books per month. The County shall retain, at no charge, up to 40% of items ordered annually. Items that are lost or damaged beyond use will be reported and deducted from the County's leased inventory, at no penalty. The County shall return by quantity, not by title.
- b. The County shall be exempt from all list price limits up to \$40.00, so that a chosen title shall count as one (1) unit without regard to price.

4. Reports:

- a. The successful bidder shall provide each library location with monthly reports on inventory status. This report shall include the number of books ordered, books shipped, books not yet published, released, or canceled and balanced to order.
- b. The successful bidder shall provide a monthly management report summarizing ordering and inventory status, by library location.

#### ACQUISITIONS SERVICES

1. Automated Ordering:

- a. The successful bidder shall have the ability to provide an on line or other type of automated ordering/invoicing system compatible with SirsiDynix ILS and Windows 7 or later, or provide a compatible ordering/invoicing system, at no additional cost to the County.
- b. The successful bidder shall allow all ordering to be placed at a central site, with shipments being sent to each library location.
- c. The successful bidder shall provide training to library staff on the ordering system and procedures, at no additional cost to the County.

#### PROCESSING AND CATALOGING SERVICES

1. Processing:

- a. The successful bidder shall provide and attach protective Mylar covers for books with dust jackets or attach protective laminate covers on all paperback books.
- b. The successful bidder shall provide an exterior label showing the library name, and the owning branch library name and address. The title's shelf location, or classification, shall be displayed on the book spine. These labels shall be affixed under the protective coverings.
- c. The successful bidder shall provide and attach a blank matte label (1-3/4" x 1/2") on the outside of the protective covers and below the exterior library label. No protective covering should be applied to this label.
- d. The successful bidder shall provide and attach a barcode label to each book. Barcode labels may be supplied by the County for use by the successful bidder, or the successful bidder may create barcode labels according to specifications provided by the County.
- e. The successful bidder shall provide and attach a programmed universal RFID tag to each book, located inside the back cover, near the spine, randomly placed top to bottom. The universal RFID tag shall be programmed by the successful bidder to match the barcode. The universal RFID tag must be compatible with the current library security system.
- f. The barcode labels shall be attached to the front cover, upper left corner, protected underneath the Mylar cover, or by a laminate.
- g. The spine labels shall be attached on the bottom spine edge protected by either the Mylar cover or laminate.

## 2. Cataloging:

- a. The successful bidder shall provide a MARC bibliographic record for each unique title, at the time of shipment. The County shall accept either modified AACR2 or RDA cataloging standards for MARC records. These records shall be in electronic format and include individual copy information in a 949 field(s). The County shall provide the successful bidder with required information to create 949 subfields. At this time, the County requires three (3) 949 subfields: call number; item ID; and holding code. The County may add/delete/change the number of fields at their sole discretion at no additional cost to the County.
- b. The successful bidder shall provide access to prepublication title records. Library staff shall be permitted to download these records into our catalog, so that holds may be placed three (3) months in advance of the projected publication date. Pre-publication title records shall include a valid publisher's ISBN as required by SirsiDynix bibliographic record matching protocols. The successful bidder shall provide any training and/or support needed to access and download pre-publication titles, at no additional cost to the County.
- c. The successful bidder shall provide leased fiction titles, with the shelf location, FIC, above the author's entire last name, and biographies have the shelf location, BIO, above the biographies' entire last name. Nonfiction titles are classed according to the latest edition of Dewey Decimal Classification (DDC). DDC numbers should rarely exceed five (5) places beyond the decimal point, never end in a zero, and are usually shortened at the second prime mark (or diagonal slash). Large print, teen, and children leased titles follow the same classification guidelines with the addition of LP, YA, or J at the top of the spine label display. Spanish leased titles shall follow the same classification guidelines specified herein, with the addition of the language designation, SP, at the top of the spine label display.

## 3. Contract Termination:

- a. If the service is terminated, the County shall have a period of ninety (90) days after the effective date of termination in which to return, purchase or otherwise clear the successful bidder's inventory.
- b. The successful bidder shall not charge the County for books lost, damaged, or stolen.

## 4. Contract Turnover:

- a. If the successful bidder is not the current incumbent, the new successful bidder shall ensure that there will be no disruption in leased book service.

**CURRENT DELIVERY LOCATIONS FOR PALM BEACH COUNTY LIBRARY SYSTEM**

Books by Mail - Bookmobile 4289 Cherry Rd. West Palm Beach, FL 33409	Library Annex 4289 Cherry Rd. West Palm Beach, FL 33409
Acreage Branch 15801 Orange Blvd. Loxahatchee, FL 33470	Okeechobee Boulevard Branch 5689 Okeechobee Blvd. West Palm Beach, FL 33417
Main Library 3650 Summit Blvd. West Palm Beach, FL 33406	Royal Palm Beach Branch 500 Civic Center Way Royal Palm Beach, FL 33411
Gardens Branch 11303 Campus Dr. Palm Beach Gardens, FL 33410	West Boca Branch 18685 State Rd. 7 Boca Raton, FL 33498
Belle Glade Branch 725 NW 4 <sup>TH</sup> St. Belle Glade, FL 33430	Tequesta Branch 461 Old Dixie Hwy. North Tequesta, FL 33469
Clarence E. Anthony Branch 375 SW 2 <sup>ND</sup> Ave. South Bay, FL 33493	Hagen Ranch Road Branch 14350 Hagen Ranch Rd. Delray Beach, FL 33446
Greenacres Branch 3750 Jog Rd. Greenacres, FL 33467	West Boynton Branch 9451 Jog Rd. Boynton Beach, FL 33437
Jupiter Branch 705 Military Tr. Jupiter, FL 33458	Lantana Branch 4020 Lantana Rd. Lake Worth, FL 33462
Glades Road Branch 20701 95 <sup>TH</sup> Ave. South Boca Raton, FL 33434	Wellington Branch 1951 Royal Fern Dr. Wellington, FL 33414
Loula V. York Branch 525 Bacom Point Rd. Pahokee, FL 33476	Minimum of three (3) floating collection locations TBD at one of the branches listed

**BID RESPONSE**  
**IFB #20-004/KP**

**BOOKS, NEW AND POPULAR, LEASED, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Leased Books, New And Popular, as specified herein.	90,000	EA	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9?

YES/INITIAL \_\_\_\_\_

Acknowledge Insurance requirements, per Term #19?

YES/INITIAL \_\_\_\_\_

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED**  
**(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

**Commercial Non-Discrimination Certification:**

By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

**\* SIGNATURE:** \_\_\_\_\_

PRINT NAME:

PRINT TITLE:

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

CITY / STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE # (     )

E-MAIL:

TOLL FREE # (     )

FAX #: (     )

APPLICABLE LICENSE(S) NUMBER # \_\_\_\_\_ TYPE: \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

## QUALIFICATION OF BIDDERS REFERENCES FOR IFB #20-004/KP

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b>  <b>FAX:</b>	<b>CELL PHONE:</b>  <b>EMAIL:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b>  <b>FAX:</b>	<b>CELL PHONE:</b>  <b>EMAIL:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b>  <b>FAX:</b>	<b>CELL PHONE:</b>  <b>EMAIL:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

**FIRM NAME:** \_\_\_\_\_

## CERTIFICATION OF BUSINESS LOCATION

### IFB #20-004/KP

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a: \_\_\_\_\_

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
 \_\_\_\_\_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_ Headquarters located in the Glades  
 \_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
 (Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)



## DRUG-FREE WORKPLACE CERTIFICATION

### IFB #20-004/KP

**IDENTICAL TIE BIDS/QUOTES** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_

NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_

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

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT** ON THIS PROJECT.  
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_

Signature

Title

- Note:
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

## OEBO LETTER OF INTENT – SCHEDULE 2

**A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

**(Check box(es) that apply)**

☐ SBE   ☐ WBE   ☐ MBE   ☐ M/WBE   ☐ Non-S/M/WBE   Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column **if applicable**):

**Column 1**

**Column 2**

**Column 3**

☐ Male   ☐ Female

☐ African-American/Black   ☐ Asian American   ☐ Caucasian American

☐ Supplier

☐ Hispanic American   ☐ Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**

\_\_\_\_\_  
 Print Name of Prime

\_\_\_\_\_  
 Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
 Authorized Signature

By: \_\_\_\_\_  
 Authorized Signature

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OEBO SCHEDULE 3  
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT # \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge \_\_\_\_\_  
(Signature)
(Title)

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

## OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify  
that \_\_\_\_\_ received a  
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ from \_\_\_\_\_  
(Prime Contractor Name)

On \_\_\_\_/\_\_\_\_/\_\_\_\_ for my \_\_\_\_ Invoice for labor and/or materials supplied  
MM      DD      YYYY      Month

On \_\_\_\_\_ / \_\_\_\_\_  
(Project Name)      (Project No.)

DEPT.: \_\_\_\_\_ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Price or Percentage: \_\_\_\_\_  
 \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

By: \_\_\_\_\_  
 (Signature of Subcontractor/subconsultant)      (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day  
 of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
 Notary Public, State of Florida

\_\_\_\_\_  
 Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH  
PUBLIC LIBRARY**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 22, 2022

SUBJECT: **RESOLUTION** - Approval of FY 2023 Blanket Purchase Order for Bibliotheca, LLC

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In accordance with the Village's purchasing policy, Village Council approval is required for a blanket purchase order when the aggregate fiscal year spending for a vendor is anticipated to exceed \$25,000. Staff is requesting the approval of one blanket purchase order be issued to the following vendor: Bibliotheca, LLC (cloudLibrary) (\$25,000).

Bibliotheca, LLC provides certain products that are unique to the library market and, as such, can only be acquired through Bibliotheca; namely the cloudLibrary digital content platform for accessing eBooks and eAudiobooks (see sole source letter).

The North Palm Beach Library purchases eBooks and eAudiobooks from Bibliotheca, LLC for the cloudLibrary digital content platform, and is expected to expend \$25,000 for FY 2023:

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-35445	Electronic Resources	\$ 25,000

**This Blanket Purchase Order will be effective October 1, 2022.**

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a blanket purchase order with Bibliotheca, LLC at a total cost of \$25,000 with funds expended from Account No. A7927-35445 (Library – Electronic Resources) in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH BIBLIOTHECA, LLC IN AN AMOUNT NOT TO EXCEED \$25,000 FOR VILLAGE LIBRARY ACCESS TO ELECTRONIC BOOKS AND AUDIOBOOKS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year, and blanket purchase orders of \$25,000 or more require approval by the Village Council; and

WHEREAS, Village Staff requested approval of a blanket purchase order in the amount of \$25,000 to Bibliotheca, LLC for sole source access to the cloudLibrary digital content platform for accessing eBooks and eAudiobooks; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the issuance of a blanket purchase order in the amount of \$25,000 with Bibliotheca, LLC for sole source access to the cloudLibrary digital content platform for accessing eBooks and eAudiobooks, with funds expended from Account No. A7927-35445 (Library – Electronic Resources).

Section 3. This Resolution shall take effect October 1, 2022.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

November 26, 2019

Zakariya Sherman, Director  
North Palm Beach Public Library  
303 Anchorage Drive  
North Palm Beach, FL 33408

**RE: cloudLibrary™ Sole Source**

Dear Mr. Sherman,

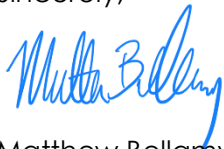
This sole source letter is to confirm that bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through bibliotheca; namely the cloudLibrary™ digital content platform for accessing eBooks and eAudiobooks. cloudLibrary™ has many features that make it unique:

- | cloudLink allows library systems or consortia to build and manage multiple private eBook and eAudiobook collections with ease and flexibility. Libraries can join or create a consortium by individually purchasing their own cloudLibrary™ platform and connecting them with cloudLink.
- | North Palm Beach Public Library can join the Florida cloudLink group, which currently comprises 18 libraries and 107,000 digital copies valued at more than \$4,000,000.
- | bibliotheca is the only digital content provider to offer an ownership content and pay-per-use model in the same lending platform. This model provides patrons the extended eBook and eAudiobook content they desire.
- | bibliotheca partners with NovelList for in-app recommendations to drive circulation and increase patron awareness of your digital collection.
- | Your library can display an events calendar within the cloudLibrary™ mobile application, increasing awareness of library programs and events.

In addition, bibliotheca is the developer and sole provider of the cloudLibrary™ checkout module. cloudLibrary™ checkout is a simple mobile in-app checkout experience for digital and physical items.

We look forward to continuing to support the North Palm Beach Public Library for all its current and future digital content goals.

Sincerely,



Matthew Bellamy, President Americas  
Bibliotheca, LLC  
[m.bellamy@bibliotheca.com](mailto:m.bellamy@bibliotheca.com) | 877-207-3127, x119  
3169 Holcomb Bridge Road, Suite 200  
Norcross, GA 30071



**VILLAGE OF NORTH PALM BEACH**  
**VILLAGE MANAGER'S OFFICE**

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: September 22, 2022

SUBJECT: **RESOLUTION** – Approval of a Ninth Amendment to an Agreement for professional grant preparation and management services with RMPK Funding, Inc.

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RMPK Funding, Inc. has been very successful in obtaining and managing grant funding for the Village since 2013. Not only has RMPK assisted in identifying and submitting grant applications, RMPK has updated status reports, managed commencement and closing procedures and submitted grant amendments and grant period extensions. A percentage of the cost to retain RMPK can be reimbursed through grant funding.

Based upon past performance, Village Staff is recommending that the Village Council waive the written quotation process and extend the agreement for another one-year term. The cost for this contract amendment is \$20,000 (\$5,000 per quarter) and shall be effective October 1, 2022.

The Village has had a contractual relationship with RMPK for over eight years. It should be noted that Ryan Ruskay, RMPK's President, is the son of Village staff member, Russ Ruskay.

The attached Resolution and Ninth Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-33190	Professional Services	\$20,000.00

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a Ninth Amendment to the Agreement for Grant Services with RMPK Funding, Inc. at a cost not to exceed \$20,000, with funds expended from Account No. A8028-33190 (Parks and Recreation – Professional Services), and authorizing the Mayor and Village Clerk to execute the Ninth Amendment in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A NINTH AMENDMENT TO THE AGREEMENT FOR GRANT SERVICES WITH RMPK FUNDING, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE NINTH AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2013-05, the Village Council approved an Agreement for Grant Services for RMPK Funding, Inc.; and

WHEREAS, through the adoption of Resolution Nos. 2014-25, 2015-22, 2016-52, 2017-67, 2018-92, 2019-134, 2020-71, 2021-87, the Village Council extended the term of the Agreement and modified the compensation for additional fiscal years through September 30, 2022; and

WHEREAS, the parties wish to enter into a Ninth Amendment to the Agreement to again extend the term for an additional one-year period through September 30, 2023; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Village Council hereby approves the Ninth Amendment to Agreement for Grant Services with RMPK Funding, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Ninth Amendment on behalf of the Village. The compensation for Fiscal Year 2023 shall not exceed \$20,000.00, with funds expended from Account No. A8028-33190 (Parks & Recreation – Professional Services).

Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**NINTH AMENDMENT TO AGREEMENT FOR  
GRANT SERVICES**

This Ninth Amendment is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of North Palm Beach, Florida, a Florida municipal corporation (“VILLAGE”) and RMPK Funding, Inc., a Florida corporation (“CONSULTANT”), whose FEIN is 20-609342.

**RECITALS**

**WHEREAS**, the VILLAGE and CONSULTANT entered into an Agreement for grant preparation and management services dated February 14, 2013 (“Agreement”); and

**WHEREAS**, Section 2(A) of the Agreement provides that the term of the Agreement may be extended upon written agreement of the parties; and

**WHEREAS**, through the execution of an Amendment to the Agreement (“First Amendment”) dated April 10, 2014, the parties extended the term through February 14, 2015; and

**WHEREAS**, through the execution of a Second Amendment to the Agreement (“Second Amendment”) dated February 26, 2015, the parties extended the term through September 30, 2016; and

**WHEREAS**, through the execution of a Third Amendment to the Agreement (“Third Amendment”) dated September 8, 2016, the parties extended the term through September 30, 2017; and

**WHEREAS**, through the execution of a Fourth Amendment to the Agreement (“Fourth Amendment”) dated September 21 2017, the parties extended the term through September 30, 2018; and

**WHEREAS**, through the execution of a Fifth Amendment to the Agreement (“Fifth Amendment”) dated October 25, 2018, the parties extended the term through September 30, 2019; and

**WHEREAS**, through the execution of a Sixth Amendment to the Agreement (“Sixth Amendment”) dated December 12, 2019, the parties extended the term through September 30, 2020; and

**WHEREAS**, through the execution of a Seventh Amendment to the Agreement (“Seventh Amendment”) dated November 12, 2020, the parties extended the term through September 30, 2021; and

**WHEREAS**, through the execution of an Eighth Amendment to the Agreement (“Eighth Amendment”) dated October 11, 2021, the parties extended the term through September 30, 2022; and

**WHEREAS**, the VILLAGE and CONSULTANT wish to again extend the term of the Agreement, subject to the additional terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Agreement and this Ninth Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the VILLAGE and CONSULTANT agree as follows:

1. The Agreement is hereby extended through September 30, 2023, at which time the Agreement shall automatically expire unless extended by written agreement of the parties.

2. The VILLAGE shall pay to CONSULTANT the sum of \$20,000 for services rendered during Fiscal Year 2023 (October 1, 2022 through September 30, 2023). The Village shall remit payment to CONSULTANT on a quarterly basis. The first quarterly payment of \$5,000 shall be due October 15, 2022, with remaining quarterly payments due on or before January 15, 2023, April 15, 2023, and July 15, 2023.

3. All provisions of the Agreement, as amended, to the extent not specifically modified herein, shall remain in full force and effect. In the event of a conflict between the terms of this Ninth Amendment and the Agreement, as previously amended by the First through Eighth Amendments, the terms of this Ninth Amendment shall control.

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

**RMPK FUNDING, INC.**

BY: \_\_\_\_\_  
Ryan A. Ruskay, President

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
Deborah Searcy, Mayor

ATTEST:

BY: \_\_\_\_\_  
Jessica Green, Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
Village Attorney

## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

---

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Beth Davis, CCM, General Manager

DATE: September 22, 2022

SUBJECT: **RESOLUTION – Approval of a Second Amendment to the License Agreement with Richard E. Cavanah, Inc.,** for use of the North Palm Beach Country Club Pool Facility for organized swim team training activities

---

Village Staff is requesting Village Council consideration and approval of a Second Amendment to the License Agreement with Richard E. Cavanah Inc. for use of the North Palm Beach Country Club Pool Facility to conduct NPB Swim Team training. The Village Council approved the License Agreement through the adoption of Resolution No. 2019-118 on October 24, 2019. Through the adoption of Resolution No. 2021-81 on September 23, 2021, the Village Council approved a First Amendment to the Agreement to extend the term through September 30, 2022.

With over fifty years of experience with the Village of NPB's Pool facility and the NPB Swim Club that is currently housed at the NPBCC Pool facility, Mr. Cavanah will direct and manage the swim team training activities.

Renewing this licensing agreement will benefit the Country Club as it will generate revenues from swim lessons, pool memberships, private party rentals and incremental food and beverage. Marketing and promotional opportunities for housing this locally and nationally known swim team will only benefit the Village, the Country Club and its many residents and guests.

Below is a summary of the proposed agreement terms between the Country Club's General Manager and Richard E. Cavanah, Inc.

- Two-year Agreement beginning October 1, 2022 with annual rent of \$25,200 (**increased from \$24,000**), paid in 12 equal installments on first day of the month, with rights to operate the NPB Swim Team.
  - Agreement to be renegotiated by either party after 12 months (either party may terminate the Agreement without case with thirty (30) days' written notice).
- Occupy portions of the Country Club pool to conduct swim team training during the following hours:
  - NPB Masters (Year Round)  
Monday through Friday, 6:00am to 7:00am  
Monday, Tuesday and Thursday, 6:30pm to 8:00pm
  - Youth Swim Team (Summer)  
Monday through Saturday, 7:00am to 9:30am  
Monday through Thursday, 4:30pm to 6:00pm

Youth Swim Team (Winter)  
Monday, 4:00pm to 7:30pm  
Friday, 4:00pm to 7:30pm  
Saturday, 6:30am to 10:00am

For the purpose of this section, Winter hours shall be in effect from the day after Labor Day through Memorial Day. Summer hours shall be in effect from the day after Memorial Day through Labor Day. Cavanah and the General Manager of NPBCC will work together on any changes/additions to programs and schedules.

- All NPB Swim Club participants will receive a special Swim Team junior membership for \$75 per swimmer per year with a quarterly membership dues payment option.

Fund	Department/ Division	Account Number	Account Description	Amount
Country Club	Pool	L2151-03243	Pool Rental	\$50,400

The attached Resolution and Second Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution approving a Second Amendment to the License Agreement with Richard E. Cavanah, Inc. for use of the NPB Country Club Pool Facility to extend the term for two years and increase the license payment and authorizing the Mayor and Village Clerk to execute the Second Amendment in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH RICHARD E. CAVANAH, INC. TO UTILIZE THE COUNTRY CLUB POOL FOR ORGANIZED SWIM TRAINING ACTIVITIES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-118 on October 24, 2019, the Village Council approved a License Agreement with Richard E. Cavanah, Inc. to allow Cavanah to utilize the pool at the North Palm Beach Country Club for organized swim training activities; and

WHEREAS, through the adoption of Resolution No. 2021-81 on September 23, 2021, the Village Council approved an Amendment to the License Agreement to extend the term through September 30, 2022 and increase the cost of a Swim Team Junior Membership; and

WHEREAS, the parties wish to execute a Second Amendment to the Agreement to extend the term through September 30, 2024 and increase the monthly License Payment from \$2,000 to \$2,100 per month; and

WHEREAS, the Village Council determines that the approval and execution of the Second Amendment to the License Agreement is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves a Second Amendment to the License Agreement with Richard E. Cavanah, Inc. for use of the pool at the North Palm Beach Country Club, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Second Amendment on behalf of the Village.

Section 3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **SECOND AMENDMENT TO LICENSE AGREEMENT**

**THIS SECOND AMENDMENT TO LICENSE AGREEMENT** is made and entered into this \_\_\_\_ day of September, 2022, by and between the **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as “VILLAGE”, and **RICHARD E. CAVANAH, INC.**, a Florida corporation, 100 Fathom Road, North Palm Beach, FL 33408, hereinafter referred to as “CAVANAH.”

### **WITNESSETH:**

WHEREAS, the VILLAGE and CAVANAH executed a License Agreement dated October 24, 2019 (“Agreement”), for use of the pool located at the Country Club for the purpose of providing organized swim training activities; and

WHEREAS, on September 23, 2021, the parties executed a First Amendment to the Agreement to extend the term through September 30, 2022, and the parties wish to again amend the Agreement to extend the term through September 30, 2024 and to increase the monthly payment.

NOW, THEREFORE, in consideration of the mutual benefits and promises both set forth herein and in the Agreement, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and CAVANAH agree as follows:

1. Recitals:

The foregoing recitals are ratified and incorporated herein by reference.

2. Extension of Term:

Section 3 of the Agreement is hereby amended to extend the term of the Agreement through September 30, 2024.

3. Increase in License Payment:

Section 4 of the Agreement is hereby amended to increase the payment from \$2,000 per month to \$2,100 per month, plus all applicable taxes, payable in advance of each month during the License Term.

4. Remaining Terms and Conditions:

All other terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect unless modified herein.

*[Remainder of page intentionally blank – signatures on next page]*



IN WITNESS WHEREOF, the parties have executed this Amendment to License Agreement as of the date first above written.

**VILLAGE:**

**VILLAGE OF NORTH PALM BEACH, a  
Florida municipal corporation**

By: \_\_\_\_\_  
DEBORAH SEARCY, MAYOR

(VILLAGE SEAL)

**ATTEST:**

By: \_\_\_\_\_  
VILLAGE CLERK

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
VILLAGE ATTORNEY

**CAVANAH:**

**RICHARD E. CAVANAH, INC., a Florida  
corporation**

Witnesses:

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

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

By: \_\_\_\_\_  
RICHARD E. CAVANAH  
PRESIDENT

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: James Anthony, Facilities Manager  
Chad Girard, Acting Director of Public Works

DATE: September 22, 2022

SUBJECT: **RESOLUTION** – Approving the purchase of Interior Air Purification Systems at a total cost of \$42,176.10 and waiving the Village’s purchasing policies and procedures

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Village Staff is requesting Council consideration and approval of the attached Resolution accepting the quote from RGF Environmental Group, Inc. for the purchase of air purification systems to be installed throughout the Village, in the amount of \$42,176.10.

These systems will significantly improve air quality within our facilities for both residents and employees. The reduction of dust, pollen and mold spores will result in a much healthier environment. The elimination of airborne viruses within our facilities stands as the most compelling reason for the acquisition of these systems. This is especially true in light of recent pandemic concerns.

In accordance with the Village’s purchasing policies and procedures, all purchases having an estimated cost between \$5,000 and \$50,000 require three (3) quotes. Initially, 3 quotes were sought to acquire these systems but direct contact with the manufacturer has offered the Village the opportunity to purchase them at Master Distributor pricing. RGF is a local manufacturer located in Riviera Beach. They were excited to work with a local municipality to showcase their products. At Master Distributor pricing it is not possible to find these units anywhere at a lower cost. This purchase will require a waiver of the Village’s purchasing policies and procedures.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66490	Machinery & Equipment	\$42,176.10

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village staff recommends Council consideration and approval of the attached Resolution approving the purchase of the RGF indoor air purification systems in the amount of \$42,176.10, with funds expended from Account No. Q5541-66490 (ARPA Expense – Machinery & Equipment), waiving the Village’s purchasing policies and procedures and authorizing the Interim Village Manager to take all actions necessary to effectuate this purchase.**

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF INTERIOR AIR PURIFICATION SYSTEMS FOR VILLAGE FACILITIES FROM RGF ENVIRONMENTAL GROUP, INC.; WAIVING THE PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village received a proposal from RGF Environmental Group, Inc. for the purchase of interior air purification systems for Village facilities; and

WHEREAS, through direct contact with the manufacturer, the Village is able to obtain the systems at master distributing pricing and Village Staff is requesting a waiver of the Village's purchasing policies and procedures; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of interior air purification systems for Village facilities from RGF Environmental Group, Inc. at a total cost of \$42,176.10, with funds expended from Account No. Q5541-66490 (ARPA Expense – Machinery & Equipment), and authorizes the Interim Village Manager to take all steps necessary to effectuate the purchase.

Section 3. In approving this purchase, the Village Council waives the Village's purchasing policy requirement for three written quotes for purchases between \$5,000 and \$50,000.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



1101 W 13th Street, Riviera Beach, FL 33404

PH: (561) 848-1826 Fax: (561) 848-9454

www.RGF.com

## QUOTE

Doc No	Order Date
10326	9/22/2021
Est. Ship Date	Incoterm
10/6/2021	RIVIERA BEACH
Terms	Rep
Net 60	RL
Customer PO	

Customer			
VILLAGE OF NORTH PALM BEACH			
560 US Highway 1			
North Palm Beach	FL	33408	
USA			

Ship To			
VILLAGE OF NORTH PALM BEACH			
560 US HIGHWAY 1			
NORTH PALM BEACH	FL	33408	
USA			

Item	Description	Ordered	Price Per	Total Price
AIR PURIFICATION SYSTEMS:REME-LED	REME-LED REME HALO LED 9" Quick Release Unit	16	349.12	5,585.92
BIO U:MCDHUV-003	MCDHUV-003 Microcon CD Ceiling Mounted Air Purification Unit with HEPA Filter, (2x) Activated Carbon Cells and UV Lamps (110V)	4	3,087.00	12,348.00
AIR PURIFICATION SYSTEMS:PIP-MAX	PIP-MAX PIP KIT W/MOUNTING HARDWARE & PACKAGING TA-047T, EL-639 INCLUDED AND BI POLAR ION GENERATOR	5	189.00	945.00
AIR PURIFICATION SYSTEMS:PHI-PKG14-24	PHI-PKG14-24 14" PACKAGE UNIT - 24VAC	64	278.56	17,827.84
COMMERCIAL UV SYSTEMS:CUV-PPS-KIT	CUV-PPS-KIT PHI Package Unit Racking System Kit, 120/240	11	479.00	5,269.00
AIR PURIFICATION SYSTEMS:MINI-SPLIT-HVAC-PHI-1	MINI-SPLIT-HVAC-PHI-110 MINI SPLIT PHI UNIT - 110V 50/60Hz	1	200.34	200.34

Freight charges will be added. Lift Gate and/or delivery to construction sites are extra.

Memo: LEAD TIME FOR SHIPMENT IS AN ESTIMATE OF 1-3 WEEKS.

Sub-Total:	42,176.10
	0.00
Shipping	0.00
Taxes	0.00
Total	42,176.10
Payment	
Balance	

Signature

Name

Date

Prepared By: Rom



**Environmental Group, Inc.** An ISO 9001:2015 CERTIFIED COMPANY

January 22, 2022

Village of North Palm Beach & Fire Rescue  
560 US Highway 1  
North Palm Beach, FL 33408

Subject: Sole Source of Equipment

This is to inform you that RGF Environmental Group, Inc. is the original inventor and manufacturer of the following equipment which contains proprietary technology, designs, and whereby several of the models contain various patent pending designs and **patented PHI-Cell® and REME® core Technologies:**

1. Air Purification Systems: REME-LED – REME HALO LED 9" Quick Release Unit
2. BIO U:MCDHUV-003 - Microcon CD Ceiling Mounted Air Purification Unit with HEPA Filter, (2x) Activate Carbon Cells and UV Lamps (110V)
3. Air Purification Systems: PIP-MAX – PIP KIT w/ Mounting Hardware & Packaging TA-047T, EL-639 Included and Bi Polar Ion Generator
4. Air Purification Systems: PHI-PKG 14-24 14" Package Unit – 24VAC
5. Commercial UV Systems: CUV-PPS-KIT – PHI Package Unit Racking System Kit, 120/240
6. BIO U:AMB302-NDR – Airmation Industrial Air Scrubber, 220 V unites with: Green Motor, 26# Carbon Cell, 4" Prefilter, 95% DOP Filter
7. Air Purification Systems: MINI-SPLIT-HVAC-PHI-110 Mini Spite PHI Unit 110 V 50/60Hz

**As such RGF is the sole source provider for this proprietary and patented equipment.**

If you have any questions, please call me at 561-848-1826 or email: [rlaureano@rgf.com](mailto:rlaureano@rgf.com).

Romulo Laureano  
Commercial Sales Manager  
RGF Environmental Group, Inc.

*RGF Environmental Divisions*



1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404  
800.842.7771 561.848.1826 fax 561.848.9454 [www.rgf.com](http://www.rgf.com)

FOR IMMEDIATE RELEASE

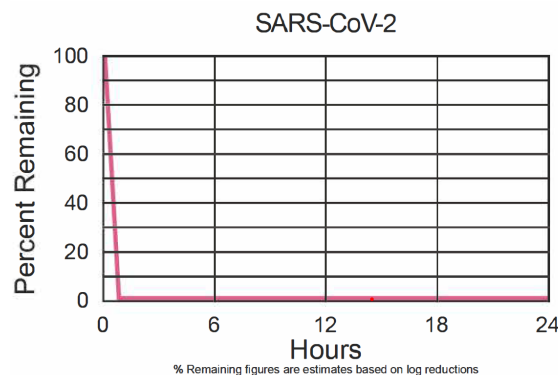
## **RGF<sup>®</sup> Environmental Group Releases Independent Test: PHI-PKG14 PHI-CELL<sup>®</sup> Inactivates greater than 99.9% of SARS-CoV-2 Virus in the Air and on Surfaces**

- *PHI-PKG14 PHI-CELL<sup>®</sup> product with Photohydroionization<sup>®</sup> technology inactivates greater than 99.9% of SARS-CoV-2 virus in the air on inoculated surfaces*
- *By actively treating the air inside the occupied space, the PHI-PKG14 PHI-CELL<sup>®</sup> eliminates the need for virus particles to travel through the HVAC system filters or UV air purification system*
- *Versatile magnetic mount installation for packaged units and air handlers up to 250 tons*
- *Independent, third-party testing provided by Innovative Bioanalysis*

**Port of Palm Beach, Fla (February 26, 2021)** – RGF<sup>®</sup> Environmental Group, Inc., a leading environmental design and manufacturing company, has released the results of an independent, third-party test that proves the PHI-PKG14 PHI-CELL<sup>®</sup> product with Photohydroionization<sup>®</sup> technology inactivates greater than 99.9% of the SARS-CoV-2 virus in the air and on inoculated surfaces.

SARS-CoV-2, commonly known as coronavirus, is the virus that causes COVID-19. Given the CDC's determination that SARS-CoV-2 is an airborne virus, meaning it spreads from person-to-person via aerosols and respiratory particles, the test results are important for building owners and operators seeking a proven solution to combat SARS-CoV-2 in the air and on surfaces inside the occupied or air-conditioned space.

"SARS-CoV-2 virus particles or aerosols are produced when an infected person coughs, sneezes or talks. Large virus particles fall out of the air and onto surfaces, resulting in surface contamination, however small virus particles can stay airborne for hours," noted Dr. James Marsden, Executive Director of Science & Technology at RGF<sup>®</sup> Environmental Group. "Similar to RGF's REME HALO<sup>®</sup>, the PHI-PKG14 PHI-CELL<sup>®</sup> neutralizes greater than 99.9% of the SARS-CoV-2 virus in the air and on contaminated surfaces."



*Figure 1: Innovative Bioanalysis Test Summary PHI-PKG14 PHI-CELL<sup>®</sup> product with Photohydroionization<sup>®</sup> resulted in greater than 99.9% inactivation of the SARS-CoV-2 virus within the occupied space at 36", 72" and 84" distance from the PHI-CELL<sup>®</sup>*

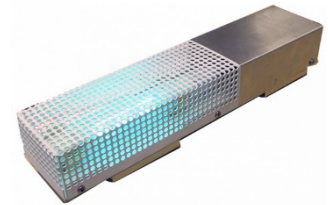
### **Testing Protocols and Results**

Testing was performed at the Innovative Bioanalysis Laboratories in Cypress, California. RGF's test procedure used the SARS-CoV-2 virus inside a large chamber (1,280 cu. ft.) representing a real-world air-conditioned office or home. The virus was nebulized into the space simulating a sneeze or cough from an infected person. With the PHI-PKG14 PHI-CELL® operating inside the chamber, the virus was reduced on contact, resulting in a greater than 99.9% reduction of the virus within the simulated real-world space at 36", 72" and 84" distance from the cell.

Testing of the PHI-PKG14 PHI-CELL® active air purification system indicated that the SARS-CoV-2 virus is significantly neutralized within the occupied space, and significantly reduced risk of person-to-person infection by respiratory particles and aerosols. The PHI-PKG14 PHI-CELL® eliminated the need for virus particles to travel through the HVAC system filters or UV air purification system.

### **PHI-PKG14 PHI-CELL® Product Overview and Applications**

The magnetic-mount Package PHI Unit – Air Purification System leverages PHI-CELL® technology to actively treat the air inside conditioned spaces. This product is specifically designed for package HVAC systems. Because of its versatile magnetic mount installation, the Package PHI Unit can be used in a wide variety of applications. Adjustable magnetic feet attach without fasteners to the blower unit, simplifying installation. The Package PHI Unit is effective where ductwork is difficult to access or where modification to existing or HVAC systems is not an option. These units can also be used in conjunction with RGF's new PKG Rack™ system enabling installation for up to eight package units in one application.



DISCLAIMER: The summary and any comments herein are based on the results from an independent laboratory study performed under controlled conditions and are not in any way medical claims. The product(s) and technologies described are not medical devices and are not intended to diagnose, treat, cure, or prevent any disease, virus or illness.



Scan the QR code with your smartphone to view the SARS-CoV-2 test results video with Dr. Marsden or visit this link: <https://www.rgf.com/rgf-environmental-group-releases-independent-study-phi-pkg14-phi-cell-inactivates-greater-than-99-9-of-sars-cov-2-virus-in-the-air-and-on-surfaces/>

For more information on testing, please contact Dr. James Marsden at [Dr.IAQ@rgf.com](mailto:Dr.IAQ@rgf.com).

### **About RGF® Environmental Group, Inc.**

RGF® Environmental Group, Inc. manufactures over 500 environmental products and has a 36+ year history of providing the world with the safest air, water and food without the use of chemicals. RGF is an ISO 9001:2015 certified research and innovation company, holding numerous patents for wastewater treatment systems, air purifying devices, and food sanitation systems. Situated in the heart of the Port of Palm Beach Enterprise Zone, RGF Headquarters span 9 acres, with 130,000 square feet of manufacturing, warehouse and office facilities. RGF's Lakeland, FL facility adds over 40,000 square feet for back-up production and lamp production. RGF continues to upgrade its facilities, creating an increased vertical approach to manufacturing, further allowing the company to provide the highest quality and best-engineered products on the market. For more information, visit [RGF.com](https://www.rgf.com).

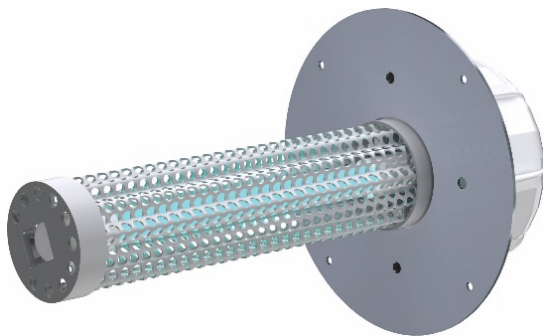
###

**Photohydroionization<sup>®</sup>** (PHI or *photo-hydro-ionization*)

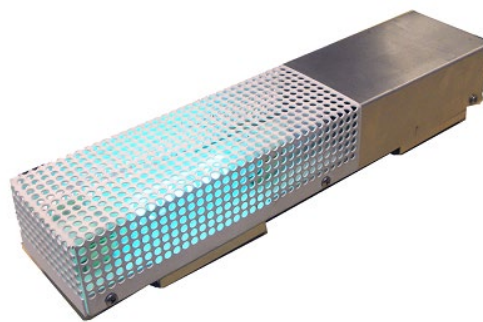
RGF's PHI Cell<sup>®</sup> is a patented Indoor Air Quality (IAQ) technology designed for HVAC installation. The PHI Cell<sup>®</sup> produces a Photohydroionization<sup>®</sup> advanced oxidation process.

RGF's patented Photohydroionization<sup>®</sup> (PHI Cell<sup>®</sup>) technology utilizes a broad wavelength UV lamp that projects UV energy at 100-300 nm onto a proprietary quad-metallic hydrophilic catalyst surface to promote the conversion of naturally occurring water vapor into airborne molecules of Hydrogen Peroxide (H<sub>2</sub>O<sub>2</sub>). This is a simple oxidation reaction that changes water molecules (H<sub>2</sub>O) into large numbers of active molecules of Hydrogen Peroxide. Molecules of Hydrogen Peroxide that are suspended in air are effective at inactivating all types of harmful bacteria, viruses, mold, and yeast that may be present in the air and on particles. In addition, molecules of Hydrogen Peroxide fall out of the air and effectively reduce surface contamination. Hydrogen Peroxide molecules also reduce volatile organic compounds and odors in treated spaces.

Scientific studies have been conducted to determine the reductions of various pathogenic microorganisms exposed to environments treated using RGF's PHI Cell<sup>®</sup> technology. The levels of Hydrogen Peroxide produced by the PHI Cell<sup>®</sup> reported in these studies ranged from 18 ppbv to 24 ppbv. These levels are well below all regulatory standards and pose no health risks. The technology is safe to operate continuously in occupied environments.



*Patented Guardian Air QRP PHI-Cell<sup>®</sup>*



*Proprietary RGF-PKG<sup>™</sup> PHI-Cell<sup>®</sup>*

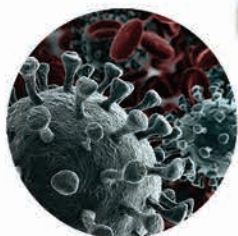


# ADVANCED OXIDATION TEST RESULTS

RGF® first developed its advanced oxidation technology over 20 years ago. Over four million RGF cells are in use around the world. RGF has licensed its technology to many Fortune 500 companies for use in the medical, food, military, residential, commercial, marine, hospitality and government. RGF cells in various products have been tested and/or approved or registered by:

- ETL, TUV, EU, CSA
- U.S. Military
- Electric Power Research Institute
- Chinese Government
- Japanese Government (TV commercials)
- Canadian Government
- U.S. Government
- European Union
- USDA & FSI

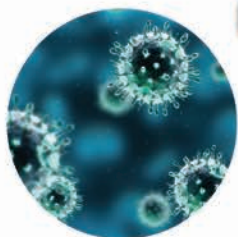
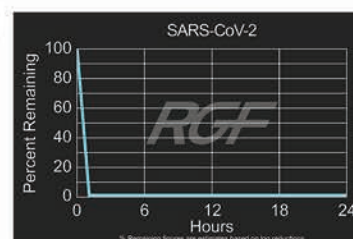
In addition, RGF cells have been specified in the Norovirus & MRSA protection plan of America's largest restaurant chains, hotel chains, theme parks, cruise lines, public schools and hospitals. The following is a summary of some of the testing and studies performed by third party independent labs and universities. RGF products are not medical devices and no medical claims are made.



## SARS-CoV-2 (Coronavirus)

SARS-CoV-2 is an airborne virus that caused the global COVID-19 pandemic. The REME-HALO® with PHI was tested at an independent laboratory\* for inactivation of SARS-CoV-2 (USA\_WA1/2020). Studies were conducted in a large test chamber (8'x8'x20') on inoculated surfaces and on surfaces exposed to the aerosolized virus resulting in >99% reduction. RGF's REME-HALO® reduces the risk associated with the SARS-CoV-2 virus in treated indoor air environments. Testing continues on SARS-CoV-2 on various RGF products for both surface and airborne viral reduction.

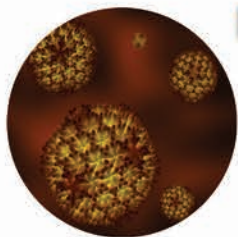
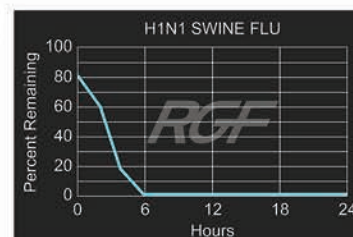
\*Tested by Innovative Bioanalysis, Cypress CA



## H1N1 (Swine Flu)

Kansas State University has completed preliminary testing on RGF's Photohydroionization® (PHI-Cell®) and Reflective Electromagnetic Energy (REME® Cell) technologies with 99+% inactivation of the H1N1 virus (referred to as "swine flu" early on) on a stainless steel surface. This virus was first detected in people in the United States, April 2009. It is now considered a regular human flu virus, continuing to circulate seasonally worldwide according to the CDC. Flu viruses are spread mainly from person to person through coughing or sneezing. Sometimes people may become infected by touching items such as a surface or object with flu viruses on it and then touching their mouth or nose.

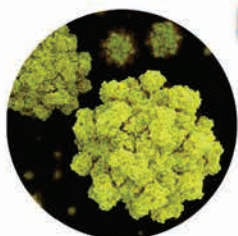
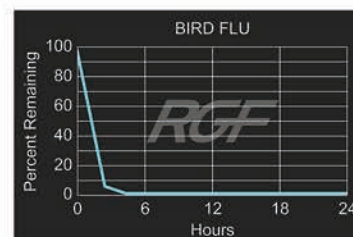
Tested by: Kansas State University Inactivation Rate 99+%



## Avian Influenza (Bird Flu)

Avian influenza is an infection caused by avian (bird) influenza (flu) viruses. These influenza viruses occur naturally among birds. Of the few avian influenza viruses that have crossed the species barrier to infect humans, H5N1 has had the largest number of detected cases of severe disease and death in humans.

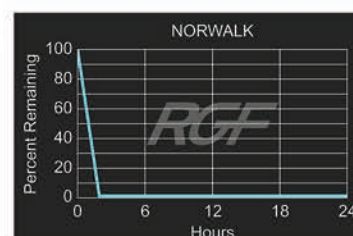
Source CDC Center for Disease Control and Prevention  
Tested by: Kansas State University Inactivation Rate 99+%



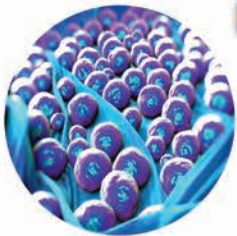
## Norwalk Virus

Noroviruses are a group of related, single-stranded RNA, non-enveloped viruses that cause acute gastroenteritis in humans. Noroviruses are highly contagious and as few as 10 viral particles may be sufficient to infect an individual. 50% of all food-borne outbreaks of gastroenteritis can be attributed to noroviruses. Chicago schools realized a 20% improvement in attendance after installing RGF's PHI Technology.

Source: CDC Centers for Disease Control and Prevention  
Tested by: Midwest Research Institute Inactivation Rate 99+%



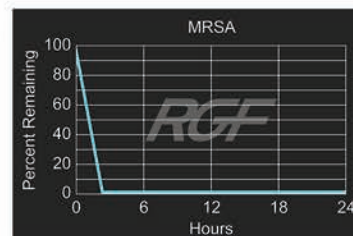




### Methicillin Resistant Staphylococcus Aureus

Methicillin-resistant Staphylococcus aureus (MRSA) is a type of bacteria that is resistant to certain antibiotics. These antibiotics include methicillin and other more common antibiotics such as oxacillin, penicillin and amoxicillin. RGF participated, along with a major hospital, in a two-year study evaluating PHI Technology, which resulted in a 33.4% reduction in infections.

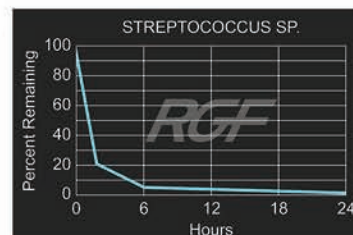
Source: CDC Centers for Disease Control and Prevention  
Tested by: Kansas State University Inactivation Rate 99+%



### Streptococcus Sp.

Group A Streptococcal (strep) infections are caused by group A Streptococcus, a bacterium responsible for a variety of health problems.

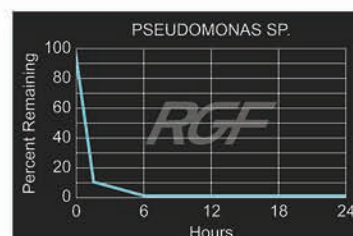
Source: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Tested by: Kansas State University Inactivation Rate 96+%



### Pseudomonas Sp.

The bacterial genus Pseudomonas includes plant pathogenic bacteria such as P. syringae, the opportunistic human pathogen P. aeruginosa, the ubiquitous soil bacterium P. putida, and some species that are known to cause spoilage of unpasteurized milk and other dairy products.

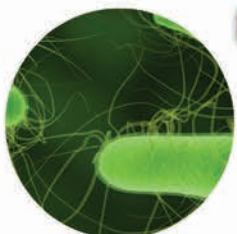
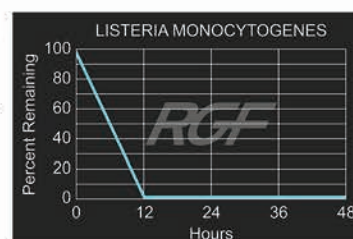
Tested by: Kansas State University Inactivation Rate 99+%



### Listeria

This is a Gram-positive bacterium, motile by means of flagella. Some studies suggest that 1-10% of humans may be intestinal carriers of L. monocytogenes.

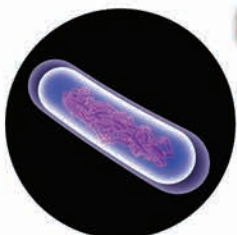
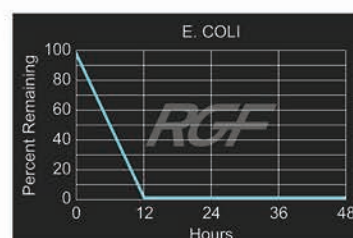
Source: U.S. Food and Drug Administration  
Tested by: Kansas State University  
Steris Labs  
KAG / Eco Labs Inactivation Rate 99+%



### Escherichia coli

Escherichia coli, usually abbreviated to E. coli, discovered by Theodor Escherich, a German pediatrician and bacteriologist, is one of the main species of bacteria that live in the lower intestines of mammals, known as gut flora.

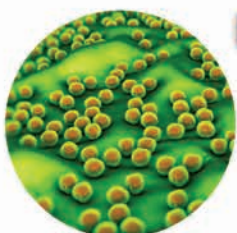
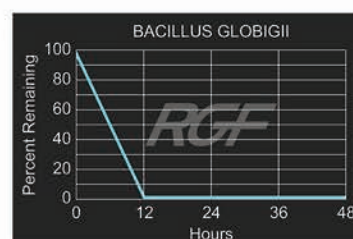
Tested by: Kansas State University Inactivation Rate 99+%



### Bacillus Globigii

Bacillus globigii lives in soils around the world and can readily be found in samplings of wind-borne dust particles. It is also known as Bacillus subtilis, its more modern name.

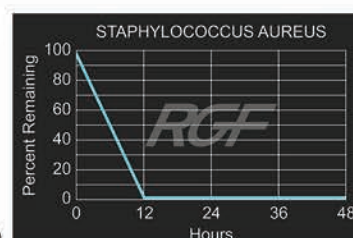
Source: CDC Center for Disease Control and Los Alamos National Laboratory  
Tested by: Kansas State University Inactivation Rate 99+%



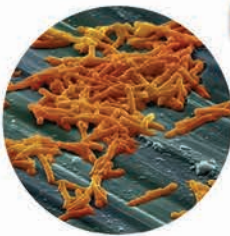
### Staphylococcus Aureus

Staphylococcus Aureus Staphylococcus aureus, often referred to simply as "staph," is a bacteria commonly found on the skin and in the nose of people. Person-to-person transmission is the usual form of spread and occurs through contact with secretions from infected skin lesions, nasal discharge or spread via the hands.

Source: CDC Center for Disease Control and FDA (Food and Drug Administration)  
Tested by: Kansas State University Inactivation Rate 99+%



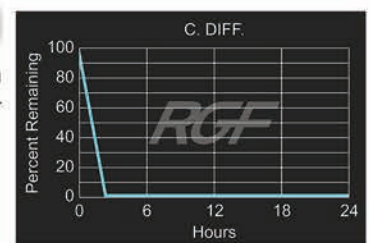




### Clostridium difficile (C-Diff)

Many hospitals have been waiting for more information on C-Diff bacteria as it may be as big a problem or bigger than MRSA. Independent university studies tested RGF's REME® Technology with 99% kill rate.

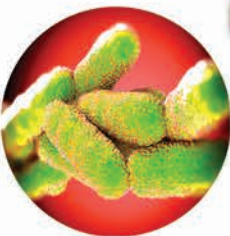
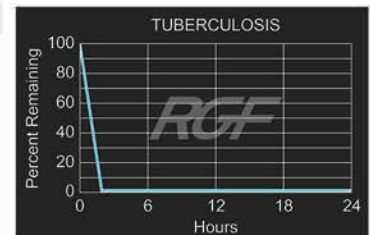
Source: CDC Center for Disease Control and Prevention  
Tested by: Kansas State University Inactivation Rate 99+%



### Tuberculosis

Tuberculosis typically attacks the lungs, but can also affect other parts of the body. It is spread through the air when people with infection cough, sneeze, or otherwise transmit their saliva through the air. Most infections are asymptomatic and latent, but about one in ten latent infections eventually progresses to active disease which, if left untreated, kills more than 50% of those so infected.

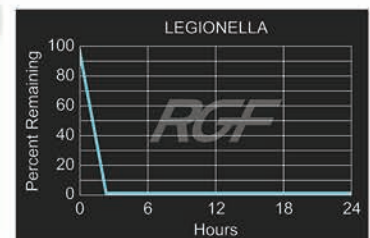
Source: Health and Industry  
Tested by: Kansas State University Inactivation Rate 99+%



### Legionella

Legionella is common in many environments, with at least 50 species and 70 serogroups identified. The chemical composition of these side chains determine the nature of the somatic or O antigen determinants, which are essential means of serologically classifying many Gram-negative bacteria.

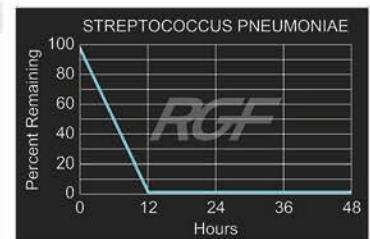
Source: CDC Centers for Disease Control  
Tested by: Kansas State University Inactivation Rate 99+%



### Streptococcus Pneumoniae

S.pneumoniae is an exclusively human pathogen and is spread from person-to-person by respiratory droplets, meaning that transmission generally occurs during coughing or sneezing to others within six feet of the carrier. Health experts estimate that more than ten million mild infections (throat and skin) like these occur every year.

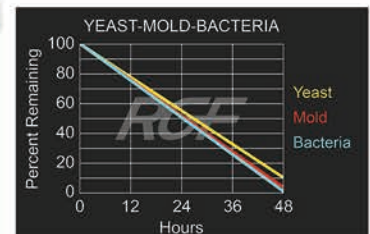
Source: CDC Centers for Disease Control  
Tested by: Kansas State University Inactivation Rate 99+%



### Mold/Yeast

The purpose of this test was to evaluate the effect the RGF AOT unit has on mold/yeast bacteria (TPC). This test was performed utilizing a standard 2,000 sq. ft. home and 3,000 sq. ft. simulated home.

Tested by: California Microbiology Center  
Bacteria 99% Mold 97-98% Yeast 90+%

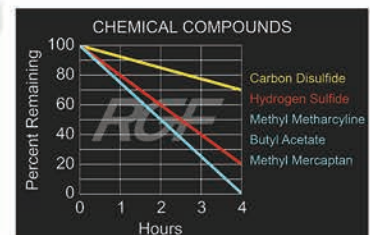


### Chemical Compounds

Gas Chromatograph/Mass Spectrometer test performed by Nelap Accredited Lab on airborne chemical compound reduction using RGF's AOT.

Hydrogen Sulfide	- Rotten eggs	Butyl Acetate	- Sweet banana
Methyl mercaptan	- Rotten cabbage	Methyl Methacryline	- Plastic
Carbon Disulfide	- Vegetable sulfide		

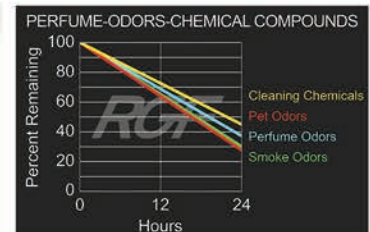
Methyl Methacryline / Butyl Acetate / Methyl Mercaptan 100%  
Hydrogen Sulfide 80% Carbon Disulfide 30%



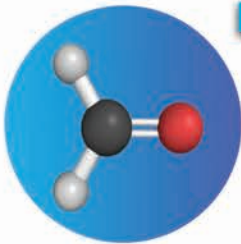
### Odors

The purpose of this test was to evaluate to what effect the RGF's AOT unit has on cleaning chemicals, pet odors, smoke and perfume odors. This test was performed utilizing two 500 cubic foot test chambers and a ten-person odor panel. The qualitative assessments of the ten-person odor panel were then used as a means to determine the odor reduction.

Tested by: C&W Engineering (Independent PE Firm)  
Pet Odors 72% Smoke Odors 70% Perfume Odors 63+% Cleaning Chemicals 55+%



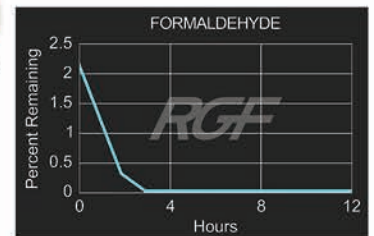




## Formaldehyde

The purpose of this test was to evaluate the effect the RGF AOT unit has on formaldehyde.

Tested by: Kansas State University in a Class II Bio test chamber



## Sneeze Test - RGF PHI and REME®



A testing protocol concept was used which included a "Sneeze Simulation Machine" and "Sneeze" chamber. A sneeze can travel at up to 100 mph, so we had to consider lung capacity, sneeze pressure, and liquid volume to properly simulate a human sneeze. This was accomplished and the test proceeded with outstanding results. An average of 88% reduction of microbials was achieved with PHI in a double blind test, at three feet from the sneeze source. This is clearly not a medically supervised test or protocol. However, from a practical point, it was definitely providing some kill at the source and will provide some level of protection. When RGF developed the next generation of Advanced Oxidation Technology, REME®, the same testing was performed and an average of 99% reduction of microbials was achieved in the same 3 foot distance.

Tested by: Kansas State University, inactivation 99%  
Simulated Sneeze Lab Test at three feet in a 250 cu ft Bio Test Chamber. An independent PE double blind study.

All the above tests were performed on RGF advanced oxidation products with advanced oxidation plasma of less than .02 ppm. They were conducted by independent accredited labs and university studies. They were funded and conducted by RGF's major clients to assure third party credibility. RGF products are not medical devices and no medical claims are made.

\*Some products may not be available to be sold in the state of California.



## RGF Environmental Group ISO 9001:2015 Certification

ISO 9001:2015 is a internationally recognized standard that specifies the requirements for an audited Quality Management System (QMS). RGF developed their QMS to promote continuous improvement in every aspect of their business, including administrative functions, quality control, product development, engineering, production, marketing, sales, logistics and customer service.



RGF's VP/GM Walter Ellis, received ISO 9001:2015 Certification in record time, under budget and received an above and beyond congratulations from the audit team.



ISO 9001:2015 Certification Quality Management Kiosk allows employees to access all pertinent files and procedures.



# RGF® Environmental Group Reports Study on SARS-CoV-2 Neutralization by REME HALO®

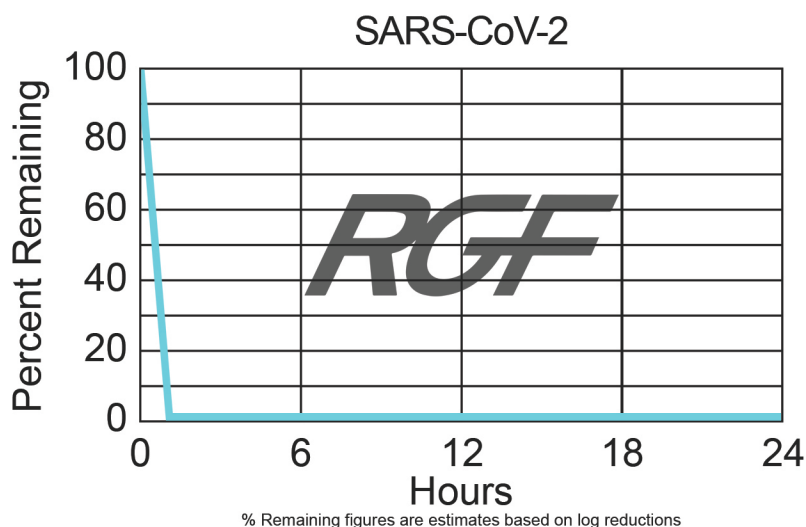
The outbreak of novel coronavirus 2019 was declared a global pandemic on March 11, 2020. The virus was named SARS-CoV-2 and the disease it causes has become known as coronavirus 2019 or COVID-19. The CDC has determined the virus is airborne, spreading from person-to-person via aerosols and respiratory particles. Virus particles or aerosols are produced when an infected person coughs, sneezes or talks. The aerosols are then carried through the air from the infected person to others and can stay airborne within the occupied space for minutes to hours.

RGF® Environmental Group funded a study on the inactivation of SARS-CoV-2 using its proprietary REME HALO® product with PHI-Cell® technology focusing on neutralizing the virus within the occupied space in the air and on surfaces. Testing was performed at the Innovative Bioanalysis Laboratories in Cypress, CA.

RGF's test procedure used the SARS-CoV-2 virus inside a large chamber (1,280 cu. ft.) representing a real-world air conditioned office or home. The virus was nebulized into the space simulating a sneeze or cough from an infected person. With the REME HALO® operating inside the chamber the virus was reduced on contact, resulting in a **99.9% reduction of the virus** within the simulated real-world space.

Testing of the REME HALO® active air purification system showed the SARS-CoV-2 virus could be significantly neutralized within the occupied space on airborne virus, significantly reducing the risk of person-to-person infection by respiratory particles and aerosols. **Importantly, the REME HALO® neutralizes SARS-CoV-2 within the occupied space, eliminating the need for virus particles to travel through the HVAC system filters or UV air purification system.**

**Testing summary: 99+% inactivation of the SARS-CoV-2 virus within 30 minutes**



**DISCLAIMER:** The summary and any comments herein are based on the results from an independent laboratory study performed under controlled conditions and are not in any way medical claims. The product(s) and technologies described are not medical devices and are not intended to diagnose, treat, cure, or prevent any disease, virus or illness.



**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, Acting Public Works Director  
James Anthony, Facilities Manager

DATE: September 22, 2022

SUBJECT: **RESOLUTION – Accepting a proposal from Beach Environmental Exterminating, Inc. to provide a Tent Termite Treatment of the Public Safety Building at a cost of \$28,948**

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Village Staff is requesting Council consideration and approval of the attached Resolution accepting the proposal from Beach Environmental Exterminating, Inc. for termite treatment to eradicate dry wood termites located within the Public Safety building and authorizing the execution of a Contract.

This treatment is imperative to stop any further structural damage to the facility. Spot and localized treatments have been utilized to this point, but these have proven inadequate. Consequently, Village Staff sought written proposals from several companies to provide this service. The Village's purchasing policies and procedures require written quotes for purchases having an estimated cost between \$5,000 and \$50,000.

The Village received the following written proposals:

Beach Environmental	\$28,948
Orkin	\$34,500
Terminix	\$46,000

The proposed treatment will entail tenting the building with a full pesticide fog. This approach has the benefit of a full warranty for five (5) years.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General	Public Works	A5519-34620	R&M Bldg & Grounds	\$28,948

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution accepting a proposal from Beach Environmental Exterminating, Inc. for termite treatment services for the Public Safety Building at a cost not to exceed \$28,948, with funds expended from Account No. A5519-34620 (Public Works – R&M Building & Grounds), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM BEACH ENVIRONMENTAL EXTERMINATING, INC. FOR TERMITE TREATMENT AT THE PUBLIC SAFETY BUILDING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of a tent termite treatment to eradicate dry wood termites at the Public Safety building; and

WHEREAS, Village Staff solicited written quotes for this service and recommended accepting the lowest cost proposal submitted by Beach Environmental Exterminating, Inc.; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Beach Environmental Exterminating, Inc. for a tent termite treatment at the Public Safety building at a total cost of \$28,948, with funds expended from Account No. A5519-34620 (Public Works/Facilities Services – R & M/Buildings & Grounds), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and BEACH ENVIRONMENTAL EXTERMINATING, INC., a Florida corporation (hereinafter "CONTRACTOR"), 6911 Garden Road, Riviera Beach, Florida 33404, whose F.E.I. Number is 65-0864584.

### **RECITALS**

WHEREAS, the VILLAGE solicited quotes for termite treatment to eradicate dry wood termites in the Public Safety building ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposals submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

- A. CONTRACTOR shall perform the Work in accordance with its proposed Tent Fumigation Termite Agreement dated July 11, 2022 ("Proposal"), a copy of which is attached hereto and incorporated herein.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Twenty-Eight Thousand Nine Hundred and Forty-Eight Dollars and No Cents (\$28,948.00)**.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **thirty (30) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will



normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or

omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection or as otherwise set forth in the Proposal.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of a conflict between this Contract and CONTRACTOR's Proposal, the terms of this Contract shall control.

- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. 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 CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**BEACH ENVIRONMENTAL EXTERMINATING, INC.**

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

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

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

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

DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_

JESSICA GREEN  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_

VILLAGE ATTORNEY

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.



Orkin Pest Control  
COMMERCIAL

GRID #

**DRYWOOD TERMITE RETREATMENT FUMIGATION AGREEMENT**  
(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Orkin shall fumigate and treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report.

Customer shall receive the following Service after the original treatment is performed.

**LIMITED 5-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (CO):** Orkin will retreat the structure for any live reinfestation of Drywood termites at no cost to Customer during the Service period if an infestation of Drywood termites is found and all payments including annual renewal payments are current. **The Service will expire one (1) year from the date of the original treatment, unless it is timely renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed five (5) years from the date of the original treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including moisture, roof leaks, improper ventilation or faulty plumbing, spray foam insulation. Customer agrees to repair roof leaks and other structural leaks, to eliminate organic matter, and to caulk, paint and screen the structure as needed to prevent Drywood termite infestation. The existence of any of these conditions or the failure by the Customer to make the repairs or to take the actions set out above shall void the retreatment Service. In the event the structure is structurally modified or altered (to include installation of spray foam insulation), the retreatment Service is void. ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR. Orkin assumes no responsibility for roof damage or shrub damage that occurs during the fumigation procedure unless caused by the sole negligence of Orkin. Orkin is not responsible for vandalism, theft or breaking and entering and any resulting personal or property damage during the fumigation and aeration procedure.

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE:** Customer agrees to maintain caulking, painting and screening of the treated structure as needed to prevent Drywood termite infestation. Customer agrees to maintain the treated structure free from the conditions conducive and in accordance with the terms of the paragraph above. Customer is required to identify and correct, at Customer's expense, all conducive conditions identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

**Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or contents, including treatment or retreatment, caused by an infestation of Wood Destroying Fungi, Subterranean Termites, Formosan Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**

**RENEWAL:** Customer shall pay an annual renewal fee of \$ **4140**. The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year by an amount not to exceed ten percent (10%).

**REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**LIMITATION OF LIABILITY:** Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed.

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

**The Village Of North Palm Beach**

**9/2/22**

Customer

Date

**560 US Hwy 1**

Street Address (Treated Premises)

**North Palm Beach**

**Florida**

**33408**

City

State

Zip Code

**(561) 691-3443**

**(561) 691-3443**

Home Phone

Work Phone

County Name **Palm Beach**

Is this within the City Limits? ☒ Yes ☐ No

**Same**

Billing Name (if different)

Billing Address (if different)

City

State

Zip Code

Type of structure to be treated **Police/Fire Station**

**Gary Barnes**

**676443**

Inspector Name (PRINT)

Employee ID # or Certification #

**(561) 713-8499**

Branch Telephone Number

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature

**9/2/22**

Date

**1592 Donna Rd**

Branch Street Address

**West Palm Beach**

**Florida**

**33409**

City

State

Zip Code

Customer Email: [janhony@vilge-npb.org](mailto:janhony@vilge-npb.org)

Customer's Signature

**9/2/22**

Date

**LIMITED ASSIGNABILITY:** This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

**CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides or termiticides in and around the premises, and that virtually all pesticides and termiticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or termiticides or who has a medical condition affected by pesticides or termiticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

**ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.

**FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

**TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

**CUSTOMER IS ADVISED THAT THE WORK CALLED FOR UNDER THIS AGREEMENT MAY BE  
ASSIGNED TO AND PERFORMED BY A LICENSEE OTHER THAN ORKIN.**

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
BRANCH MANAGER'S INITIALS

\_\_\_\_\_  
CUSTOMER'S INITIALS

Owner's Name: **The Village Of North Palm Beach**

Address of Fumigation: **560 US Hwy 1** **North Palm Beach** **Florida** **33408**

Inspector's Signature: \_\_\_\_\_

---

### ROOF RELEASE

I (We) **The Village Of North Palm Beach**, Owner(s) of the property listed above expressly release Orkin Pest Control Company from any and all responsibility for any damage done to roof covering as a result of covering my (our) property for the purpose of fumigation for Drywood Termites. It has been explained to me (us) that it will be necessary for workmen to walk on the roof in order to prepare the building for injection of fumigants. Orkin will exercise all possible care and caution while on the roof, but damage to roof covering material, awnings, and patio covering is possible. By my (our) signature below, I (we) release Orkin from any and all responsibility for damage to the roof.

Type of Roof: ☐ Composition ☐ Rolled Composition ☐ Tile ☐ Shake ☐ Shingle ☐ Cal Pac  
☐ Simulated Tile ☐ Metal Covering ☐ Rock & Tar  
☐ Other \_\_\_\_\_

\_\_\_\_\_  
Owner(s) / Agent Signature

9/2/22  
Date

Owner's Name: **The Village Of North Palm Beach**

Address of Fumigation: **560 US Hwy 1** **North Palm Beach** **Florida** **33408**

Inspector's Signature: \_\_\_\_\_

---

### ROOF RELEASE

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Type of Roof: ☐ Composition ☐ Rolled Composition ☐ Tile ☐ Shake ☐ Shingle ☐ Cal Pac  
☐ Simulated Tile ☐ Metal Covering ☐ Rock & Tar  
☐ Other \_\_\_\_\_

\_\_\_\_\_  
Owner(s) / Agent Signature

9/2/22  
Date



# PROCEDURE FOR SULFURYL FLUORIDE FUMIGATION

## FOR EFFECTIVE FUMIGATION

**the following steps will be necessary *prior* to fumigating**

### INTERIOR PREPARATION

- ☐ 1. Unlock and open all drawers and interior doors including garage, utility and storerooms, closets, cabinets, cupboards, chests, etc., to facilitate rapid circulation and aeration. Additionally, at least one window per room of a tarped building must be open before fumigation, unless prohibited by state or local ordinances.
- ☐ 2. All people must leave and all living things be removed from your home, such as pets, birds, fish in aquariums and growing plants.
- ☐ 3. All items for human consumption such as foods, beverages, drugs and medicines, (including those items in refrigerators and freezers) which are not in air-tight containers such as sealed glass or metal containers must be either: (a) Removed from the structure prior to fumigation, or (b) Placed in double "Nylofume" bags, and twist sealed with masking tape. Food not properly prepared is subject to disposal by the certified fumigator.
- ☐ 4. Remove all mattresses and pillows with waterproof covers such as "can't wet" mattresses for infants and sickroom. If the waterproof covers are removable, it is only necessary to remove the covers, not the mattresses. All other mattresses can be fumigated.
- ☐ 5. Extinguish all sources of heat, including open flames and pilot lights (hot water heaters, ranges, wall heaters, etc.). Natural gas service to the premises must be turned off prior to date of fumigation. All glowing electric heaters and electrical heating elements such as those in pianos, organs, etc., must be shut off before fumigation. Occupant arranges for utility company to turn gas back on and assumes any charges incurred.
- ☐ 6. Turn off all air conditioning units and all automatic switch controls for appliances and lighting systems, which will be included in the space to be fumigated.
- ☐ 7. Electricity must be available and left on for operation of fans.
- ☐ 8. Open all openings into crawl spaces or attics.

### EXTERIOR PREPARATION

- ☐ 1. Exterior doors will be locked, and secured with secondary locking mechanisms, which should only be removed by Orkin personnel; Orkin will not be liable for damage caused by customer's attempt to remove secondary locking mechanisms. Keys to structure must remain either in the possession of the certified fumigator, or be left on the premises.
- ☐ 2. Lower all awnings attached to structure.
- ☐ 3. Remove all vines and trellises attached to the structure. Check ornamentals and shrubbery to be sure workmen have room (minimum clearance is 18 inches) to drop tenting materials between them and the structure.
- ☐ 4. Customer, on the day of fumigation, must water the ground immediately surrounding the structure for a distance of 18 inches outward and thoroughly saturate the same 18-inch soil strip to a depth of 8 inches.
- ☐ 5. Orkin is not responsible for vandalism, theft or breaking and entering during the fumigation and aeration procedures. Customer should arrange for security while structure is left unattended.
- ☐ 6. A thorough inspection of the crawl space must be made if accessible.
- ☐ 7. Inspect all foundation vents to ensure they are closed to prevent entry of pets or stray animals.
- ☐ 8. Inform neighbors of impending fumigation and ask that they manage their pets in a responsible manner.

### COMPLETING FUMIGATION

- Upon completion of the fumigation, we will aerate the building thoroughly and check it with gas-detecting equipment until the structure is safe for re-occupancy.
- Reentering: When the structure is safe for re-occupancy, there will be a notice posted on the front door. **DO NOT ENTER UNLESS SAID NOTICE IS POSTED ON THE DOOR.**
- It will not be necessary to wash dishes, pots, pans, silverware, etc., as the gas leaves no residue.
- Our servicemen take every precaution to protect your property. However, we cannot assume responsibility for broken roof tiles or shrub damages caused during the fumigation procedure unless this damage results from Orkin's sole negligence.

I acknowledge receipt of the Fumigation Preparation Notices.

Inspector's Signature \_\_\_\_\_  
Date 9/2/22

Customer's Signature \_\_\_\_\_  
Date 9/2/22



Palm Beach  
(561) 841-0077

Port St. Lucie  
(772) 323-2555

Stuart  
(772) 403-2888

Ft. Lauderdale  
(954) 446-0090

Acct #: 20959

☒ Commercial ☐ Residential

Notice of inspection and/or Treatment Affixed:

☐ Attic ☐ Crawl ☐ Main Elec. Panel

MAIL TO: BEACH ENVIRONMENTAL, P.O. BOX 10675, RIVIERA BEACH, FL 33419-0675

## TENT FUMIGATION TERMITE AGREEMENT

SERVICE DATE: \_\_\_\_\_

Village of North Palm Beach

BILL-TO NAME

645 Prosperity Farms Road

BILL-TO ADDRESS

North Palm Beach FL 33408

CITY STATE ZIP CODE

Nelson Schad 561-719-8560

BILL-TO PHONE SERVICE PHONE

Beach Environmental Exterminating, Inc. is hereby authorized to tent fumigate the premises described above for the control of:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> DRYWOOD TERMITES | <input type="checkbox"/> LIVE ACTIVITY                   |
| <input type="checkbox"/> OLD HOUSE BORERS            | <input checked="" type="checkbox"/> PRESUMPTIVE EVIDENCE |
| <input type="checkbox"/> POWDER POST BEETLES         | <input type="checkbox"/> PREVENTION                      |
| <input type="checkbox"/> BED BUGS                    |  |
| <input type="checkbox"/> OTHER _____                 |  |
| <input type="checkbox"/> DAMAGE PRESENT - SEE GRAPH  |  |

### CUSTOMER HAS RECEIVED:

- ☐ PREPARATION CHECK LIST  
☐ FACT SHEET

CUST INITIALS \_\_\_\_\_

### GUARANTEE SELECTED

- ☒ LIMITED PROTECTION PROGRAM  
(RETREATMENT ONLY)

#### 1. GUARANTEED PROTECTION

The type of Guarantee checked above will apply upon completion of initial treatment and payment in full. The Limited Protection Program is explained in detail and subject to the General Terms and Conditions on the reverse side hereof. The Limited Protection Program provides for any retreatment at no additional cost to the Owner.

#### 2. CONTINUOUS PROTECTION

The Initial Treatment is guaranteed for a period of one-year and Beach Environmental Exterminating, Inc. (BEE) will offer the Owner an option to renew the Guarantee each year thereafter. The first annual renewal fee will be \$ 5 years, with BEE reserving the right to adjust the annual fee each year thereafter by giving the Owner advance notice. The Owner must pay the annual renewal fee on or before the expiration month (month of initial treatment) or the Guarantee will be terminated.

#### 3. REINSPECTION

During the effective period of the Guarantee, BEE will reinspect the treatment structure at such intervals as BEE may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under the Guarantee. The Owner agrees to make the treatment structure available for reinspection.

#### 4. TRANSFER OF OWNERSHIP AND STRUCTURAL CHANGES

In the event the property is sold, BEE agrees to transfer the Guarantee to the new owner, provided BEE is notified by the new owner. In the event the new owner fails to request continued coverage, or does not pay the annual renewal fee, the Guarantee will terminate automatically as of the date of the change of ownership. BEE reserves the right to adjust the annual renewal fee upon transfer of ownership. In the event of additions and/or alterations to the treated structure, the owner must arrange with BEE for additional service, which may require additional service charges and/or an adjustment in the annual renewal fee.

#### 5. ALLERGIES AND SENSITIVITIES

If you, or any occupants, are prone to allergic reactions or sensitivities to dust, pollen, odors, etc., or suffer from any respective illness, you should consult your physician before any service is performed on your property.

SERVICE ADDRESS:

Village of North Palm Beach

NAME (IF OTHER THAN BILL TO)

560 US Highway 1, Police + Fire Department

STREET ADDRESS

North Palm Beach FL 33408

CITY STATE ZIP CODE

Building / 1 1 889,000

TYPE/NUMBER STRUCTURES NUMBER OF STORIES CUBIC FEET

☒ SLAB ☐ CRAWL

1. Initial Treatment Price \$ 28,448.00

2. Crane Fee \$ 500. Crane

3. Tax \$ N/A

4. Total Price \$ 28,948.00

5. Less 50% \$ <

6. Unpaid Balance Due Upon Completion \$ 28,948.00

### PAYMENT:

- ☐ E Check # \_\_\_\_\_  
☐ Credit Card # \_\_\_\_\_ Expiration \_\_\_\_\_ CVV \_\_\_\_\_

NOTICE TO BUYER:

YOU ARE ENTITLED TO AN EXACT, EXECUTED COPY OF THIS AGREEMENT.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, IN WRITING, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION

ACCEPTED BY:

☒ 07/11/22

BUYER OR BUYER(S) AUTHORIZED AGENT

DATE

Bradley Sprague *Bradley Sprague*  
INSPECTOR/Beach Environmental Exterminating, Inc.

Beach Environmental Exterminating, Inc., 6911 Garden Rd., Riviera Beach, FL 33404 Phone: 561-841-0077

www.beach-environmental.com

FORM#564-P rev080916



PALM BEACH  
563 N CLEARY RD  
WEST PALM BEACH, FL 33413-1628  
5612423000

Contract #: 72332-090222145332-1265

Inspection Date: 09/03/2022

Inspector: LAMPERT, DEAN J.

Homeowner Name: NORTH PALM BEACH FIRE AND POLICE

Address: 560 US HIGHWAY 1

City State Zip: NORTH PALM BEACH, FL, 33408-4902

Home Phone: 5614664691

Work Phone:

# Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

## EXTERIOR INSPECTION

### PROPERTY DETAILS

Linear Feet:	<u>1000</u>	Built Pre 1985:	<input type="checkbox"/>	Primary Use:	<u>Commercial Structure</u>
# of Stories:	<u>1</u>	Roof Type:	<u>Clay Tile</u>	Foundation Type:	<u>Concrete</u>
Construction Type:	<u>Monolithic Slab</u>	Siding:	<u>Stucco</u>	Industry Type:	
Square Footage:	<u>20000</u>	Lot Size:	<u>1.0</u>	# of Gas Meters:	<u>0</u>
Cubic Feet:	<u>650</u>	Eave Height:	<u>10</u>	Peak Height:	<u>24</u>

### PROPERTY HAS A:

Cistern:	<input type="checkbox"/>	French Drain:	<input type="checkbox"/>	Well:	<input type="checkbox"/>
Visible Pond, Lake, Stream, or Waterway:	<input type="checkbox"/>	Sprinkler System Present:	<input checked="" type="checkbox"/>		
Exterior Slab (False Porch) Over Basement Area:	<input type="checkbox"/>	Gas Meter Have 3' Clearance:	<input checked="" type="checkbox"/>		

### CONDUCTIVE CONDITIONS

Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?	<input checked="" type="checkbox"/>	Live Subterranean Termites Found?	<input type="checkbox"/>
Damage Found?	<input checked="" type="checkbox"/>	Trees/shrubs on or against home?	<input type="checkbox"/>
Conditions on or around foundation conducive to termite attack?	<input checked="" type="checkbox"/>	Foundation slab/wall visible?	<input type="checkbox"/>
Conditions allowing water to collect around structure?	<input checked="" type="checkbox"/>	Openings large enough for pest/rodent/wildlife entry?	<input checked="" type="checkbox"/>
Gutters and downspouts clear of debris and standing water?	<input checked="" type="checkbox"/>	Siding Less Than 6" From Grade:	<input checked="" type="checkbox"/>
Styrofoam Insulation or "DRI-VIT" Below Grade?	<input type="checkbox"/>	Wood embedded in concrete?	<input type="checkbox"/>
Breeding Sites:			



PALM BEACH  
563 N CLEARY RD  
WEST PALM BEACH, FL 33413-1628  
5612423000

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Inspection Date: 09/03/2022

Inspector: LAMPERT, DEAN J.

## INTERIOR INSPECTION

### PROPERTY DETAILS

Sump Pump: ☐ A/C - Heat Ducts in or Below Slab: ☐  
Plenum A/C - Heat System: ☐ Radiant Heat: ☐

### CONDUCTIVE CONDITIONS

Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☒ Live Subterranean Termites Found? ☐  
Damage Found? ☒ Obvious Signs Of Leaks? ☐  
Musky Odors? ☐ Bath Traps Installed Where Applicable? ☐  
Wall Separation/Cracks? ☒ Sagging Or Bouncing Floors? ☐

### ATTIC

Number Of Attics: 0 Attic Access Location: None  
Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests? ☐  
Adequate Ventilation? ☒ Adequate Insulation R-Value? ☒ Obvious Signs Of Leaks? ☐  
Attic Vents Screened? ☒ Asbestos Present? ☐

### CRAWL SPACE

Number Of Crawl Spaces: \_\_\_\_\_ Crawl Space Access Location: None  
Height Of Crawl Space: \_\_\_\_\_ High Point Of Crawl Space: \_\_\_\_\_ Low Point Of Crawl Space: \_\_\_\_\_  
Distance Between Joists: \_\_\_\_\_ Depth Of Joists: \_\_\_\_\_ # of electrical connections: \_\_\_\_\_  
Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests? ☒  
Wood debris, stored material or structure/ground contact?  
Excessive Moisture? Visible Plumbing Leaks? Cracked foundation walls/supports?  
Sagging Or Cracked Floor Joists? Wood-Earth Contact? Wood Debris In Crawl Space?  
Inadequate Ventilation In Crawl Space? Wood Embedded In Concrete? Entire Crawl Space Accessible?

### INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

Drywood termites throughout the buildings

Date: 09/03/2022

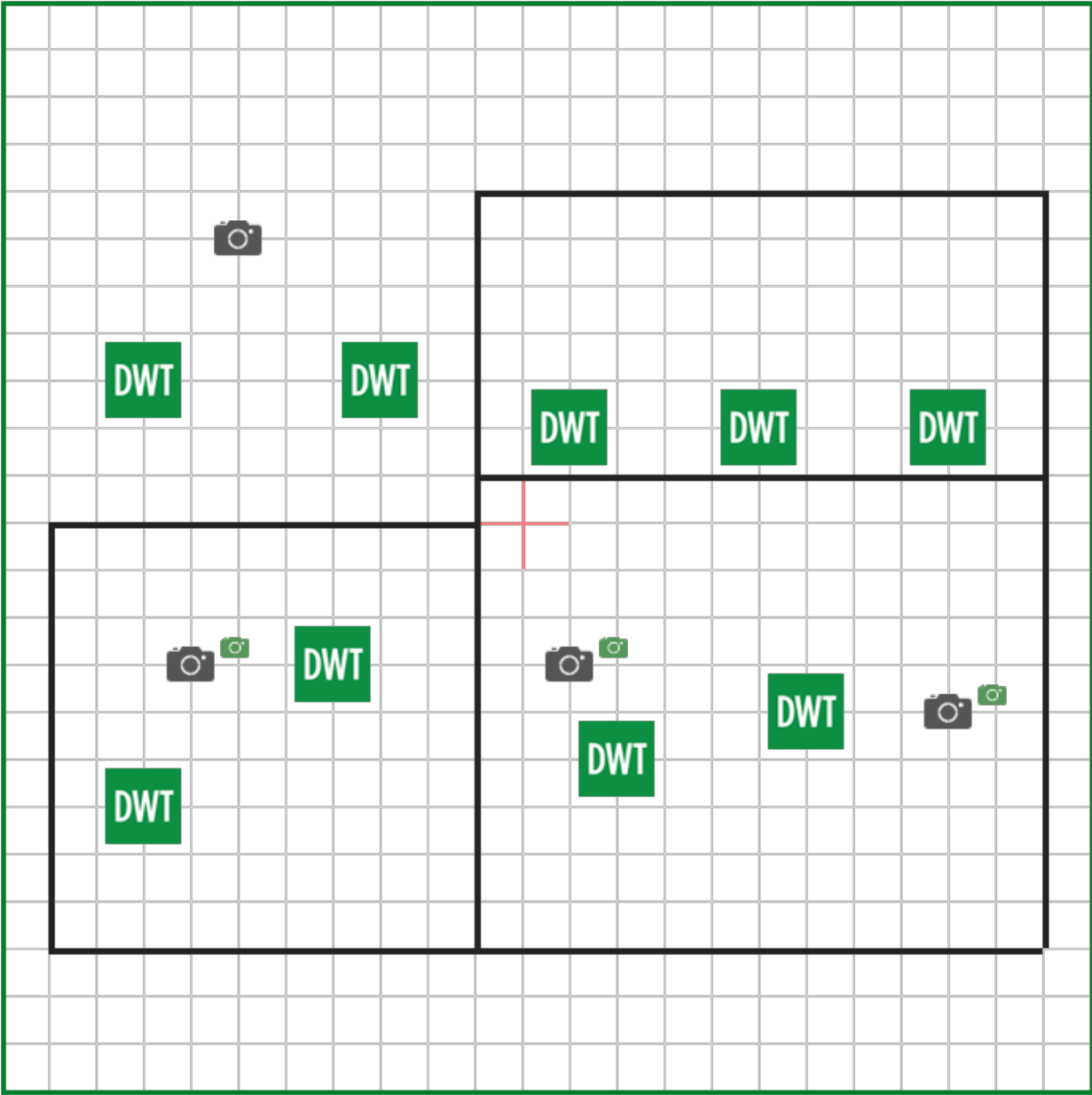
### TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:



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**Scale 1:**

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.



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## FLOOR PLAN LEGEND

### PROPERTY ELEMENTS



Exterior Gas Grill



Water Shut-Off



Sprinkler Shut-Off



Gas Meter



Air Conditioner



Cistern



Exterior Slab Over Basement Area



Inaccessible Area(s)



Sump Pump



Visible Waterway

### KEY TO EVIDENCE



Access Holes Allowing Pest Entry



Ant Activity



Bed Bug Activity



Bird Activity



Carpenter Ants



Cellulose Debris



Dampwood Termites



Drywood Termites



Earth Contact



Existing Damage



Excessive Moisture



Fungus



Faulty Grade



Flies



Formosan Termites



Gnaw Marks/Debris (Rodent)



Large Gaps



Mice



Mosquitoes



Missing Screens/Vent Covers



Possible Hidden Damage



Powder Post Beetles



Powder Post Beetle Damage



Rigid Board / Foam Insulation At Or Below Grade



Roaches



Rigid Board / Foam Insulation at or Below Grade



Rodents



Rodent Waste (Droppings)



Rodent Droppings



Rodent Tunneling In Insulation



Rodent Tunneling Under Slab Or Concrete Pad



Rub Marks (Rodent)



Siding Less Than 6" From Grade



Spiders



Styrofoam Insulation Or DRI-Vit Below Grade



Subterranean Termites



Termite Damage



Active Termites



Wood Boring Beetles



Wood Debris In CrawlSpace



Wood Embedded In Concrete



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## FLOOR PLAN LEGEND

### GENERAL TREATMENT SPECIFICATIONS

117	Trench or trench/rod soil adjacent to exterior foundation walls	117A	Vertically drill exterior attached slabs and treat soil beneath along point of attachment
118	Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath	120	Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure
121A	Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the point(s) of attachment to the structure		
121B	Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodging along the entire inside perimeter of the DFP		
121C	Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodging adjacent to the entire inside perimeter of the DFP		
128	Trench, remove, and treat soil by the Backfill Method (see label)	129	Drill and treat voids of a double brick foundation wall per product label specifications
130	Drill and treat voids of a stone foundation wall per product label specifications	131	Drill and treat voids of a triple brick foundation wall per product label specifications
132	Drill and treat voids of a hollow block foundation wall per product label specifications	133	Drill and treat voids of a brick veneer foundation wall per product label specifications
134	Drill and treat all voids of a chimney per product label specifications	138	Drill and treat a subterranean termite infested wooden sill or plate
140	Drill and treat a subterranean termite infested wooden joist/s	145	Drill into voids of termite infested wood and inject product into inaccessible voids ,termite galleries and nests
146	Make small openings into termite shelter tubes and inject product inside	147	Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths
160	Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply		
501	Install In-ground Monitoring Station		

### NON-CHEMICAL TREATMENT SPECIFICATIONS

101	Provide at least 14" clearance between wood and soil in the crawl space	102	Install access to ceiling of basement for inspection and/or treatment
104	Install door/s to provide access for treating soil adjacent to plumbing	105	Install crawl space access door
106	Install Automatic Vents	109	Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
109A	Remove form boards	110	Scrape off termite tunnels
111	Set wooden supports on concrete pads to properly insulate wood to soil contact	135	Cut off stucco at least 3" above grade and remove stucco below grade
149	Remove wood to ground contacts	152	Break ground contact on step stringers
161	Prepare floor surface for drilling	205	Install a vapor barrier over the soil of a crawl space
206	Install floor supports to provide additional support		





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## FLOOR PLAN LEGEND

### BASEMENT TREATMENT SPECIFICATIONS

122	Vertically drill basement concrete slab floor and treat the soil beneath	144	Drill and treat basement door frames
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### CRAWL SPACE TREATMENT SPECIFICATIONS

114	Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space	115	Trench or trench and rod soil adjacent to the piers of a crawl space
116	Trench or trench and rod soil adjacent to soil pipes of a crawl space	119	Trench or trench and rod soil adjacent to a chimney of a crawl space

### EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

900	Trap - Wildlife	901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic	903	Install Plumbing Vent Cap - Roof
904	Screen Gable Vent	905	Screen Foundation Vent
906	Screen Soffit Vent	907	Repair Roof Return
908	Seal Pipe Penetration	909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage	911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall	913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof	915	Install Chimney Cap

### PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

171	Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes	172	Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft)
173	Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab	174	Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall

### SLAB TREATMENT SPECIFICATIONS

122A	Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath	123	Treat soil adjacent to plumbing penetrations
123A	Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath	123AA	Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath
124	Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rodding from the outside	126	Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab





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Other



Other



Other



## DRYWOOD TERMITE SERVICE PLAN

**THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY SUCH DRYWOOD TERMITES.**

**PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.**

Customer NORTH PALM BEACH FIRE AND POLICE Main Phone 5614664691 ALT Phone \_\_\_\_\_  
Customer Mailing Address \_\_\_\_\_  
Property Address 560 US HIGHWAY 1, NORTH PALM BEACH, FL 33408-4902  
Description of Structure(s) Covered Commercial Building Email JANTHONY@VILLAGE-NPB.ORG

### SERVICE / PAYMENT TERMS

INITIAL CHARGES* (Initial Inspection and Initial Term Fee).....	\$	46000.00
ANNUAL RENEWAL CHARGE* .....	\$	4750.00
OWNERSHIP TRANSFER FEE* .....	\$	200.00
BILLING FREQUENCY .....	Annual	

\*Excludes tax (if applicable)

**THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (*KALOTERMES SPP.*, *INCISITERMES SPP.*, *CRYPTOTERMES SPP.*) (COLLECTIVELY "DRYWOOD TERMITES") INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (*RETICULITERMES SPP.*, *HETEROTERMES SPP.*), ASIAN TERMITES (*COPTOTERMES GESTROI SPP.*) AND FORMOSAN TERMITES (*COPTOTERMES SPP.*) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.**

**TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE CUSTOMER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX. IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE CUSTOMER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.**

**CUSTOMER SIGNATURE**

#### For All Residents:

- As required, Terminix has provided the Customer with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

#### For California Residents:

- Terminix has provided to Customer for review and execution the *Wood Destroying Pests and Organisms Inspection Report* as required by Cal. Bus. & Prof. Code §8516, which, along with the Inspection Graph referenced on Page 2 and any service records provided to Customer, is a part of this Agreement and is incorporated by reference herein.
- Customer will be or has been provided with the *Notice to Owner/Tenant* as required by Cal. Bus. & Prof. Code §8538.
- Customer will be or has been provided with the *Occupants Fumigation Notice and Pesticide Disclosure Statement* as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.
- Customer will be or has been provided with the following Notices: (a) *Preparation by Owner or Occupant Prior to Fumigation Notice* and (b) *Fumigation Services Notice*.

#### For Florida Residents:

- A treatment sticker will be placed on the electrical box by the service provider upon job completion.

**CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 19 AND 20 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. CUSTOMER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO CUSTOMER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.**

Customer's Company Name:	<u>NORTH PALM BEACH FIRE AND POLICE</u>	Customer's Authorized Representative (signature) _____	Date: _____
Terminix Representative Name:	<u>LAMPERT, DEAN J.</u>	Terminix Representative (Signature): _____	Date: _____
Terminix Branch Phone:	<u>5612423000</u>	Terminix Branch Charter No.: _____	
Terminix Branch Address:	<u>563 N CLEARY RD, WEST PALM BEACH, FL 33413-1628</u>		

## TERMS AND CONDITIONS

### 1. CALIFORNIA-ONLY CONSUMER INFORMATION:

- (a) **CAL. BUS. & PROF. CODE §8516 REQUIREMENT.** Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Customer within ten (10) business days of the date of the inspection and prior to commencing the provision of any services under this Agreement in accordance with Cal. Bus. & Prof. Code §8516.
- (b) **NOTICE OF WORK COMPLETED AND NOT COMPLETED.** Within ten (10) business days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Customer a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code §8518 and Title 16, Article 4, §1996.2 of the California Code of Regulations respectively.
2. **GENERAL DESCRIPTION.** By executing this Drywood Termite Plan (hereinafter the "Agreement"), Customer and Terminix agree that: a) Terminix shall procure on Customer's behalf the Services (as defined below) at the Structures identified on page 1 of this Agreement and b) Customer shall pay Terminix the Fees stated on the face of this Agreement in exchange for the procurement of such Services.
3. **INITIAL TERM; RENEWAL.** The term of this Agreement shall commence on the Effective Date, as indicated on page 1 of this Agreement and shall continue for one year (the "Initial Term"), unless terminated earlier as set forth herein. The Customer may extend the Initial Term for additional one-year periods (each a "Renewal Term") for so long as Customer owns the property described on the Inspection Graph by paying the Renewal Term Fee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days' prior written notice to Customer.
4. **FEES.** Customer shall pay the fees for the Initial Term and any prepaid Renewal Term based upon the Payment Option selected by Customer. Customer shall pay the fees for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.
5. **INSPECTION GRAPH.** This Inspection Graph, prepared by Terminix and provided to Customer, is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages identified on the Inspection Graph. In addition, hidden damage or infestation may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc., to search for hidden damage or infestation was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises depicted in the Inspection Graph represents the entirety of the damage or infestation which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any damages to the Structures including, without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of the Inspection Graph. If X (circled or not) appears on the Inspection Graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
6. **PLAN SERVICES.** Customer and Terminix agree that the Services shall consist exclusively of the following (hereinafter collectively the "Services"): Customer authorizes Terminix on Customer's behalf to (a) Arrange for the Services to be performed by a third party (the "Provider"), as applicable; (b) When necessary, issue a work order to the Provider to perform Services at Customer's Structures to control for and/or mitigate against infestation of Drywood termites; (c) Pay the Provider upon completion of the Services and after acknowledgment by the Customer that the Services have been satisfactorily completed; and (d) Conduct a full inspection of the Structures annually or at any time upon the request of Customer for drywood termite activity.
7. **LICENSES, PERMITS, SAFETY RULES AND OTHER LAWS.** Each Provider shall be properly licensed, permitted and credentialed, as required by applicable laws and regulations. The Provider shall be solely responsible to Customer for obtaining any and all licenses which are legally required to perform the Services. The Provider shall also be solely responsible to Customer for the Services being performed in compliance with all applicable safety rules, pest control regulations and other laws and regulations.
8. **LIMITED PLAN SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of Terminix during the Initial Term or any Renewal Term, as applicable, of this Agreement is as follows: (a) Perform the Services at the Structures identified above; (b) Provide additional Services at no additional charge to Purchaser, as deemed necessary by Terminix, to provide ongoing prevention, control and/or elimination of Drywood Termite colonies; and (c) Conduct a full inspection of the Structures annually or at any time upon the request of Purchaser for termite activity. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE CAUSED BY DRYWOOD TERMITES REGARDLESS OF WHETHER SUCH DAMAGE OCCURS PRIOR TO OR SUBSEQUENT TO THE DATE OF ANY TREATMENT. All corrections of infestations covered by this Agreement shall be completed within 6 months of discovery, unless otherwise agreed to in writing by the parties.
9. **NOTICE OF CLAIMS; TIMING.** Any claim made by Customer for Terminix to repair any Covered Damage must be made in writing to Terminix during the Initial Term, any Renewal Term or within the one (1) year following the expiration or termination of this Agreement ("Claim Period"). Customer's failure to provide such written notice of a claim within the Claim Period shall constitute an intentional waiver of any such claim.
10. **CUSTOMER RESPONSIBILITIES.** Customer agrees to pay Terminix according to these Terms and Conditions. Customer agrees to provide Provider with access to work areas of the Structures during working hours. The failure to allow Terminix and/or Provider such access will allow Terminix to terminate this Agreement without further notice. Customer agrees that if Customer or anyone Customer controls interferes with or delays performance of the Services, Customer may be subject to additional fees.
11. **LIMITATION OF LIABILITY; LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES, OTHER THAN AS SPECIFICALLY STATED HEREIN. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING THE SERVICES DELIVERED BY PROVIDER. TERMINIX DOES WARRANT THAT THE SERVICES DELIVERED BY PROVIDER WILL BE PERFORMED BY PROVIDER IN A GOOD AND WORKMANLIKE MANNER. TERMINIX'S WARRANTY THAT THE SERVICES WILL BE PERFORMED BY THE PROVIDER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND TERMINIX WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH SERVICES DUE TO ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION IN THE STRUCTURES, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD. TERMINIX'S WARRANTY FOR PROVIDER'S SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TERMINIX'S PROCUREMENT OF THE SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, TERMINIX AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE DELIVERED BY PROVIDER OR ANY OTHER THIRD PARTY AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES(I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS
12. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the Structure(s), Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Renewal Term Fee upon transfer of ownership. Terminix reserves the right to deny transfer to the new owner in its sole discretion. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.
13. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage. Additionally, Terminix shall not be liable to Customer and this Agreement shall be automatically terminated in the event the Structure(s) are destroyed or substantially damaged due to an event beyond Terminix's reasonable control including, but not limited to, acts of God, fires, storms, hurricanes, floods or earthquakes.
14. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover, and Terminix will not be responsible for, damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms, except as specifically provided herein this Agreement; (b) moisture conditions including, but not limited to, fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems including, but not limited to, wood-to-ground contacts; (e) termites entering any rigid foam, wooden or cellulose-containing components in contact with the earth and the Structures, regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to termite infestation.
15. **CHANGE IN LAW.** In the event of a change in existing law as it pertains to the Services herein, Terminix reserves the right to revise the Renewal Term Fee or terminate this Agreement.
16. **NON-PAYMENT; DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement without notice. In addition, cost of collection, including reasonable attorney's fees, shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
17. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
18. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
19. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org) or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
20. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
21. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 19 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
22. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties.
23. **Notice for California Consumers:** In order to establish an account and provide you with service, we may collect personal information about you, such as your name or alias(es), physical address, phone number, and/or email address. During the course of business, we will maintain service records related to your established account. If financing a service via our internal financing options, we will also collect your social security number and date of birth in order to process a credit check for loan purposes. We do not sell your personal information. For additional information about your rights related to data privacy, please review our privacy policy, available at [www.terminix.com/privacy](http://www.terminix.com/privacy).



### Summary of Charges

	Product	Renewals	Amount	Tax	Discount	Total Amount
Initial Term	Tent Defend System		\$ 46000.00	\$0.00	\$0.00	\$46000.00
Grand Total:						\$46000

Product	Merchandise	Quantity
---------	-------------	----------

### Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

\$

### Authorization

**Purchaser Name:** NORTH PALM  
BEACH FIRE AND  
POLICE **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AUTOPAY:** Purchaser authorizes Terminix and affiliates including SMAC to automatically debit Purchaser's checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix's receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser's obligations under this Agreement.

### Terminix Authorization

**Purchaser Name:** NORTH PALM  
BEACH FIRE AND  
POLICE **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

### SMAC Authorization

**Purchaser Name:** NORTH PALM  
BEACH FIRE AND  
POLICE **Purchaser (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

***TERMINIX***<sup>®</sup>

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American Fumigation Services, LLC d/b/a P.E.S.T.

**FLORIDA CUSTOMER AGREEMENT FOR**

**STRUCTURAL FUMIGATION**

**-COMMERCIAL-**

**THIS AGREEMENT IS FOR P.E.S.T. OR A CONTRACTOR SELECTED BY P.E.S.T. TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH THE TERMINIX INTERNATONAL COMPANY, L.P. (TERMINIX) TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP. INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED BY THE PEST ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR CONTRACT WITH TERMINIX.**

Customer	<u>NORTH PALM BEACH FIRE AND POLICE</u>	Main Phone	<u>5614664691</u>	ALT Phone	<u></u>
Customer Mailing Address	<u>, ,</u>				
Property Address	<u>560 US HIGHWAY 1, NORTH PALM BEACH,FL 33408-4902</u>				
Description of Structure(s) Covered	<u></u>	Email	<u>JANTHONY@VILLAGE-NPB.ORG</u>		

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

PEST IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT, OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY P.E.S.T. WAIVES ANY CLAIM OR LIABILITY AS TO P.E.S.T. FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO P.E.S.T. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT P.E.S.T. DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST P.E.S.T. AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.E.S.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER’S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL COOPERATE WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT STICKER WILL BE PLACED ON THE ELECTRICAL SERVICE PANEL UPON JOB COMPLETION.

**CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise (“Claim”), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer Rules, as applicable.**

Customer or Representative (signature) \_\_\_\_\_Date \_\_\_\_\_

Customer or Representative (Name and/or title) NORTH PALM BEACH FIRE AND POLICE

Authorized Agent (signature)

Authorized Agent (Name and Title) LAMPERT, DEAN J. Terminix Sales Professional

Company License No. Plantation – JB280427 Tampa – JB281998

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).



## **TERMS AND CONDITIONS**

1. **LIMITED SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of PEST under this agreement is to provide the following Services: Treat the Structures, as described on the Inspection Graph that has been prepared by Terminix and attached to your Terminix contract, and to re-fumigate the Structures for one year thereafter, at Terminix's sole discretion. THIS AGREEMENT DOES NOT COVER AND PEST SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY OTHER OBLIGATION.
2. **ACCESS TO PROPERTY.** Customer must allow PEST access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the customer or considered necessary by Terminix or the PEST Failure to allow PEST such access will terminate this Agreement without further notice.
3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, SUBCONTRACTOR DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF PEST SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND PEST DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING ANY TREATMENTS.
4. **FORCE MAJEURE.** PEST shall not be liable to customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary materials or utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.
5. **CHANGE IN LAW.** PEST performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, PEST reserves the right to revise or terminate this Agreement.
6. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
7. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1.800.778.7879. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in or near the location of the Structure identified in this Agreement.
8. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
9. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
10. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.



PALM BEACH  
563 N CLEARY RD  
WEST PALM BEACH, FL 33413-1628  
5612423000

Contract #: 72332-090222145332-1265

Inspection Date: 09/03/2022

Inspector: LAMPERT, DEAN J.

## BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

### MANAGE YOUR ACCOUNT 24/7.



Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and [Terminix.com/my-account](https://terminix.com/my-account).

- **MOBILE-FRIENDLY ACCESS:**  
Access your account from anywhere
- **MANAGE UPCOMING APPOINTMENTS:**  
View and schedule service visits
- **UPDATE YOUR PROFILE:**  
Update your payment and contact info
- **SIMPLE PROTECTION PLAN RENEWALS:**  
Maintain your plan without the hassle

### MAKE PAYMENTS WORRY-FREE.



Save time and money with **AutoPay**. Payments are automatically charged to your preferred payment method when they're due so there's no need to worry about another bill.

### HAPPY WITH YOUR SERVICE? PASS THE WORD ALONG.



Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

### FIND OUT WHAT PEOPLE ARE SAYING.

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Find reviews and ratings by other customers.  
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**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Alex Ahrenholz, AICP, Acting Director  
Wayne Cameron, Building Official

DATE: September 13, 2022

SUBJECT: **RESOLUTION** – Approving Third Amendment to the Agreement with NZ Consultants, Inc. for planning and zoning services to extend the term and increase the amount of compensation to \$130,000.

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The Community Development Department has had a vacancy for a planner position for the past year. Due to continued difficulties with finding qualified planner candidates, the Village has utilized NZ Consultants, Inc. to provide planning & zoning contract services. Additionally, the Principal Planner has been filling the Community Development Director Position.

On February 18, 2021, the Village Manager approved an Agreement with NZ Consultants, Inc. in the amount of \$25,000 for planning and zoning services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement with the City of Lake Worth. Through the adoption of Resolution No. 2021-50 on June 24, 2021, the Village Council approved an Amendment to the Agreement to increase the total compensation to \$50,000. Through the adoption of Resolution No. 2022-47 on June 30, 2022, the Village Council approved a Second Amendment to increase the total compensation to \$75,000 and extend the term through the end of Fiscal Year 2022. Village Staff is seeking to extend the Agreement through Fiscal Year 2023 and increase the total amount of compensation to \$130,000.

The additional cost will be offset by salary and benefit savings from the vacant positions.

The attached Resolution and Third Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Planning & Zoning	A5206-33190	Professional Services	\$130,000

**Recommendation:**

Village Staff requests Council consideration and approval of the attached Resolution approving a Third Amendment to the Agreement with NZ Consultants, Inc. for planning and zoning services to extend the term through September 30, 2023 and increase the total compensation to \$130,000, with funds expended from Account No. A5206-33190 (Planning and Zoning – Professional Services), and authorize the Mayor and Village Clerk to execute the Third Amendment in accordance with Village policies and procedures.

## **RESOLUTION 2022-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO AN AGREEMENT WITH NZ CONSULTANTS, INC. FOR CURRENT AND LONG-RANGE PLANNING AND ZONING SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CONTRACT FOR SERVICES BETWEEN NZ CONSULTANTS, INC. AND THE CITY OF LAKE WORTH BEACH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 18, 2021 the Village Manager executed an Agreement for Current and Long-Range Planning and Zoning Services with NZ Consultants, Inc. (“Agreement”) in accordance with the terms, conditions, and pricing established in an existing competitively bid contract between NZ Consultants, Inc. and the City of Lake Worth Beach; and

WHEREAS, through the adoption of Resolution No. 2021-50 on June 24, 2021, the Village Council approved a First Amendment to the Agreement to increase the total amount of compensation to \$50,000; and

WHEREAS, through the adoption of Resolution No. 2022-47 on June 30, 2022, the Village Council approved a Second Amendment to the Agreement to increase the total amount of compensation to \$75,000 and extend the term through September 30, 2022; and

WHEREAS, the parties wish to again amend the Agreement to increase the total amount of compensation to \$130,000 and extend the term of the Agreement through the end of Fiscal Year 2023; and

WHEREAS, the Village Council determines that the approval of a Second Amendment to the Agreement is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Third Amendment to the Agreement for Services with NZ Consultants, Inc. for Current and Long-Range Planning and Zoning Services to increase the total amount of compensation and extend the term of the Agreement through September 30, 2023, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Third Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment shall not exceed \$130,000, with funds expended from Account No. A5206-33190 (Planning – Professional Services).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective retroactive to August 1, 2022.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

### **THIRD AMENDMENT TO AGREEMENT FOR SERVICES**

This Second Amendment is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation ("VILLAGE"), and NZ CONSULTANTS, INC., 1851 W. Indiantown Road, Suite 100, Jupiter, FL 33458, a Florida corporation ("CONTRACTOR"), whose Federal I.D. No. is 27-0681325.

#### **RECITALS**

WHEREAS, the VILLAGE and CONTRACTOR entered into an Agreement for Services dated February 18, 2021 ("Agreement") whereby CONTRACTOR agreed to provide Current and Long-Range Planning Services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement between CONTRACTOR and the City of Lake Worth Beach; and

WHEREAS, on June 24, 2021, the parties executed a First Amendment to the Agreement to increase the total amount of compensation to \$50,000; and

WHEREAS, on June 30, 2022, the parties executed a Second Amendment to the Agreement to extend the term through September 30, 2022 and increase the total amount of compensation to \$75,000; and

WHEREAS, the parties wish to again amend the Agreement to increase the total amount of compensation and extend the term of the Agreement through the end of Fiscal Year 2023.

NOW THEREFORE, in consideration of the mutual promises set forth herein and the Agreement, as amended, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Section 5 of the Agreement is hereby modified to increase the total compensation to **\$130,000.00**.
3. Section 9 of the Agreement is hereby modified to extend the term through September 30, 2023.
4. All other provisions of the Agreement, as amended, to the extent not expressly modified herein, shall remain in full force and effect.

*[Remainder of page intentionally blank]*

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

**NZ CONSULTANTS, INC.**

By: \_\_\_\_\_  
Nilsa Zacarias, President

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
Deborah Searcy, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Village Attorney

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

---

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Wayne Cameron, Building Official  
Alex Ahrenholz, AICP, Acting Director

DATE: September 13, 2022

SUBJECT: **RESOLUTION** – Approving a Second Amendment to the Agreement with C.A.P. Government, Inc. for building inspection services to extend the term through Fiscal Year 2023 and increase the total amount of compensation to \$150,000.

---

The Community Development Department has had vacancies in Building Inspector positions for the past few years. Due to continued difficulties with finding qualified inspectors, the Village has utilized a variety of firms to provide contractual building inspection services.

On December 8, 2021, the Village Manager approved an Agreement with C.A.P. Government, Inc. in the amount of \$25,000 in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement with the Town of Jupiter, approved by the Town on July 16, 2019 for a period of 5 years. Through the adoption of Resolution No. 2022-48 on June 30, 2022, the Village Council approved an Amendment to the Agreement to increase to the total compensation by \$40,000 to \$65,000. Village Staff is requesting to increase this amount by \$10,000 for Fiscal Year 2022 (for a total of \$75,000), extend the term of the Agreement through Fiscal Year 2023 and provide for an additional \$75,000 in compensation for a total of \$150,000 through the end of the next fiscal year.

The additional cost will be offset by salary and benefit savings from the vacant positions.

The attached Resolution and Second Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Account Information:**

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	\$150,000

**Recommendation:**

Village Staff requests Council consideration and approval of the attached Resolution approving a Second Amendment to the Agreement with C.A.P. Government, Inc. for building inspection services to extend the term through the end of Fiscal Year 2023 and increase the total amount of compensation to \$150,000, with funds expended from Account No. A6019-33190 (Building – Professional Services) and authorizing the Mayor and Village Clerk to execute the Second Amendment in accordance with Village policies and procedures.

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO AN AGREEMENT WITH C.A.P GOVERNMENT, INC. FOR BUILDING INSPECTION SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT WITH THE TOWN OF JUPITER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2021, the Village Manager executed an Agreement for building inspection services with C.A.P. Government, Inc. in accordance with the terms, conditions and pricing established in an existing competitively bid Agreement between C.A.P. and the Town of Jupiter; and

WHEREAS, through the adoption of Resolution No. 2022-48 on June 30, 2022, the Village Council approved an Amendment to the Agreement to increase the total compensation to \$65,000; and

WHEREAS, Village Staff is in need of additional building inspection services through the end of the next fiscal year and is recommending extending the Agreement through September 30, 2023 and increasing the total amount of compensation to \$150,000; and

WHEREAS, the Village Council determines that the approval of the Second Amendment to the Contract is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Second Amendment to the Agreement for building inspection services with C.A.P. Government, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Second Amendment on behalf of the Village. The total compensation paid pursuant to the Second Amendment shall not exceed \$150,000, with funds expended from Account No. A6019-33190 (Community Development/Building Division – Professional Services).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 3. This Resolution shall be effective retroactive to August 1, 2022.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **SECOND AMENDMENT TO AGREEMENT FOR SERVICES**

This Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation ("VILLAGE"), and C.A.P. GOVERNMENT, INC., 1910 North Florida Mango Road, West Palm Beach, Florida 33409, a Florida corporation ("CONTRACTOR").

### **RECITALS**

WHEREAS, on December 8, 2021, the VILLAGE executed an Agreement with CONTRACTOR for building inspection services ("Agreement") in accordance with the terms, conditions and pricing established in an existing, competitively bid Agreement for Services with the Town of Jupiter; and

WHEREAS, on June 30, 2022, the VILLAGE and CONTRACTOR executed an Amendment to the Agreement to increase the total amount of compensation from \$25,000.00 to \$65,000.00; and

WHEREAS, the parties wish to again amend the Agreement to extend the term through September 30, 2023 and increase the total amount of compensation to \$150,000.00.

NOW THEREFORE, in consideration of the mutual promises set forth herein in the Agreement, as amended, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Section 5 of the Agreement is hereby amended to increase the total compensation paid by the VILLAGE to CONTRACTOR from \$65,000.00 to \$150,000.00.
3. Section 9 of the Agreement is hereby amended to extend the term through September 30, 2023.
3. All other terms of the Agreement, to the extent not specifically modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.

**C.A.P. GOVERNMENT, INC.**

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

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

Position: \_\_\_\_\_



**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
Deborah Searcy, Mayor

ATTEST:

By: \_\_\_\_\_  
Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Village Attorney

**Village of North Palm Beach  
Recreation Advisory Board Minutes  
August 9, 2022 at 7:00 p.m.  
Anchorage Park**

<b>Chairman</b>	<b>Bob Bell</b>	<b>(X)</b>	<b>Vice Chair</b>	<b>Don Grill</b>	<b>(X)</b>
<b>Member</b>	<b>Maria Cassidy</b>	<b>(X)</b>	<b>Member</b>	<b>Paul Beach</b>	<b>( )</b>
<b>Member</b>	<b>Stephen Heiman</b>	<b>(X)</b>	<b>Member</b>	<b>Rita Budnyk</b>	<b>(X)</b>
<b>Member</b>	<b>Mia St John</b>	<b>(X)</b>	<b>Recreation</b>	<b>Beth Davis</b>	<b>(X)</b>
<b>Council Rep.</b>	<b>___Mayor Searcy___</b>	<b>(X)</b>	<b>Leisure Services</b>	<b>Zak Sherman</b>	<b>(X)</b>

**Call to Order: Bob Bell called meeting to order at 7PM.**

**Roll Call: All board members present except Paul Beach. Paul let us know ahead of time that he would not be able to attend.**

**Approval of Minutes: July's minutes were approved.**

**Public Comment: No public comment.**

**Directors Report:**

- **Accomplishments**
- **Ongoing projects**
- **Programs and events**

**Lakeside Park:**

- Split rail fence
  - Fencing has been completed in all areas except near Dr. Higgins' house.
- Golf Cart
  - Estimated delivery is now October.
- Seagrapes
  - Precision planted more seagrapes on north end where the area is less thick, just north of pavilion closer to pull up bars. (Precision to water for now).
- Front gate
  - Waiting on quote for front automatic gate. Gate would open/close at whatever time we set it to.
  - If stuck inside lot after close, there could be a push button to open gate.
- Signage
  - Reviewing/revising signage to include prohibition against golf carts, etc.
- Walkovers
  - Will be replacing boards on walkovers leading to stairs; the stairs themselves were done recently. (Northside is done).
- Golf cart parking

- Mapped out golf cart parking lot
- Lot could fit at least 10 carts and free up spaces in regular lot
- The only expense would be additional split rail fencing (\$3k+); remainder of work can be done in house with Public Works

### **Anchorage Park:**

- New Playground
  - Estimated delivery/installation date is still November.
  - PO has been amended to include curbing around the playground (\$11,500) which still leaves us under budget.
  - Will need to close out playground by March 2023 in order to apply for RTP grant.
- Fitness Equipment
  - A resident asked why the pull up bars station was removed and whether we were getting new equipment.
  - Stephen answered:
    - We had to remove most of the exercise equipment at Anchorage park due to safety concerns. Most of the pieces were rusting at the bottom and had cracks that we were afraid of breaking soon. We are securing a Recreational Trails grant in Fiscal Year 2023 to upgrade the trail around the park and add new fitness equipment. So we do plan on replacing all the equipment with brand new ones. If you have any suggestions on different pieces to add please let me know. We did an outdoor fitness equipment area at the Community Center on Prosperity Farms road about 2 years ago so you can go check that one out.
- Dry Storage
  - 90% plans are complete.
  - Project pushed back to FY24.
  - Still have \$560,000 in budget for FY23 to do something such as fix fence, add landscaping, pay for undergrounding...
- New bollard
  - New bollard has been installed; split rail fence installed as well so people cannot park their cars under trees by volleyball court.
  - Bollard can be removed for overflow parking as needed.
- Signage
  - Stephen and I are discussing signage pertaining to planned gatherings of 25 or more per revised ordinance. Not sure yet what type of signage we want and where such signage should go.
  - Main sign out front of Anchorage building needs to be repainted. I guess water from the sprinkler made the sign discolored.
  - Was concern about new signage at each trail head, that they were too high. Public Works stated the national requirements for hanging signs is 7 feet or taller. The reason is a normal height person does not hit their head.
- Waitlist software
  - Becky is almost done transferring all data from Excel sheets to online program.
  - We also updated the paper sign up form to reflect the procedural change approved at the last meeting that now only allows residents to sign up for one (1) dry space and one (1) wet slip.
- Dog park

- Still waiting on Precision to install new sod in small dog park (being done this week).
- Big pavilion
  - Precision to add new sod/tree soon.
- Instructor contracts
  - In process of renewing all instructor contracts for FY23
- Plants by north slips
  - Precision stated that they just trimmed them down recently and they grow back green quickly. Stephen will be keeping eye on them. The Environmental Committee had recently commented on their condition.
- Palm Beach Crew
  - From Lisa Interlandi: One of the PBC Crew master's rowers is headed to the world championships in September.
    - It's a pretty big deal, especially considering it's such a small rowing organization. Susan St. Sing is going to write up a blurb about it for September's newsletter.

### **Marina:**

- New Proposed Slip fees
  - North Docks: \$3,465.00 ⇒ **\$3,603.60** (4% increase)
  - South Docks: \$2,562.50 ⇒ **\$2,613.75** (2% increase)
- Signage
  - New "no swimming, jumping, or diving" to be installed soon on either side of boat ramp.

### **Community Center:**

- Main field
  - Fields have been reopened.
  - Haverland core airified field. Helps grass grow stronger/thicker.
- T-Mobile
  - Still waiting on T-Mobile for reimbursement for damage done to fields in December.
- Playground
  - Playground parts are in!!!
  - Contractor will be tearing down the old playground on Tuesday, August 9th.
  - The new playground will be installed starting Monday, August 15th. (should be done by next Thursday)
- Summer Camp
  - 8 weeks of sold out summer camp have been completed.
  - Week culminated with a trip to Animal Kingdom.
- Youth Flag Football Registration
  - Ages 8-14
  - Registration opens August 1<sup>st</sup>
  - Seasons runs Sept. thru Nov. (week-day only practices and games).
  - Residents: \$95 / Non-Residents: \$110
- Minis Baseball
  - For ages 3-5. Teaches basic sports mechanics.
  - Registration starts August 1<sup>st</sup>
  - Season runs Sept. 12 thru Oct. 26 with practices on M/W 3:30-4:15pm
  - Residents: \$75 / Non-Residents: \$85
- PB Soccer Academy Futsal

- Wednesday 6-7pm (ages 8-12)
- Wednesday 7-8pm (ages 13-17)
- Residents \$10 / Non-Residents \$12
- Bleachers
  - Recommended to be done yearly.
  - Cost is \$2,495 to service both sets.
  - Scheduled in August.
- Gym floor
  - May need to redo gym floor. Getting quotes. Damage to floor by bleachers was caused by wheels spinning and digging into floor.

### **Osborne Park:**

- Garden Board
  - Held pot luck dinner on June 5 to celebrate first year of garden.
  - Received 27 membership renewals so far.
  - In process of becoming legal entity and applying for 501c3 tax exempt status. In meantime, Village will hold any funds collected and save until they are up and running.
  - Ordered two compost bins for garden.
- Basketball Court
  - New poles already in.
  - Backboards and hoops to be installed August 1<sup>st</sup>.
  - Surface to be painted/lined September 19.
- Bottle filler stations
  - Still waiting on Public Works to finish installation of bottle filler station at the racquetball court. They said they'd make it a priority.
- Outdoor restrooms
  - Doors have been painted.
- Softball field
  - New sod has been installed. Soccer shots will be using baseball field for a while however.
- Baseball/softball field
  - Haverland core airified field. Helps grass grow stronger/thicker.

### **Veterans Park:**

- New sod growing in nicely.

### **Staffing:**

- Mia Griner will be leaving us in September for a job in Atlanta, GA.
  - She will be missed!

### **Special Events:**

- Bus Trips:
  - Caladium festival (Lake Placid) (car & bike show) July 29
  - Medieval times dinner show August 18
  - Marlins vs dodgers August 28

- Hard Rock Casino September 9. \$25
- Sarasota 3 day/2 night September 18,19 & 20 \$325 pp. Dbl occup.
- Orchid Show, Homestead, FL. October 7. \$25
- Miami Dolphins vs. Vikings Game October 16. \$105
- Arcadia Antique Flea Market October 22. \$25
- Renaissance Fest & Renningers in Mt. Dora, FL. November 12 & 13. \$165
- 4-Days,3-nights Savannah, GA. November 27,28,29,30. \$525 Dbl occupancy
- Tampa Bay Bucs game vs. Saints December 5. \$245
- For all Fall Trips (starting in September):
  - NPB Residents sign-up starting Aug. 3rd
  - Non Resident sign-up starting Aug. 10th. Call Bill at 561-841-3386 or stop by office at Anchorage Park.
- **Special events**
  - **Anchorage Aweigh Fishing Tournament** 16<sup>th</sup> annual (17<sup>th</sup> year)
    - August 6 at Anchorage Park
    - Captains Meeting August 5 at 6PM Anchorage Park
    - Saturday, August 6 (Pizza, water, sodas)
- **Upcoming Events:**
  - Coffee with a cop
    - Saturday, September 10 from 9-12pm at the Library
  - Movie: More than Robots
    - Saturday, September 10 from 3-5pm at the Library
    - The Robotics team who participated in Heritage Day parade will be attending
  - Cornhole Tournament
    - Saturday, September 17
    - \$10 per single / \$20 per team
    - Advanced, beginner, and high school divisions
    - More details to come!

## **Library:**

- **Facilities**
  - Keyed up Fence to repair back gate leading to garbage bins.
  - Stephen is working with Saffold to see about adding a drain by the side doors at the library so water during heavy rain periods doesn't accumulate and leak into building.
  - 50% Deposit has been paid to R. George for the new library shelving
    - Expecting wooden shelving to arrive as early as mid-October
    - New carpet will be ordered once the new wooden shelves on wheels have been installed to make it easier on staff
    - Steel walls shelves may not arrive until December or later, not a problem as that will be easier to transition
- **Children's Programming**
  - Four storytimes are being held each week with an average of 40 parent and children attending
  - Children's craft programs are averaging 20 per week
  - Return of TCS Class Visits!
    - Class visits stopped with Covid in mid-March of 2020

- After meeting with the new Principal from The Conservatory School, we have decided to start class visits back up again with the new school year in late August
  - We will once again try to sign every child in the school up for a library card, but this year the card will go home with the child for their personal use when their parents bring them after school or on the weekends
  - To make it easier to keep track of books, each teacher will get a class card and every student will get to pick one book and check it out on their class card
  - Also, we reminded the school about October 27th being the Read for the Record Challenge day and they have agreed for us to come to the school and read to the kids as we have in the past before Covid. We won the Read for the Record Challenge two years ago and we hope to reclaim our title!
- Dolly Parton's Imagination Library Foundation
  - Something we may consider for the future
  - "Each month, Dolly Parton's Imagination Library mails a
  - high quality, age appropriate book to all registered children ages 0-5, addressed to them, at no cost to the child's family. Countless parents have shared how excited their child is when their new book arrives each
  - month. Many groups and individuals work hard behind
  - the scenes to make that special moment possible for each
  - child."
  - We would need to locate a sponsor and provide enrollment advertisements
  - Currently 600 children in our area are eligible for this service
  - There is only one affiliate or champion in Palm Beach County and their service area is Pahokee, Belle Glade, South Bay, Canal Point, and Lake Park
- Summer Reading
  - Jurassic Parts Liquid Nitrogen Show
  - Over 100 people came to learn the wonders of liquid nitrogen and how it effects objects. It was a truly magical experience with audience participation and fun!
  - Children were delighted to watch as our presenter showed children how liquid nitrogen freezes flowers and balloons in just a couple of seconds!
  - The show ended with the entire audience taking a trip through a cloud of cold water vapor!
- Free Summer Lunch
  - Free lunch and snack ends July 29th but we have had a great turnout this summer
  - Many parents appreciated the extra help with healthy food options and some families made a whole trip out of it by stopping by for lunch and then attending a program
  - We will definitely be signing up to be a meal site again next year
- Teen Programming:
  - Volunteers have been helping us weekly with setting up for children's programs as well as learning how to shelve books and keep the library clean. We are so grateful for their help during this busy summer break!
- Adult Programming
  - Knit and Crochet continues to meet every Monday for an average of 10 people
  - Yoga in the Park has stopped until October
  - Book Club was held July 7th
    - The book that was discussed was The Hotel Nantucket by Elin Hilderbrand
    - We had 12 members attend

- Great Courses Lectures
  - Go inside this thrilling story with A History of India, a breathtaking survey of South Asia from its earliest societies along the Indus and Ganges rivers through the modern challenges of the 21st century. Taught by Professor Michael H. Fisher of Oberlin College, these 36 sweeping lectures enable you to understand the epic scope of the subcontinent's history. Perhaps the most important facet of this history is how diverse the region truly is. Roughly the size of continental Europe, India—along with its neighbors Pakistan and Bangladesh—contains a myriad of ethnic groups, socioeconomic classes, religions, and cultural mores.
  - 26 people so far this month have attended a Great Courses Lecture
- Special Events:
  - First Senior Appreciation Bingo Night was held July 13th and will reoccur every 2nd Wednesday of each month
  - Dedicated Senior Medical Center sponsored the event and provided all of the prizes as well as food and drink
  - 14 seniors attend this event after only 2 weeks of advertising so we hope our next Bingo night August 10th will draw an even bigger crowd
- Friends of the Library:
  - The last meeting of the year was held May 9th and they will not meet again until September.
- Next Advisory Board Meeting:
  - August 23rd in Library Obert Room
- Zak also went over FY22 accomplishments and goals for FY23. Some goals included adding automatic sliding gate at lakeside and to renovate veterans park.

### **New Business:**

- **Discussion of 2023 Florida Recreational Development Assistance Program (FRDAP) grant application in the amount of \$50,000 for the Tennis Courts – Phase II project by Beth Davis**
  - Beth Davis gave presentation about application for FRDAP grant to finish 4 tennis courts at the country club. Grant will be \$50,000 and pay for the entire project. Construction would start next summer 2023. Rita made motion to support FRDAP grant application to cover cost of completing 4 courts and drainage. Mia made a second. All were in favor.

### **Old Business:**

- **Dry Storage Project Update Next Steps**
  - Project being pushed off till FY24.
  - Have \$560k to do something in FY23 such as fencing, undergrounding, etc.
  - Council is concerned about aesthetics.
  - Discussed having dirt surface. Discussed purchasing security fence for north and south sides. Board felt the fence could be removed easily in future to accommodate project and without damage. Could put chain link on north side to save some money.
  - Zak answered questions that the board had from the July meeting. Board wanted to know lifespan of grid and maintenance costs. They also wanted information about drainage/exfiltration costs if Village decided to go with grid system. Board felt the estimate should have been lower.



- Truegrid manufacturer documentation states 25 to 60-year lifespan, but Engenuity recommends budgeting for a shorter lifespan, say 10 to 20 years. Truegrid is an interlocking paver, that can be replaced in sections if one area gets damaged. Also, regarding the replacement cost at the end of the lifespan, this number could be substantially reduced if the Village does regular maintenance and keeps the paver grid in good working order with spot repairs as needed. SFWMD is likely going to require some storage/treatment even for just the Truegrid pavers. Engenuity feels we could get the cost down to about 50% of the current cost for the drainage infrastructure if this option is selected. Could be up to \$150,000 less.
- Discussed cameras on south side.

### **Member Comments:**

**Adjournment:** Adjourned at 8:06PM. Don made motion; Rita second. All were in favor.

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, Acting Director of Public Works

DATE: September 22, 2022

SUBJECT: **RESOLUTION – Accepting a proposal from Tyler Technologies, Inc. for the addition of a MUNIS work order module at a total cost not to exceed \$98,450**

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Village Staff is seeking Council consideration and approval of the attached Resolution accepting a proposal from Tyler Technologies, Inc. for the addition of a work order module in our current financial software platform (MUNIS).

In an effort to improve the process and procedures for the work that is performed on a daily basis, the Public Works team identified a need to replace the existing work order software system. Upon review of several options, staff feels that it is in the best interest of the Village to purchase the work order module in MUNIS. This addition to our existing software will allow the work order system to collaborate with our accounting system in real time. It will also link up with the MUNIS inventory module that the Public Works department implemented a few years ago. These integrated systems will help staff to fully understand workload and activities, monitor supply/inventory and maintain assets.

The total initial cost to add the module is estimated at \$98,450. A breakdown of the total cost is provided in the table below:

Description	Estimated Cost (*)
Work Order Module	\$47,025
One Year Maintenance Cost	5,225
Implementation Cost	46,200
<b>Total Cost</b>	<b>\$98,450</b>

*(\*) Tyler has included a 10% discount on the license fees and 6 months of maintenance costs have been waived since the Village is a current customer*

The recurring maintenance cost (currently estimated at \$7,838) will be included in the annual operating budget request for the Public Works Department. Licenses for existing software are exempt from the Village's purchasing policies and procedures.

Funding:

This purchase was identified as one that can be funded utilizing the FY21 General Fund Net Income Funds, which are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased.

The following budget amendment utilizes \$98,450 in CIP funds for this purchase. A CIP Fund Recap, as well as all supporting documentation, has been included in your agenda backup material for review:

**Budget Amendment – Capital Projects Fund:**

<b>Account</b>	<b>Description</b>	<b>Use</b>	<b>Source</b>
K6018-66415	Public Works Administration – Computer Hardware & Software	\$98,450	
K5541-66000	Reserve Expenses - Capital		\$98,450
<b>Total</b>		<b>\$98,450</b>	<b>\$98,450</b>

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Tyler Technologies, Inc. to add the work order module in MUNIS at a total cost not to exceed \$98,450, with funds expended from Account No. K6018-66415 (Public Works Administration – Computer Hardware & Software), authorizing the Mayor and Village Clerk to execute the required budget amendment for this purchase and authorizing the Interim Village Manager to take all actions necessary to complete this purchase in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM TYLER TECHNOLOGIES, INC. FOR THE ADDITION OF A MUNIS WORK ORDER MODULE FOR THE PUBLIC WORKS DEPARTMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$98,450.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PUBLIC WORKS – COMPUTER HARDWARE AND SOFTWARE CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department requested approval of a proposal from Tyler Technologies, Inc. for the addition of a work order module for the Public Works Department in the Village's existing financial software platform (MUNIS); and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer \$98,450.00 from the Capital Reserve Account to the Public Works – Computer Hardware and Software Capital Account to fund the purchase of this software; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a proposal from Tyler Technologies, Inc. for the addition of a work order module for the Public Works Department in the Village's existing financial software platform (MUNIS) at a total cost of \$98,450 (excluding recurring maintenance costs), with fund expended from Account No. K6018-66415 (Public Works – Computer Hardware and Software). The Village Council further authorizes the Interim Village Manager to take all steps necessary to effectuate this purchase.

Section 3. In order to fund this expenditure, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

### **Budget Amendment – Capital Projects Fund:**

Account	Description	Use	Source
K6018-66415	Public Works Administration – Computer Hardware & Software	\$98,450	
K5541-66000	Reserve Expenses - Capital		\$98,450
<b>Total</b>		<b>\$98,450</b>	<b>\$98,450</b>

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



Quoted By: Cindy Chase  
 Quote Expiration: 10/31/22  
 Quote Name: North Palm Beach - EAM  
 Quote Description: EAM

**Sales Quotation For:**

Village of North Palm Beach  
 501 US Highway 1  
 North Palm Beach FL 33408-4901  
 Phone: +1 (561) 841-3360

**Tyler License Fees and Related Services**

Description	Qty	License	Hours	Module Total	Year One Maintenance
Enterprise Asset Management					
Asset Maintenance & Performance - Per User	25	\$ 39,750.00	224	\$ 35,775.00	\$ 7,950.00
Additional					
GIS	25	\$ 12,500.00	8	\$ 11,250.00	\$ 2,500.00
		<i>Sub-Total</i>		<i>\$ 52,250.00</i>	<i>\$ 47,025.00</i>
		<i>Less Discount</i>		<i>\$ 5,225.00</i>	<i>\$ 5,225.00</i>
		<b>TOTAL</b>	<b>232</b>	<b>\$ 47,025.00</b>	<b>\$ 5,225.00</b>

**Tyler Annual Services**

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
System Management Services Contract	1	0	\$ 2,613.00
	<b>TOTAL:</b>	<b>0</b>	<b>\$ 2,613.00</b>

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	32	\$ 175.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Remote Implementation	232	\$ 175.00	\$0.00	\$ 40,600.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 46,200.00</b>	<b>\$ 0.00</b>

#### Summary

#### One Time Fees

#### Recurring Fees

Total Tyler License Fees

\$ 47,025.00

\$ 5,225.00

Total SaaS

\$ 0.00

\$ 0.00

Total Tyler Services

\$ 46,200.00

\$ 2,613.00

Total Third-Party Hardware, Software, Services

\$ 0.00

\$ 0.00

**Summary Total**

**\$ 93,225.00**

**\$ 7,838.00**

**Contract Total**

**\$ 98,450.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

#### Optional Professional Services



Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Conversion – See Detailed Breakdown Below				\$ 4,000.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 4,000.00</b>	<b>\$ 0.00</b>

#### Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Enterprise Asset Management				
AM - Work Order Asset	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
<b>TOTAL</b>				<b>\$ 4,000.00</b>

#### Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	Liense Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Enterprise Asset Management						
Asset Maintenance & Performance - Per User	\$ 39,750.00	\$ 3,975.00	\$ 35,775.00	\$ 7,950.00	\$ 3,975.00	\$ 3,975.00
Additional						
GIS	\$ 12,500.00	\$ 1,250.00	\$ 11,250.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
<b>TOTAL</b>	<b>\$ 52,250.00</b>	<b>\$ 5,225.00</b>	<b>\$ 47,025.00</b>	<b>\$ 10,450.00</b>	<b>\$ 5,225.00</b>	<b>\$ 5,225.00</b>

#### Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.

Maintenance waived first 6 months, billing for maintenance will start on the 6 month from the effective date. Then maintenance will be prorated to line up with annual Munis maintenance billing terms.

Village of North Palm Beach			
CIP Fund Recap			
Fiscal Year 2022			
<b><u>Beginning Balance</u></b>			<b>\$88,407</b>
<b><u>Transfers in:</u></b>	<b><u>Resolution / Ordinance</u></b>	<b><u>Amount</u></b>	<b><u>Total</u></b>
FY 2022 Transfer in (transfer during budget process)	Ordinance # 2021-17	660,000	
FY 2022 Transfer in (use of FY21 Net Income)	Ordinance # 2022-08	2,000,000	
<b>Total Transfers in</b>			<b>\$2,660,000</b>
<b><u>Less: Purchases</u></b>			
	<b><u>Description</u></b>	<b><u>Resolution #</u></b>	<b><u>Amount</u></b>
			<b><u>Total</u></b>
	<b><u>Fiscal Year 2022</u></b>		
	Community Center Playground Equipment	Resolution # 2022-08	3,315
	Boat Engine Replacement	Resolution # 2022-12	44,500
	Webstreaming	Resolution # 2022-15	39,690
	Increase in Grapple Truck Purchase Price	Resolution # 2022-18	7,750
	Lighthouse Drive Bridge Conceptual Designs	Resolution # 2022-33	91,288
	Village Hall Air Handler & Chiller Replacement	Resolution # 2022-34	203,868
	Anchorage Park Playground Replacement	Resolution # 2022-35	250,000
	Solid Waste Front Load Truck	Resolution # 2022-43	307,939
	Power Stretchers	Resolution # 2022-65	66,800
	Monitors / Defibrillatros	Resolution # 2022-66	124,424
	MUNIS Work Order Software	on 9/8/22 agenda	98,450
<b>Total Purchases</b>			<b>(1,238,024)</b>
<b>CIP Fund Available Balance</b>			<b>\$1,510,383</b>

## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Allan Bowman, Head Golf Professional  
Beth Davis, CCM, General Manager

DATE: September 22, 2022

SUBJECT: **RESOLUTION** – Approving a Fourth Amendment to the existing Contract with NPBCC's golf course maintenance provider, BrightView Golf Maintenance, Inc. to increase the amount of compensation by 8.25%

---

Village staff is requesting Village Council consideration and approval of a Resolution approving a Fourth Amendment to the Contract with BrightView Golf Maintenance, Inc. to increase the amount of compensation paid to BrightView by 8.25%.

### Background:

Through the adoption of Resolution No. 2019-44 on May 23, 2019, the Village Council approved a Contract for Golf Course Maintenance Services with BrightView Golf Maintenance, Inc. at an annual cost of \$1,289,849.00.

Through the adoption of Resolution No. 202-34 on April 23, 2020, the Village Council approved an Amendment to the Contract. Pursuant to the terms of the Amendment, BrightView agreed to perform bunker repair and pond remediation work at a total cost of \$295,894.80. The Village and BrightView further agreed to amend the Contract to:

1. Incorporate the additional work and provide for a payment schedule;
2. Extend the term of the Contract by one year, from October 1, 2022 through September 30, 2022, subject to two additional one-year renewals upon mutual agreement by both parties at the same rate of compensation for Fiscal Year 2023;
3. Adjust the total annual compensation for Fiscal Year 2023 by the weighted average of changes to the Consumer Price Index for All Urban Consumers (25%) and the Employment Cost Index for Total Compensation for Private Industry Workers (75%). Notwithstanding the foregoing, the maximum adjustment for Fiscal Year 2023 shall not exceed five percent (5%).

The weighted average of the two indexes was 6.2%; consequently, BrightView is entitled to receive the additional 5% or \$64,492.50. However, Village Staff is seeking to increase the annual compensation by an additional 3.25% or \$41,920.09 to allow BrightView to add one golf course equipment turf sprayer and one additional employee to its maintenance staff to assist the Country Club to achieve optimal golf course conditions and continued operational improvement. The total recommended adjustment to the compensation is 8.25%, which is less than the 8.3% increase in the Consumer Price Index from August 2021 to August 2022.

Subsequent to the execution of the Amendment, the Village and BrightView executed a Second Amendment to provide for an enhanced foliar program for the fairways for an additional year and a Third

Amendment to provide for enhanced foliar program for both the fairways and the roughs for the duration of the Contract.

Funding:

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Country Club	Golf Course Maintenance	L8045-33491	Contractual Services	\$106,412.54

The attached Resolution and Fourth Amendment to the Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution approving a Fourth Amendment to the Contract with BrightView Golf Maintenance, Inc. to increase the compensation for Fiscal Year 2023 in the total amount of \$106,412.54, with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services), and authorizing the Mayor and Village Clerk to execute the Fourth Amendment in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FOURTH AMENDMENT TO THE GOLF COURSE MAINTENANCE CONTRACT WITH BRIGHTVIEW GOLF MAINTENANCE, INC. TO PROVIDE FOR AN ADJUSTMENT IN ANNUAL COMPENSATION FOR FISCAL YEAR 2023 AS WELL AS AN ADDITIONAL EMPLOYEE AND EQUIPMENT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FOURTH AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-44 on May 23, 2019, the Village entered into a Contract for Golf Course Maintenance Services with BrightView Golf Maintenance, Inc. (“BrightView”); and

WHEREAS, through the adoption of Resolution No. 2020-34 on April 23, 2020, the Village and BrightView executed an Amendment to the Contract to incorporate additional bunker repair and pond remediation work at the Golf Course, provide payment terms for the additional work, and extend the Contract for an additional one-year period through Fiscal Year 2023 subject to an adjustment in compensation based on indexes published by the United States Bureau of Labor and Statistics; and

WHEREAS, through the adoption of Resolution 2021-04 on January 14, 2021, the Village and BrightView executed a Second Amendment to the Contract to provide for an Enhanced Foliar Program for the fairways for an additional one year; and

WHEREAS, through the adoption of Resolution 2021-58 on July 8, 2021, the Village and BrightView executed a Third Amendment to the Contract to provide for an Enhanced Foliar Program for both the fairways and the roughs for the duration of the Contract; and

WHEREAS, the parties wish to again amend the Contract to provide for the adjustment in compensation for Fiscal Year 2023 as set forth in the Amendment, as well as to provide an additional adjustment in compensation in exchange for an additional golf course turf sprayer and one additional maintenance employee; and

WHEREAS, the Village Council determines that the approval of a Fourth Amendment to the Contract is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Fourth Amendment to the Contract with BrightView Golf Maintenance, Inc. for Golf Course Maintenance Services, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Fourth Amendment on behalf of the Village. The total increase in compensation for Fiscal Year 2023 shall not exceed \$106,412.54, with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services).



Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## **FOURTH AMENDMENT TO CONTRACT**

This Fourth Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal I.D. is 95-2999239.

WHEREAS, the VILLAGE and CONTRACTOR executed a Contract for Golf Course Maintenance Services dated May 23, 2019 (“Contract”); and

WHEREAS, on April 23, 2020, the VILLAGE and CONTRACTOR executed an Amendment to the Contract (“Amendment”) to incorporate additional work, extend the term of the Contract and provide for an adjustment in compensation for Fiscal Year 2023; and

WHEREAS, on January 14, 2021, the VILLAGE and CONTRACTOR executed a Second Amendment to the Contract (“Second Amendment”) to implement an enhanced foliar program for the fairways for an additional year; and

WHEREAS, on July 8, 2021, the VILLAGE and CONTRACTOR executed a Third Amendment to the Contract (“Third Amendment”) to implement an enhanced foliar program for both the fairways and the roughs for the duration of the Contract; and

WHEREAS, the parties wish to amend the Contract to provide for the compensation adjustment set forth in the Amendment and provide an additional adjustment to fund the purchase of an additional turf sprayer and an additional maintenance staff employee.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

### **1. Recitals**

The foregoing recitals are ratified as true and correct and are incorporated herein.

### **2. Adjustment to Compensation and Additional Equipment/Personnel**

- A. Pursuant to the terms of Section 4.B of the Amendment, the annual compensation payable by the VILLAGE to CONTRACTOR is increased by five percent (5%) or \$64,492.50 for Fiscal Year 2023.
- B. In addition to the increase referenced in subsection A above, the annual amount of compensation payable by the VILLAGE to CONTRACTOR shall be increased an additional three and one-quarter percent (3.25%) or \$41,920.09 for Fiscal Year 2023. In exchange for this increase, CONTRACTOR agrees to add one golf course equipment turf sprayer and one additional employee to its maintenance staff at the North Palm Beach Country Club Golf Course.

**3. E-Verify.**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

**4. Conflicts**

In the event of a conflict between this Fourth Amendment and the Contract, as amended, the terms of this Fourth Amendment shall control. To the extent not expressly modified herein, all other provisions of the Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.

**CONTRACTOR:**  
**BRIGHTVIEW GOLF MAINTENANCE, INC.**

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

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

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

**VILLAGE OF NORTH PALM BEACH:**

BY: \_\_\_\_\_

DEBORAH SEARCY,  
MAYOR

ATTEST:

BY: \_\_\_\_\_

JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
LEONARD G. RUBIN,  
VILLAGE ATTORNEY

**Transmission of material in this release is embargoed until  
8:30 a.m. (ET) Friday, July 29, 2022**

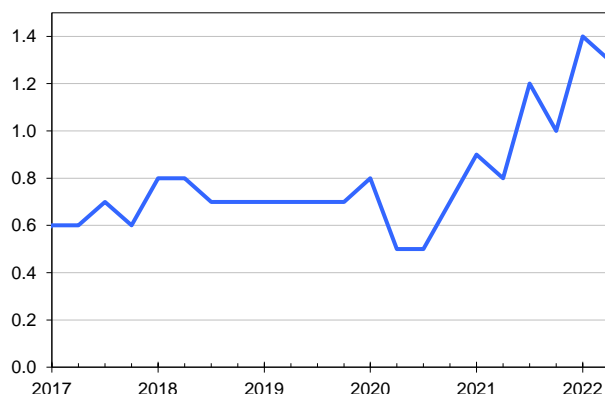
USDL-22-1553

Technical information: (202) 691-6199 • [ncsinfo@bls.gov](mailto:ncsinfo@bls.gov) • [www.bls.gov/ect](http://www.bls.gov/ect)  
Media contact: (202) 691-5902 • [pressoffice@bls.gov](mailto:pressoffice@bls.gov)

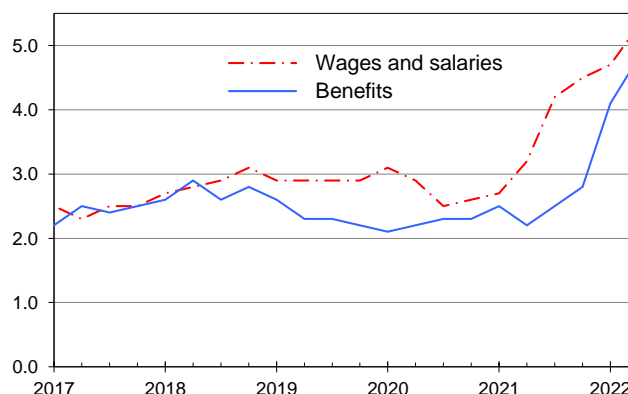
### EMPLOYMENT COST INDEX - JUNE 2022

**Compensation costs** for civilian workers increased 1.3 percent, seasonally adjusted, for the 3-month period ending in June 2022, the U.S. Bureau of Labor Statistics reported today. **Wages and salaries** increased 1.4 percent and **benefit costs** increased 1.2 percent from March 2022. (See chart 1 and tables A, 1, 2, and 3.)

**Chart 1. Three-month percent change, seasonally adjusted, civilian workers, total compensation**



**Chart 2. Twelve-month percent change, not seasonally adjusted, civilian workers**



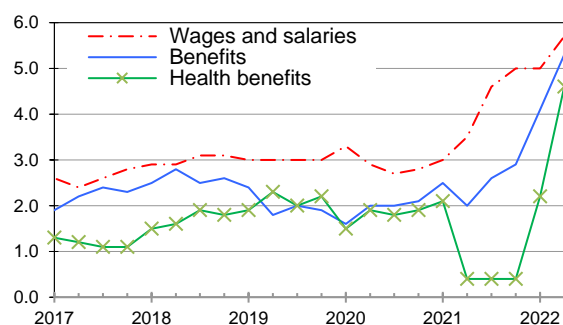
**Compensation costs** for civilian workers increased 5.1 percent for the 12-month period ending in June 2022 and increased 2.9 percent in June 2021. **Wages and salaries** increased 5.3 percent for the 12-month period ending in June 2022 and increased 3.2 percent for the 12-month period ending in June 2021. **Benefit costs** increased 4.8 percent over the year and increased 2.2 percent for the 12-month period ending in June 2021. (See chart 2 and tables A, 4, 8, and 12.)

**Compensation costs** for private industry workers increased 5.5 percent over the year. In June 2021, the increase was 3.1 percent. **Wages and salaries** increased 5.7 percent for the 12-month period ending in June 2022 and increased 3.5 percent in June 2021. The cost of **benefits** increased 5.3 percent for the 12-month period ending in June 2022 and increased 2.0 percent in June 2021. Inflation-adjusted (constant dollar) private wages and salaries declined 3.1 percent for the 12 months ending June 2022. Inflation-adjusted benefit costs in the private sector declined 3.5 percent over that same period. (See charts 3, 4, and tables A, 5, 9, and 12.)

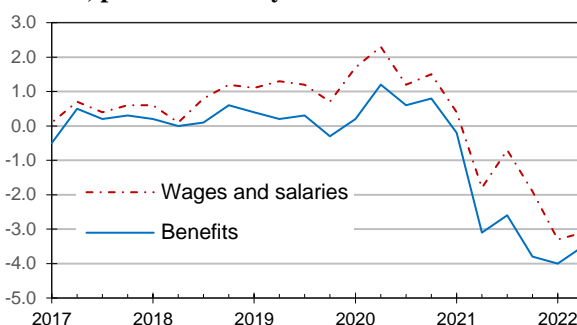
#### Updated Employment Weights

Beginning with the December 2022 news release, the Employment Cost Index will introduce new employment weights based on the 2018 Standard Occupational Classification (SOC) system, see [www.bls.gov/ncs/ect/eci-2021-fixed-weights-and-2018-soc-update.htm](http://www.bls.gov/ncs/ect/eci-2021-fixed-weights-and-2018-soc-update.htm).

**Chart 3. Twelve-month percent change, current dollar, private industry workers**



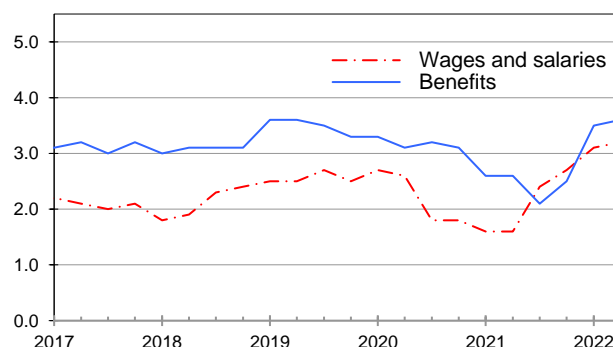
**Chart 4. Twelve-month percent change, constant dollar, private industry workers**



Among private industry **occupational groups**, compensation cost increases for the 12-month period ending in June 2022 ranged from 4.3 percent for natural resources, construction, and maintenance occupations to 8.0 percent for service occupations. Within **industry supersectors**, compensation cost increases ranged from 4.0 percent for construction to 7.8 percent for leisure and hospitality. (See table 5.)

**Compensation costs** for state and local government workers increased 3.4 percent for the 12-month period ending in June 2022, compared with an increase of 2.0 percent in June 2021. **Wages and salaries** increased 3.2 percent for the 12-month period ending in June 2022 and 1.6 percent a year ago. **Benefit costs** increased 3.6 percent for the 12-month period ending in June 2022. The prior year increase was 2.6 percent. (See chart 5 and tables A, 7, 11, and 12.)

**Chart 5. Twelve-month percent change, not seasonally adjusted, state and local government workers**



**Table A. Major series of the Employment Cost Index**  
[Percent change]

Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
<b>Civilian workers<sup>1</sup></b>								
Compensation <sup>2</sup> .....	1.4	1.3	2.9	4.5	5.1	-2.4	-3.7	-3.6
Wages and salaries.....	1.2	1.4	3.2	4.7	5.3	-2.1	-3.6	-3.5
Benefits.....	1.8	1.2	2.2	4.1	4.8	-3.0	-4.2	-3.9
<b>Private industry</b>								
Compensation <sup>2</sup> .....	1.4	1.5	3.1	4.8	5.5	-2.2	-3.5	-3.3
Wages and salaries.....	1.3	1.6	3.5	5.0	5.7	-1.8	-3.3	-3.1
Benefits.....	1.9	1.3	2.0	4.1	5.3	-3.1	-4.0	-3.5
Health benefits.....	—	—	0.4	2.2	4.6	—	—	—
<b>State and local government</b>								
Compensation <sup>2</sup> .....	1.1	0.8	2.0	3.2	3.4	-3.2	-4.9	-5.2
Wages and salaries.....	0.9	0.7	1.6	3.1	3.2	-3.5	-5.1	-5.4
Benefits.....	1.5	0.9	2.6	3.5	3.6	-2.6	-4.7	-5.0

<sup>1</sup> Includes private industry and state and local government.

<sup>2</sup> Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at [www.bls.gov/ncs/ect/data.htm](http://www.bls.gov/ncs/ect/data.htm). Dashes indicate data not available.

## TECHNICAL NOTE

The Employment Cost Index (ECI) measures the change in the cost of labor, free from the influence of employment shifts among occupations and industries. For information on survey concepts, coverage, methods, nonresponse adjustment, and imputation see *National Compensation Measures Handbook of Methods* at [www.bls.gov/opub/hom/ncs/home.htm](http://www.bls.gov/opub/hom/ncs/home.htm).

### Sample size

Data for this reference period were collected from a probability sample of approximately 29,600 occupational observations selected from a sample of about 7,400 private industry establishments and approximately 7,700 occupational observations selected from a sample of about 1,400 state and local government establishments that provided data at the initial interview. Beginning December 2021, an additional (fourth) private industry sample is used in estimation to mitigate the impact of decreasing response rates.

### Standard errors

To assist users in ascertaining the reliability of ECI series, standard errors of all current quarter not seasonally adjusted 3- and 12-month percent change series are also available, see [www.bls.gov/ncs/ect/ectvar.htm](http://www.bls.gov/ncs/ect/ectvar.htm) and the database query tool at [www.bls.gov/ncs/ect/data.htm](http://www.bls.gov/ncs/ect/data.htm). Standard errors provide users a measure of the precision of an estimate to ensure that it is within an acceptable range for their intended purpose.

### Historical listings

Historical ECI data are available in xlsx format at [www.bls.gov/ect/#tables](http://www.bls.gov/ect/#tables). The continuous occupational and industry series listing uses the Standard Industrial Classification (SIC) Manual and Occupational Classification System (OCS) series from 1975 through 2005 and the North American Industry Classification System (NAICS) and Standard Occupational Classification (SOC) from 2006 to the present. It provides the official series deemed continuous after the change in classification systems. For more information on the criteria used in defining continuous series, see the article published in the *Monthly Labor Review* at [www.bls.gov/opub/mlr/2006/04/art2full.pdf](http://www.bls.gov/opub/mlr/2006/04/art2full.pdf).

### Employer Costs for Employee Compensation data

The costs per hour worked of compensation components are published as part of the Employer Costs for Employee Compensation (ECEC) news release. The ECEC release dates are available at [www.bls.gov/schedule/news\\_release/ecec.htm](http://www.bls.gov/schedule/news_release/ecec.htm). Historical ECEC data are available in xlsx format at [www.bls.gov/ect/#tables](http://www.bls.gov/ect/#tables). Since the ECEC is calculated with current employment weights rather than the fixed weights used in computing the ECI, year-to-year changes in the cost levels usually differ from those in the ECI.

### Fixed employment weights

For additional information on the use of fixed employment weights in computing the ECI, see [www.bls.gov/opub/mlr/2016/article/introducing-2012-fixed-employment-weights-for-the-employment-cost-index.htm](http://www.bls.gov/opub/mlr/2016/article/introducing-2012-fixed-employment-weights-for-the-employment-cost-index.htm).

### Additional information

Starting with the June 2022 ECI release, historical tables are available in xlsx format for constant dollar, current dollar, and continuous series, see [www.bls.gov/ncs/ect/new-eci-historical-tables.htm](http://www.bls.gov/ncs/ect/new-eci-historical-tables.htm). The 2022 ECI release dates are available on the release calendar at [www.bls.gov/schedule/news\\_release/eci.htm](http://www.bls.gov/schedule/news_release/eci.htm). Subscribe to receive the BLS Economic News Release email at [public.govdelivery.com/accounts/USDOLBLS/subscriber/new](mailto:public.govdelivery.com/accounts/USDOLBLS/subscriber/new). If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

**Table 1. Employment Cost Index for total compensation, by occupational group and industry<sup>1</sup>**  
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec.2005=100)		Percent changes for 3-months ended-								
	Mar. 2022	Jun. 2022	Jun. 2020	Sep. 2020	Dec. 2020	Mar. 2021	Jun. 2021	Sep. 2021	Dec. 2021	Mar. 2022	Jun. 2022
<b>Civilian workers</b>											
All workers <sup>2</sup> .....	150.1	152.1	0.5	0.5	0.7	0.9	0.8	1.2	1.0	1.4	1.3
<b>Industry</b>											
Goods-producing industries <sup>3</sup> .....	146.2	148.0	0.7	0.4	0.6	0.7	1.0	1.0	0.9	1.5	1.2
Manufacturing.....	146.2	147.8	0.7	0.4	0.7	0.6	0.9	1.3	0.8	1.8	1.1
Service-providing industries <sup>4</sup> .....	151.0	153.1	0.5	0.6	0.7	1.0	0.6	1.4	0.9	1.4	1.4
Education and health services.....	148.4	149.9	0.2	0.6	0.6	0.6	0.6	1.0	1.0	1.3	1.0
Educational services.....	147.5	148.7	0.6	0.2	0.6	0.5	0.5	0.8	0.6	1.1	0.8
Elementary and secondary schools.....	148.0	149.0	0.6	0.4	0.6	0.5	0.6	0.6	0.6	1.0	0.7
Junior colleges, colleges, universities, and professional schools.....	146.1	147.3	0.5	-0.3	0.4	0.4	0.4	1.1	0.6	1.0	0.8
Health care and social assistance.....	149.4	151.2	-0.1	1.1	0.5	0.8	0.9	1.2	1.5	1.5	1.2
Hospitals.....	149.8	151.6	0.8	0.5	0.4	0.9	0.8	1.0	1.5	1.4	1.2
Nursing and residential care facilities.....	148.8	151.1	0.7	0.7	0.8	0.9	1.2	1.6	1.7	1.7	1.5
Public administration.....	153.1	154.6	0.6	0.5	0.5	0.3	0.7	0.7	0.7	1.5	1.0
<b>Private industry workers</b>											
All workers.....	150.0	152.3	0.4	0.6	0.7	1.1	0.8	1.4	1.1	1.4	1.5
<b>Occupational group</b>											
Management, professional, and related.....	146.5	148.4	0.3	0.5	0.5	0.6	0.7	1.3	0.8	1.3	1.3
Management, business, and financial.....	147.9	150.1	0.4	0.3	0.5	0.6	0.8	1.4	0.6	1.3	1.5
Professional and related.....	145.4	147.2	0.2	0.6	0.5	0.8	0.6	1.1	1.1	1.3	1.2
Sales and office.....	152.5	155.7	0.6	0.4	1.1	1.8	0.3	1.3	1.1	1.7	2.1
Sales and related.....	150.0	153.7	0.6	0.1	1.4	3.3	-0.4	1.4	1.0	2.0	2.5
Office and administrative support....	154.1	156.8	0.6	0.5	0.8	0.8	0.9	1.2	1.2	1.4	1.8
Natural resources, construction, and maintenance.....	148.5	150.2	0.2	0.6	0.6	1.0	0.8	1.0	0.9	1.2	1.1
Construction, extraction, farming, fishing, and forestry occupations..	148.4	149.8	-0.5	0.6	0.6	0.8	1.1	1.0	0.9	1.2	0.9
Installation, maintenance, and repair.....	148.6	150.7	1.0	0.6	0.6	1.1	0.6	0.9	1.0	1.2	1.4
Production, transportation, and material moving.....	153.2	155.1	0.9	0.6	0.9	0.8	1.2	1.4	1.3	1.5	1.2
Production.....	149.8	151.7	0.9	0.7	0.8	0.9	1.4	1.5	1.2	1.6	1.3
Transportation and material moving.....	157.4	159.4	0.8	0.7	1.0	0.6	1.1	1.5	1.4	1.5	1.3
Service occupations.....	159.0	162.1	0.9	0.8	1.0	1.3	1.7	1.9	2.0	1.9	1.9
<b>Industry</b>											
Goods-producing industries <sup>3</sup> .....	146.2	148.0	0.6	0.5	0.6	0.7	0.9	1.1	0.9	1.5	1.2
Construction.....	146.4	148.6	0.7	0.5	0.6	0.9	0.9	0.6	1.0	0.8	1.5
Manufacturing.....	146.2	147.8	0.7	0.4	0.7	0.6	0.9	1.3	0.8	1.8	1.1
Aircraft manufacturing.....	137.7	138.5	1.2	0.9	0.4	0.8	0.5	7.0	0.4	2.2	0.6
Service-providing industries <sup>5</sup> .....	151.1	153.5	0.5	0.6	0.7	1.2	0.7	1.5	1.1	1.4	1.6
Trade, transportation, and utilities.....	155.1	157.4	0.8	0.5	0.9	0.9	1.2	1.3	1.7	1.6	1.5
Wholesale trade.....	148.6	151.3	1.0	0.1	0.4	1.0	1.6	1.1	1.5	1.9	1.8
Retail trade.....	158.7	161.5	0.7	0.7	1.3	1.1	1.1	1.7	2.2	1.8	1.8
Transportation and warehousing. . .	155.8	157.0	1.0	0.4	1.0	0.4	0.7	1.1	1.0	0.9	0.8
Utilities.....	160.6	161.5	0.9	0.5	0.7	0.6	0.6	1.0	0.7	0.9	0.6
Information.....	147.0	148.9	0.9	0.6	0.9	0.8	0.5	1.3	0.9	1.2	1.3
Financial activities.....	148.3	151.9	0.7	0.5	0.8	3.2	-1.6	2.1	-0.5	1.0	2.4
Finance and insurance.....	148.7	152.4	0.7	0.5	0.8	3.8	-2.0	2.3	-0.9	0.9	2.5

See footnotes at end of table.



**Table 1. Employment Cost Index for total compensation, by occupational group and industry<sup>1</sup> — Continued**  
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec.2005=100)		Percent changes for 3-months ended-								
	Mar. 2022	Jun. 2022	Jun. 2020	Sep. 2020	Dec. 2020	Mar. 2021	Jun. 2021	Sep. 2021	Dec. 2021	Mar. 2022	Jun. 2022
Credit intermediation and related activities.....	148.8	153.4	0.8	0.4	0.9	-0.1	2.1	5.3	-1.4	-0.8	3.1
Insurance carriers and related activities.....	150.1	152.8	0.9	0.5	0.7	0.7	0.3	0.9	0.9	1.6	1.8
Real estate and rental and leasing..	146.7	149.8	0.7	0.6	0.1	0.5	0.8	0.9	1.3	2.0	2.1
Professional and business services. ..	149.9	152.4	0.2	0.4	0.8	0.8	0.8	1.4	0.9	1.4	1.7
Professional, scientific, and technical services.....	150.9	153.7	-0.2	0.1	1.0	0.5	0.8	1.6	0.7	1.1	1.9
Administrative and support and waste management and remediation services.....	150.4	152.7	0.7	0.6	1.0	1.2	1.1	1.4	1.4	1.9	1.5
Education and health services.....	148.2	150.1	-0.1	0.9	0.5	0.8	0.7	1.3	1.3	1.5	1.3
Educational services.....	145.7	147.9	0.6	-0.4	0.8	0.4	0.4	1.3	0.5	1.3	1.5
Junior colleges, colleges, universities, and professional schools.....	146.0	147.6	0.4	-0.8	0.4	0.4	0.6	1.3	0.6	0.9	1.1
Health care and social assistance...	148.7	150.6	-0.2	1.2	0.5	0.9	0.8	1.3	1.5	1.5	1.3
Hospitals.....	149.6	151.4	0.8	0.5	0.4	1.0	0.7	1.1	1.6	1.5	1.2
Nursing and residential care facilities.....	147.5	149.9	0.8	0.7	0.7	1.0	1.3	1.6	1.8	1.8	1.6
Leisure and hospitality.....	159.7	162.4	0.8	1.1	0.5	1.6	2.3	2.3	1.6	1.9	1.7
Accommodation and food services..	163.2	166.1	0.8	1.3	0.8	1.6	2.3	2.3	1.8	2.0	1.8
Other services, except public administration.....	152.5	154.0	0.5	0.5	0.6	1.1	1.5	1.4	1.4	1.4	1.0
<b>State and local government workers</b>											
All workers.....	150.4	151.6	0.6	0.4	0.5	0.5	0.6	0.7	0.7	1.1	0.8
<b>Industry</b>											
Education and health services.....	148.6	149.6	0.6	0.4	0.5	0.6	0.6	0.7	0.7	1.0	0.7
Educational services.....	147.9	148.9	0.6	0.4	0.5	0.6	0.5	0.8	0.6	1.0	0.7
Schools.....	147.9	148.8	0.6	0.4	0.5	0.6	0.6	0.7	0.6	1.0	0.6
Elementary and secondary schools.....	148.4	149.3	0.6	0.5	0.6	0.6	0.6	0.6	0.6	1.0	0.6
Health care and social assistance...	153.7	155.4	0.6	0.3	0.5	0.6	1.0	0.8	1.2	1.1	1.1
Hospitals.....	150.7	152.3	0.6	0.3	0.6	0.6	1.0	0.8	1.2	1.1	1.1
Public administration.....	153.1	154.6	0.6	0.5	0.5	0.3	0.7	0.7	0.7	1.5	1.0

<sup>1</sup> Includes wages, salaries, and employer costs for employee benefits.

<sup>2</sup> Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

<sup>3</sup> Includes mining, construction, and manufacturing.

<sup>4</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

<sup>5</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 2. Employment Cost Index for wages and salaries, by occupational group and industry**  
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)		Percent changes for 3-months ended-								
	Mar. 2022	Jun. 2022	Jun. 2020	Sep. 2020	Dec. 2020	Mar. 2021	Jun. 2021	Sep. 2021	Dec. 2021	Mar. 2022	Jun. 2022
<b>Civilian workers</b>											
All workers <sup>1</sup> .....	149.5	151.6	0.4	0.5	0.8	1.1	0.8	1.5	1.0	1.2	1.4
<b>Industry</b>											
Goods-producing industries <sup>2</sup> .....	148.4	150.4	0.6	0.6	0.6	0.8	1.2	0.9	1.1	1.2	1.3
Manufacturing.....	148.7	150.5	0.6	0.6	0.6	0.7	1.2	1.1	1.0	1.5	1.2
Service-providing industries <sup>3</sup> .....	149.8	151.9	0.4	0.5	0.8	1.1	0.8	1.6	1.0	1.2	1.4
Education and health services.....	144.1	145.5	0.1	0.6	0.6	0.6	0.7	1.2	1.0	1.2	1.0
Educational services.....	138.7	139.7	0.6	0.0	0.5	0.4	0.4	0.9	0.5	0.8	0.7
Elementary and secondary schools.....	137.4	138.1	0.5	0.2	0.6	0.4	0.4	0.7	0.4	0.8	0.5
Junior colleges, colleges, universities, and professional schools.....	140.1	141.3	0.4	-0.4	0.4	0.4	0.5	1.2	0.6	0.7	0.9
Health care and social assistance.....	149.7	151.6	-0.4	1.2	0.5	0.8	1.1	1.5	1.6	1.4	1.3
Hospitals.....	149.4	151.4	0.7	0.5	0.4	0.9	1.1	1.3	1.7	1.2	1.3
Nursing and residential care facilities.....	150.8	153.3	0.9	0.7	0.9	1.1	1.3	1.9	1.9	1.7	1.7
<b>Private industry workers</b>											
All workers.....	151.7	154.1	0.4	0.6	0.8	1.2	0.9	1.6	1.1	1.3	1.6
<b>Occupational group</b>											
Management, professional, and related.....	147.5	149.5	0.2	0.4	0.5	0.7	0.8	1.4	0.8	1.1	1.4
Professional and related.....	146.7	148.4	0.0	0.7	0.5	0.8	0.8	1.2	1.0	1.1	1.1
Management, business, and financial.....	148.7	151.0	0.4	0.1	0.5	0.6	1.0	1.7	0.4	0.9	1.6
Sales and office.....	154.2	157.6	0.5	0.4	1.1	2.3	0.5	1.5	1.1	1.4	2.2
Office and administrative support.....	155.1	157.8	0.6	0.6	0.8	0.8	1.2	1.4	1.3	1.2	1.7
Natural resources, construction, and maintenance.....	149.2	150.8	0.1	0.7	0.6	1.2	0.9	1.0	1.0	1.4	1.1
Construction, extraction, farming, fishing, and forestry occupations.....	149.2	150.5	-0.7	0.6	0.7	0.9	1.3	1.1	1.0	1.3	0.9
Installation, maintenance, and repair.....	149.4	151.2	0.9	0.8	0.6	1.4	0.6	1.0	1.1	1.5	1.2
Production, transportation, and material moving.....	156.1	158.2	0.8	0.8	1.0	1.0	1.6	1.5	1.6	1.4	1.3
Production.....	152.1	154.1	0.7	0.8	0.9	1.2	1.6	1.4	1.5	1.2	1.3
Transportation and material moving.....	160.6	162.8	0.8	0.7	1.1	0.8	1.6	1.6	1.7	1.3	1.4
Service occupations.....	162.7	166.0	0.8	0.9	1.1	1.4	2.1	2.1	2.2	1.9	2.0
<b>Industry</b>											
Goods-producing industries <sup>2</sup> .....	148.5	150.5	0.6	0.5	0.6	0.8	1.2	0.9	1.1	1.2	1.3
Construction.....	147.7	150.3	0.9	0.6	0.6	0.8	1.1	0.7	1.2	0.7	1.7
Manufacturing.....	148.7	150.5	0.6	0.6	0.6	0.7	1.2	1.1	1.0	1.5	1.2
Aircraft manufacturing.....	153.0	154.0	1.3	0.9	0.6	0.2	0.5	0.1	0.5	1.2	0.7
Service-providing industries <sup>4</sup> .....	152.5	155.0	0.4	0.6	0.8	1.3	0.9	1.7	1.1	1.3	1.6
Trade, transportation, and utilities.....	155.9	158.5	0.9	0.4	1.0	1.0	1.4	1.5	1.9	1.4	1.7
Wholesale trade.....	146.3	149.4	1.0	0.0	0.4	1.0	2.0	1.4	1.7	1.6	2.1
Retail trade.....	161.4	164.2	0.8	0.6	1.5	1.1	1.3	1.8	2.5	1.5	1.8
Transportation and warehousing.....	158.0	159.6	1.0	0.5	1.2	0.6	1.1	1.2	1.2	0.7	1.0
Utilities.....	155.3	156.2	0.9	0.4	0.5	0.7	0.5	1.0	0.9	0.8	0.6
Information.....	146.6	147.5	0.3	0.7	1.2	0.9	0.6	1.4	0.8	1.5	0.6
Financial activities.....	149.5	153.1	0.6	0.3	1.0	4.5	-2.1	2.9	-1.3	0.5	2.4
Finance and insurance.....	150.1	153.9	0.6	0.3	1.2	5.3	-2.7	3.2	-1.8	0.1	2.5
Credit intermediation and related activities.....	148.9	153.7	0.3	0.6	1.2	-0.2	3.2	7.6	-2.3	-2.3	3.3
Insurance carriers and related activities.....	148.8	151.3	0.8	0.6	0.9	0.8	0.4	0.9	0.8	1.3	1.7

See footnotes at end of table.

**Table 2. Employment Cost Index for wages and salaries, by occupational group and industry — Continued**  
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)		Percent changes for 3-months ended-								
	Mar. 2022	Jun. 2022	Jun. 2020	Sep. 2020	Dec. 2020	Mar. 2021	Jun. 2021	Sep. 2021	Dec. 2021	Mar. 2022	Jun. 2022
Real estate and rental and leasing..	147.0	150.2	0.8	0.4	0.2	0.6	1.2	1.0	1.6	2.2	2.2
Professional and business services. ..	151.4	154.0	0.1	0.3	0.8	0.8	1.0	1.4	0.9	1.3	1.7
Professional, scientific, and technical services.....	152.0	155.0	-0.3	-0.1	0.8	0.3	1.1	1.5	0.7	1.0	2.0
Education and health services.....	149.0	151.0	-0.3	1.0	0.6	0.8	0.9	1.5	1.4	1.4	1.3
Educational services.....	144.5	146.9	0.6	-0.5	0.9	0.5	0.4	1.4	0.4	1.2	1.7
Junior colleges, colleges, universities, and professional schools.....	143.2	144.8	0.4	-0.9	0.4	0.5	0.9	1.1	0.5	0.8	1.1
Health care and social assistance...	150.0	151.9	-0.4	1.3	0.6	0.8	1.0	1.5	1.7	1.5	1.3
Hospitals.....	150.3	152.2	0.7	0.6	0.4	1.1	1.0	1.3	1.6	1.4	1.3
Nursing and residential care facilities.....	151.6	154.2	0.9	0.7	0.9	1.1	1.4	2.0	2.0	1.8	1.7
Leisure and hospitality.....	165.1	168.0	0.8	1.1	0.6	1.7	2.6	2.5	1.8	1.9	1.8
Accommodation and food services..	168.6	171.7	0.9	1.5	0.8	1.8	2.6	2.5	2.0	1.9	1.8
Other services, except public administration.....	154.4	155.9	0.5	0.6	0.6	1.3	1.6	1.6	1.5	1.5	1.0
<b>State and local government workers</b>											
All workers.....	140.1	141.1	0.6	0.1	0.5	0.4	0.6	0.9	0.7	0.9	0.7
<b>Industry</b>											
Education and health services.....	138.5	139.3	0.5	0.1	0.4	0.5	0.5	0.7	0.6	0.8	0.6
Educational services.....	137.5	138.2	0.5	0.2	0.5	0.4	0.5	0.7	0.5	0.7	0.5
Schools.....	137.5	138.2	0.5	0.2	0.5	0.4	0.4	0.7	0.5	0.7	0.5
Elementary and secondary schools.....	137.0	137.7	0.5	0.3	0.5	0.4	0.4	0.6	0.5	0.7	0.5
Health care and social assistance...	146.5	148.5	0.5	0.0	0.6	0.6	1.0	1.4	1.2	0.8	1.4
Hospitals.....	145.5	147.4	0.6	0.1	0.5	0.7	1.1	1.4	1.2	0.8	1.3
Public administration.....	142.6	144.1	0.6	0.0	0.4	0.5	0.5	1.4	0.7	1.3	1.1

<sup>1</sup> Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

<sup>2</sup> Includes mining, construction, and manufacturing.

<sup>3</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

<sup>4</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 3. Employment Cost Index for benefits, by occupational group and industry**  
[Seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)		Percent changes for 3-months ended-								
	Mar. 2022	Jun. 2022	Jun. 2020	Sep. 2020	Dec. 2020	Mar. 2021	Jun. 2021	Sep. 2021	Dec. 2021	Mar. 2022	Jun. 2022
<b>Civilian workers</b>											
All workers <sup>1</sup> .....	151.6	153.4	0.7	0.6	0.6	0.6	0.5	0.8	0.9	1.8	1.2
<b>Private industry workers</b>											
All workers.....	146.1	148.0	0.7	0.5	0.6	0.6	0.4	1.0	0.9	1.9	1.3
<b>Occupational group</b>											
Management, professional, and related.....	144.1	145.9	0.7	0.6	0.4	0.7	0.4	0.9	0.9	1.8	1.2
Sales and office.....	148.3	150.7	0.7	0.4	0.7	0.7	0.1	0.9	1.0	2.3	1.6
Natural resources, construction, and maintenance.....	147.0	149.0	0.6	0.4	0.5	0.6	0.7	0.7	0.8	0.8	1.4
Production, transportation, and material moving.....	147.6	149.0	1.0	0.4	0.7	0.4	0.4	1.5	0.6	2.1	0.9
Service occupations.....	147.2	149.6	0.9	0.5	0.6	0.8	0.6	1.3	0.9	2.2	1.6
<b>Industry</b>											
Goods-producing industries <sup>2</sup> .....	141.7	142.8	0.7	0.3	0.6	0.5	0.5	1.2	0.5	2.1	0.8
Manufacturing.....	141.6	142.7	0.8	0.2	0.7	0.4	0.4	1.7	0.4	2.5	0.8
Service-providing industries <sup>3</sup> .....	147.7	149.8	0.7	0.6	0.6	0.7	0.3	0.9	1.0	1.8	1.4
<b>State and local government workers</b>											
All workers <sup>1</sup> .....	170.8	172.3	0.7	0.8	0.6	0.4	0.7	0.4	0.9	1.5	0.9

<sup>1</sup> Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

<sup>2</sup> Includes mining, construction, and manufacturing.

<sup>3</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 4. Employment Cost Index for total compensation, for civilian workers, by occupational group and industry<sup>1</sup>**

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
All workers <sup>2</sup> .....	144.7	150.2	152.1	0.7	1.6	1.3	2.9	4.5	5.1
Excluding incentive paid occupations <sup>3</sup> .....	144.6	150.1	151.8	0.8	1.6	1.1	2.8	4.6	5.0
<b>Occupational group</b>									
Management, professional, and related.....	142.3	146.9	148.4	0.6	1.3	1.0	2.2	3.8	4.3
Management, business, and financial.....	143.4	148.0	150.1	0.8	1.4	1.4	2.1	4.0	4.7
Professional and related.....	141.7	146.3	147.5	0.4	1.2	0.8	2.3	3.7	4.1
Sales and office.....	146.8	152.7	155.7	0.3	1.7	2.0	3.5	4.3	6.1
Sales and related.....	143.8	150.0	153.8	-0.3	1.9	2.5	4.4	4.0	7.0
Office and administrative support.....	148.5	154.2	156.5	0.8	1.7	1.5	2.9	4.7	5.4
Natural resources, construction, and maintenance.....	144.4	148.8	150.6	1.0	1.2	1.2	2.9	4.1	4.3
Construction, extraction, farming, fishing, and forestry occupations.....	144.5	148.8	150.3	1.3	1.3	1.0	3.1	4.3	4.0
Installation, maintenance, and repair.....	144.4	148.8	151.0	0.7	1.2	1.5	2.8	3.8	4.6
Production, transportation, and material moving.....	147.1	153.6	155.4	1.1	1.7	1.2	3.5	5.6	5.6
Production.....	143.9	149.9	151.8	1.4	1.6	1.3	3.7	5.6	5.5
Transportation and material moving.....	151.0	158.0	159.6	0.9	1.6	1.0	3.4	5.6	5.7
Service occupations.....	150.4	158.7	161.0	1.3	2.0	1.4	4.2	6.9	7.0
<b>Industry</b>									
Goods-producing industries <sup>4</sup> .....	141.6	146.2	148.2	1.1	1.5	1.4	2.8	4.4	4.7
Manufacturing.....	140.8	146.2	148.0	1.0	1.9	1.2	2.6	4.9	5.1
Service-providing industries <sup>5</sup> .....	145.3	150.9	152.8	0.6	1.5	1.3	2.9	4.5	5.2
Education and health services.....	143.1	148.2	149.4	0.5	1.2	0.8	2.5	4.1	4.4
Educational services.....	143.0	147.0	147.7	0.2	0.8	0.5	1.8	3.0	3.3
Elementary and secondary schools....	143.6	147.4	147.8	0.2	0.8	0.3	2.1	2.9	2.9
Junior colleges, colleges, universities, and professional schools.....	141.6	145.8	146.7	0.3	0.7	0.6	0.9	3.3	3.6
Health care and social assistance.....	143.2	149.5	151.2	0.7	1.5	1.1	3.2	5.1	5.6
Hospitals.....	144.0	150.0	151.6	0.7	1.6	1.1	2.6	4.9	5.3
Nursing and residential care facilities..	141.4	148.8	151.0	1.1	1.6	1.5	3.7	6.4	6.8
Public administration.....	147.9	152.9	154.0	0.3	1.5	0.7	2.0	3.7	4.1

<sup>1</sup> Includes wages, salaries, and employer costs for employee benefits.

<sup>2</sup> Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

<sup>3</sup> The index for this series is not strictly comparable with other series in this table.

<sup>4</sup> Includes mining, construction, and manufacturing.

<sup>5</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry<sup>1</sup>**

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
All workers.....	144.4	150.2	152.4	0.8	1.6	1.5	3.1	4.8	5.5
Excluding incentive paid occupations <sup>2</sup> .....	144.3	150.1	152.1	0.9	1.7	1.3	3.0	5.0	5.4
<b>Occupational group</b>									
Management, professional, and related.....	141.7	146.6	148.5	0.7	1.5	1.3	2.4	4.2	4.8
Excluding incentive paid occupations <sup>2</sup> .....	140.8	145.8	147.4	0.5	1.7	1.1	2.3	4.1	4.7
Management, business, and financial.....	143.3	147.9	150.2	0.9	1.4	1.6	2.2	4.2	4.8
Excluding incentive paid occupations <sup>2</sup> ....	141.8	146.8	148.4	0.5	1.9	1.1	1.9	4.0	4.7
Professional and related.....	140.5	145.6	147.1	0.6	1.5	1.0	2.6	4.2	4.7
Sales and office.....	146.6	152.6	155.8	0.3	1.8	2.1	3.6	4.4	6.3
Excluding incentive paid occupations <sup>2</sup> .....	148.0	154.4	156.9	1.0	1.8	1.6	3.3	5.4	6.0
Sales and related.....	143.7	149.9	153.8	-0.4	1.9	2.6	4.4	3.9	7.0
Excluding incentive paid occupations <sup>2</sup> ....	147.2	154.7	157.0	1.3	2.1	1.5	3.8	6.5	6.7
Office and administrative support.....	148.4	154.3	156.9	0.9	1.7	1.7	3.0	4.9	5.7
Natural resources, construction, and maintenance.....	144.2	148.4	150.4	1.1	1.2	1.3	3.1	4.0	4.3
Construction, extraction, farming, fishing, and forestry occupations.....	144.3	148.4	150.1	1.3	1.2	1.1	3.1	4.2	4.0
Installation, maintenance, and repair.....	144.1	148.5	150.8	0.8	1.2	1.5	3.0	3.8	4.6
Production, transportation, and material moving.....	146.8	153.4	155.2	1.2	1.7	1.2	3.6	5.7	5.7
Excluding incentive paid occupations <sup>2</sup> .....	146.5	153.0	154.9	1.2	1.6	1.2	3.6	5.7	5.7
Production.....	143.7	149.9	151.8	1.4	1.8	1.3	3.8	5.8	5.6
Excluding incentive paid occupations <sup>2</sup> ....	144.1	150.4	152.4	1.4	1.7	1.3	3.7	5.8	5.8
Transportation and material moving.....	150.8	157.7	159.4	1.0	1.5	1.1	3.5	5.6	5.7
Service occupations.....	150.1	159.4	162.1	1.6	2.2	1.7	4.8	7.8	8.0
<b>Industry and occupational group</b>									
Goods-producing industries <sup>3</sup> .....	141.5	146.2	148.2	1.1	1.5	1.4	2.8	4.5	4.7
Excluding incentive paid occupations <sup>2</sup> .....	141.5	146.4	148.1	1.1	1.7	1.2	2.8	4.6	4.7
Management, professional, and related.....	137.7	142.1	143.2	0.8	2.0	0.8	2.0	4.0	4.0
Sales and office.....	146.2	148.0	153.9	1.9	-0.2	4.0	2.6	3.1	5.3
Natural resources, construction, and maintenance.....	143.5	147.7	149.4	1.1	1.2	1.2	3.1	4.1	4.1
Production, transportation, and material moving.....	142.1	148.2	150.2	1.2	1.8	1.3	3.3	5.6	5.7
Construction.....	143.3	146.1	149.0	1.4	0.6	2.0	3.0	3.4	4.0
Manufacturing.....	140.8	146.2	148.0	1.0	1.9	1.2	2.6	4.9	5.1
Management, professional, and related.....	138.7	143.4	144.6	0.7	2.1	0.8	1.9	4.1	4.3
Sales and office occupations.....	143.5	148.8	151.1	1.1	2.1	1.5	2.4	4.9	5.3
Natural resources, construction, and maintenance.....	141.5	145.7	147.5	0.9	1.0	1.2	2.8	3.8	4.2
Production, transportation, and material moving.....	141.8	147.9	149.9	1.2	1.9	1.4	3.4	5.6	5.7
Aircraft manufacturing.....	125.5	141.0	141.8	0.4	3.0	0.6	2.6	12.8	13.0
Service-providing industries <sup>4</sup> .....	145.3	151.3	153.7	0.7	1.6	1.6	3.2	4.9	5.8
Excluding incentive paid occupations <sup>2</sup> .....	145.1	151.2	153.3	0.8	1.7	1.4	3.0	5.0	5.7
Management, professional, and related.....	142.4	147.4	149.4	0.6	1.4	1.4	2.4	4.2	4.9
Sales and office.....	146.6	153.1	156.0	0.1	2.0	1.9	3.7	4.6	6.4
Natural resources, construction, and maintenance.....	145.2	149.6	151.9	0.9	1.2	1.5	3.1	4.0	4.6
Production, transportation, and material moving.....	152.1	159.1	160.7	1.2	1.5	1.0	3.9	5.9	5.7
Service occupations.....	150.1	159.4	162.1	1.6	2.2	1.7	4.9	7.8	8.0
Trade, transportation, and utilities.....	148.3	155.3	157.6	1.1	1.8	1.5	3.5	5.9	6.3
Excluding incentive paid occupations <sup>2</sup> .....	148.5	155.2	157.2	0.8	1.7	1.3	3.1	5.4	5.9
Wholesale trade.....	142.3	148.8	151.5	1.7	2.2	1.8	3.3	6.4	6.5
Excluding incentive paid occupations <sup>2</sup> ....	144.7	150.9	152.9	0.8	1.8	1.3	2.6	5.2	5.7

See footnotes at end of table.

**Table 5. Employment Cost Index for total compensation, for private industry workers, by occupational group and industry<sup>1</sup> — Continued**  
[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
Service-providing industries - Continued									
Retail trade.....	150.3	158.8	161.7	1.3	1.8	1.8	4.2	7.0	7.6
Excluding incentive paid occupations <sup>2</sup> ....	148.9	157.0	159.7	1.0	2.0	1.7	3.9	6.5	7.3
Transportation and warehousing.....	151.1	156.3	157.0	0.4	1.0	0.4	2.5	3.9	3.9
Utilities.....	156.8	160.8	161.9	0.7	1.5	0.7	2.3	3.3	3.3
Information.....	142.4	147.1	149.2	0.7	1.7	1.4	2.8	4.0	4.8
Financial activities.....	145.0	148.5	152.5	-1.2	1.7	2.7	2.9	1.2	5.2
Excluding incentive paid occupations <sup>2</sup> ....	143.9	149.3	152.1	0.8	2.3	1.9	2.2	4.6	5.7
Finance and insurance.....	146.0	148.8	153.1	-1.6	1.6	2.9	3.1	0.3	4.9
Credit intermediation and related activities.....	145.2	148.5	154.3	2.8	-0.2	3.9	3.4	5.2	6.3
Excluding incentive paid.....	146.5	152.0	155.1	0.5	2.4	2.0	1.6	4.3	5.9
Insurance carriers and related activities. ...	145.6	150.1	153.4	0.7	2.0	2.2	2.2	3.8	5.4
Excluding incentive paid occupations <sup>2</sup> ....	144.2	148.8	151.4	0.7	2.1	1.7	1.7	3.9	5.0
Real estate and rental and leasing.....	140.6	146.9	149.9	0.6	2.1	2.0	2.0	5.2	6.6
Excluding incentive paid occupations <sup>2</sup> ....	144.9	151.0	154.0	0.7	2.0	2.0	2.2	4.9	6.3
Professional and business services.....	144.6	150.2	152.4	0.6	1.6	1.5	2.6	4.5	5.4
Professional, scientific, and technical services.....	145.9	151.1	153.5	0.5	1.3	1.6	2.4	4.1	5.2
Administrative and support and waste management and remediation services...	143.6	150.4	152.7	1.1	2.0	1.5	3.8	5.8	6.3
Education and health services.....	142.2	148.3	150.1	0.6	1.5	1.2	3.0	5.0	5.6
Educational services.....	140.7	145.4	147.4	0.1	1.0	1.4	1.1	3.5	4.8
Junior colleges, colleges, universities, and professional schools.....	141.6	145.8	147.1	0.4	0.6	0.9	0.6	3.4	3.9
Health care and social assistance.....	142.5	148.9	150.6	0.8	1.6	1.1	3.3	5.3	5.7
Hospitals.....	143.6	149.8	151.5	0.7	1.6	1.1	2.7	5.0	5.5
Nursing and residential care facilities.....	139.9	147.6	149.9	1.2	1.8	1.6	3.9	6.7	7.1
Nursing care facilities <sup>2</sup> .....	139.3	146.6	149.2	1.2	1.7	1.8	4.0	6.5	7.1
Leisure and hospitality.....	150.6	159.8	162.4	2.2	2.2	1.6	5.5	8.4	7.8
Accommodation and food service.....	153.6	163.4	166.1	2.3	2.4	1.7	6.2	8.8	8.1
Other services, except public administration..	146.3	152.6	154.1	1.4	1.7	1.0	3.7	5.8	5.3

<sup>1</sup> Includes wages, salaries, and employer costs for employee benefits.

<sup>2</sup> The index for this series is not strictly comparable with other series in this table.

<sup>3</sup> Includes mining, construction, and manufacturing.

<sup>4</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 6. Employment Cost Index for total compensation, for private industry workers, by bargaining status and Census region and division<sup>1</sup>**  
[Not seasonally adjusted]

Bargaining status and Census region and division	Indexes (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
<b>Bargaining status</b>									
Union.....	148.4	152.6	154.0	0.6	0.9	0.9	2.6	3.5	3.8
Goods-producing industries <sup>2</sup> .....	143.1	147.5	148.9	0.9	0.9	0.9	2.9	4.0	4.1
Manufacturing.....	136.2	142.3	143.5	0.6	1.1	0.8	2.6	5.1	5.4
Service-providing industries <sup>3</sup> .....	152.4	156.5	157.9	0.5	1.0	0.9	2.4	3.2	3.6
Nonunion.....	143.8	149.7	152.1	0.8	1.7	1.6	3.2	4.9	5.8
Goods-producing industries <sup>2</sup> .....	141.0	145.7	147.9	1.2	1.7	1.5	2.8	4.6	4.9
Manufacturing.....	142.0	147.3	149.2	1.1	2.0	1.3	2.6	4.8	5.1
Service-providing industries <sup>3</sup> .....	144.6	150.7	153.2	0.7	1.7	1.7	3.3	4.9	5.9
<b>Census region and division<sup>4</sup></b>									
Northeast.....	146.4	152.2	153.9	0.2	1.7	1.1	2.7	4.2	5.1
New England.....	150.4	156.5	158.6	0.9	2.0	1.3	3.2	5.0	5.5
Middle Atlantic.....	145.1	150.7	152.2	0.0	1.6	1.0	2.5	3.9	4.9
South.....	142.3	147.5	150.5	0.9	1.3	2.0	3.1	4.6	5.8
South Atlantic.....	144.6	149.4	152.2	0.6	1.3	1.9	3.1	4.0	5.3
East South Central.....	140.8	148.2	149.8	1.0	1.8	1.1	2.8	6.3	6.4
West South Central.....	138.9	144.0	147.8	1.4	1.1	2.6	3.1	5.1	6.4
Midwest.....	141.8	147.9	149.9	0.8	1.6	1.4	3.1	5.1	5.7
East North Central.....	140.1	146.3	148.1	0.7	1.7	1.2	2.9	5.2	5.7
West North Central.....	145.8	151.9	154.5	0.8	1.5	1.7	3.2	5.0	6.0
West.....	148.3	154.3	156.4	1.0	1.9	1.4	3.6	5.1	5.5
Mountain.....	145.9	152.2	154.4	1.5	1.9	1.4	3.8	5.8	5.8
Pacific.....	149.5	155.3	157.4	0.9	1.9	1.4	3.6	4.9	5.3

<sup>1</sup> Includes wages, salaries, and employer costs for employee benefits.

<sup>2</sup> Includes mining, construction, and manufacturing.

<sup>3</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

<sup>4</sup> The Census divisions are defined as follows: New England: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont; Middle Atlantic: New Jersey, New York, and Pennsylvania; South Atlantic: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia; East South Central: Alabama, Kentucky, Mississippi, and Tennessee; West South Central: Arkansas, Louisiana, Oklahoma, and Texas; East North Central: Illinois, Indiana, Michigan, Ohio, and Wisconsin; West North Central: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota; Mountain: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, and Wyoming; and Pacific: Alaska, California, Hawaii, Oregon, and Washington.

NOTE: The indexes for these series are not strictly comparable to those for the aggregate, occupation, and industry series.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey



**Table 7. Employment Cost Index for total compensation, for state and local government workers, by occupational group and industry<sup>1</sup>**  
[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
All workers.....	145.8	150.0	150.7	0.3	0.9	0.5	2.0	3.2	3.4
<b>Occupational group</b>									
Management, professional, and related. ....	143.9	147.7	148.2	0.1	0.8	0.3	1.8	2.8	3.0
Professional and related.....	143.9	147.6	148.0	0.2	0.8	0.3	1.9	2.8	2.8
Sales and office.....	149.0	153.3	154.3	0.4	1.3	0.7	2.3	3.3	3.6
Office and administrative support.....	149.1	153.4	154.3	0.4	1.3	0.6	2.3	3.3	3.5
Service occupations.....	150.5	156.2	157.6	0.6	1.4	0.9	2.5	4.4	4.7
<b>Industry</b>									
Education and health services.....	144.1	148.1	148.6	0.2	0.7	0.3	2.0	3.0	3.1
Educational services.....	143.6	147.4	147.8	0.2	0.7	0.3	1.9	2.9	2.9
Schools.....	143.5	147.3	147.8	0.2	0.7	0.3	1.9	2.9	3.0
Elementary and secondary schools. ...	144.1	147.8	148.2	0.2	0.7	0.3	2.2	2.8	2.8
Health care and social assistance.....	148.5	153.7	154.9	0.6	1.1	0.8	2.5	4.1	4.3
Hospitals.....	145.8	150.8	151.9	0.6	1.1	0.7	2.5	4.1	4.2
Public administration.....	147.9	152.9	154.0	0.3	1.5	0.7	2.0	3.7	4.1

<sup>1</sup> Includes wages, salaries, and employer costs for employee benefits.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 8. Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry**

[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
All workers <sup>1</sup> .....	144.1	149.6	151.7	0.8	1.3	1.4	3.2	4.7	5.3
Excluding incentive paid occupations <sup>2</sup> .....	143.5	149.1	150.8	0.9	1.4	1.1	3.0	4.9	5.1
<b>Occupational group</b>									
Management, professional, and related.....	140.6	144.9	146.5	0.6	1.0	1.1	2.2	3.7	4.2
Management, business, and financial.....	143.3	147.6	149.9	1.0	1.0	1.6	2.1	4.0	4.6
Professional and related.....	139.1	143.5	144.6	0.5	1.1	0.8	2.2	3.7	4.0
Sales and office.....	147.3	153.2	156.4	0.3	1.5	2.1	4.1	4.4	6.2
Sales and related.....	146.4	152.4	156.8	-0.4	1.6	2.9	5.2	3.7	7.1
Office and administrative support.....	147.6	153.4	155.7	1.0	1.5	1.5	3.3	4.9	5.5
Natural resources, construction, and maintenance.....	143.8	148.6	150.4	1.1	1.3	1.2	3.3	4.4	4.6
Construction, extraction, farming, fishing, and forestry occupations.....	143.9	148.7	150.2	1.5	1.4	1.0	3.5	4.9	4.4
Installation, maintenance, and repair.....	143.8	148.7	150.7	0.7	1.2	1.3	3.2	4.1	4.8
Production, transportation, and material moving.....	149.1	155.8	157.7	1.5	1.4	1.2	4.3	6.1	5.8
Production.....	146.3	152.1	154.2	1.8	1.3	1.4	4.5	5.8	5.4
Transportation and material moving.....	152.2	159.9	161.6	1.3	1.5	1.1	4.2	6.4	6.2
Service occupations.....	150.0	159.2	161.8	1.5	2.0	1.6	4.7	7.7	7.9
<b>Industry</b>									
Goods-producing industries <sup>3</sup> .....	143.9	148.3	150.7	1.4	1.2	1.6	3.1	4.5	4.7
Manufacturing.....	143.6	148.7	150.7	1.3	1.6	1.3	3.1	4.9	4.9
Service-providing industries <sup>4</sup> .....	144.1	149.9	151.8	0.7	1.4	1.3	3.2	4.8	5.3
Education and health services.....	139.0	144.0	145.2	0.6	1.0	0.8	2.5	4.2	4.5
Educational services.....	135.2	138.5	139.2	0.2	0.5	0.5	1.5	2.7	3.0
Elementary and secondary schools....	134.3	137.2	137.5	0.3	0.5	0.2	1.7	2.5	2.4
Junior colleges, colleges, and universities.....	136.2	140.0	140.8	0.3	0.5	0.6	0.8	3.1	3.4
Health care and social assistance.....	143.2	149.9	151.6	0.9	1.4	1.1	3.6	5.6	5.9
Hospitals.....	143.3	149.6	151.3	0.9	1.3	1.1	2.9	5.4	5.6
Nursing and residential care facilities...	142.7	150.9	153.2	1.3	1.7	1.5	4.0	7.1	7.4
Public administration.....	137.5	142.7	143.8	0.2	1.3	0.8	1.5	4.0	4.6

<sup>1</sup> Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

<sup>2</sup> The index for this series is not strictly comparable with other series in this table.

<sup>3</sup> Includes mining, construction, and manufacturing.

<sup>4</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; other services, except public administration; and public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 9. Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry**

[Not seasonally adjusted]

Occupational group and industry	Index value (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
All workers.....	145.9	151.8	154.2	0.9	1.4	1.6	3.5	5.0	5.7
Excluding incentive paid occupations <sup>1</sup> .....	145.3	151.4	153.4	1.0	1.6	1.3	3.3	5.2	5.6
<b>Occupational group</b>									
Management, professional, and related.....	142.8	147.6	149.5	0.8	1.2	1.3	2.5	4.2	4.7
Excluding incentive paid occupations <sup>1</sup> .....	141.3	146.2	147.8	0.6	1.5	1.1	2.4	4.1	4.6
Management, business, and financial.....	144.3	148.6	151.1	1.1	1.0	1.7	2.3	4.1	4.7
Excluding incentive paid occupations <sup>1</sup> ....	141.7	146.4	148.0	0.6	1.7	1.1	1.9	3.9	4.4
Professional and related.....	141.7	146.8	148.3	0.6	1.3	1.0	2.7	4.3	4.7
Sales and office.....	148.2	154.3	157.7	0.3	1.6	2.2	4.3	4.5	6.4
Excluding incentive paid occupations <sup>1</sup> .....	149.0	155.7	158.2	1.2	1.6	1.6	3.7	5.7	6.2
Sales and related.....	146.5	152.6	156.9	-0.5	1.7	2.8	5.2	3.7	7.1
Excluding incentive paid occupations <sup>1</sup> ....	149.3	157.0	159.3	1.5	1.9	1.5	4.3	6.7	6.7
Office and administrative support.....	149.2	155.3	157.8	1.1	1.5	1.6	3.5	5.2	5.8
Natural resources, construction, and maintenance.....	144.3	149.0	151.0	1.1	1.2	1.3	3.4	4.4	4.6
Construction, extraction, farming, fishing, and forestry occupations.....	144.5	149.1	150.7	1.5	1.3	1.1	3.7	4.8	4.3
Installation, maintenance, and repair.....	144.3	149.1	151.3	0.8	1.3	1.5	3.4	4.2	4.9
Production, transportation, and material moving.....	149.4	156.2	158.2	1.6	1.5	1.3	4.5	6.2	5.9
Excluding incentive paid occupations <sup>1</sup> .....	149.0	155.8	157.8	1.6	1.4	1.3	4.4	6.2	5.9
Production.....	146.2	152.1	154.3	1.7	1.4	1.4	4.5	5.8	5.5
Excluding incentive paid occupations <sup>1</sup> ....	146.7	152.7	154.9	1.8	1.4	1.4	4.6	6.0	5.6
Transportation and material moving.....	153.1	160.8	162.6	1.3	1.5	1.1	4.3	6.4	6.2
Service occupations.....	152.9	163.0	165.9	1.9	2.2	1.8	5.5	8.6	8.5
<b>Industry and occupational group</b>									
Goods-producing industries <sup>2</sup> .....	144.0	148.3	150.8	1.4	1.2	1.7	3.2	4.4	4.7
Excluding incentive paid occupations <sup>1</sup> .....	143.9	148.6	150.5	1.3	1.4	1.3	3.3	4.6	4.6
Management, professional, and related.....	141.3	145.1	146.5	1.0	1.7	1.0	1.9	3.7	3.7
Sales and office.....	150.1	150.5	158.4	2.3	-1.2	5.2	3.0	2.6	5.5
Natural resources, construction, and maintenance.....	144.2	148.7	150.5	1.3	1.2	1.2	3.4	4.4	4.4
Production, transportation, and material moving.....	144.8	150.8	153.1	1.7	1.5	1.5	4.2	5.9	5.7
Construction.....	144.4	147.2	150.7	1.6	0.4	2.4	3.2	3.6	4.4
Manufacturing.....	143.6	148.7	150.7	1.3	1.6	1.3	3.1	4.9	4.9
Management, professional, and related.....	141.9	145.9	147.2	0.9	1.7	0.9	1.9	3.8	3.7
Sales and office.....	145.5	150.7	153.5	1.3	1.9	1.9	3.0	4.9	5.5
Natural resources, construction, and maintenance.....	144.9	148.6	150.7	1.1	0.7	1.4	3.5	3.7	4.0
Production, transportation, and material moving.....	144.6	150.6	153.0	1.6	1.5	1.6	4.1	5.8	5.8
Aircraft manufacturing.....	150.7	153.5	154.5	0.5	2.2	0.7	2.3	2.4	2.5
Service-providing industries <sup>3</sup> .....	146.5	152.8	155.1	0.8	1.5	1.5	3.7	5.2	5.9
Excluding incentive paid occupations <sup>1</sup> .....	145.8	152.2	154.2	1.0	1.6	1.3	3.4	5.4	5.8
Management, professional, and related.....	143.1	148.0	150.0	0.8	1.2	1.4	2.6	4.3	4.8
Sales and office.....	148.0	154.7	157.6	0.1	1.9	1.9	4.4	4.7	6.5
Natural resources, construction, and maintenance.....	144.5	149.6	151.7	0.9	1.4	1.4	3.5	4.5	5.0
Production, transportation, and material moving.....	154.0	161.5	163.3	1.4	1.4	1.1	4.7	6.4	6.0
Service occupations.....	152.9	163.0	165.9	1.9	2.2	1.8	5.5	8.6	8.5
Trade, transportation, and utilities.....	148.7	156.0	158.5	1.4	1.5	1.6	4.0	6.3	6.6
Excluding incentive paid occupations <sup>1</sup> .....	148.4	155.4	157.5	1.0	1.5	1.4	3.6	5.7	6.1
Wholesale trade.....	139.7	146.5	149.4	1.8	2.0	2.0	3.4	6.8	6.9
Excluding incentive paid occupations <sup>1</sup> ....	141.4	147.7	149.6	0.9	1.7	1.3	2.7	5.4	5.8

See footnotes at end of table.

**Table 9. Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry — Continued**  
[Not seasonally adjusted]

Occupational group and industry	Index value (Dec. 2005=100)			Percent changes for					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
Service-providing industries - Continued									
Retail trade.....	152.5	161.4	164.4	1.5	1.5	1.9	4.7	7.4	7.8
Excluding incentive paid occupations <sup>1</sup> ....	150.6	159.0	161.8	1.2	1.7	1.8	4.3	6.9	7.4
Transportation and warehousing.....	152.8	158.3	159.3	0.7	0.8	0.6	3.4	4.3	4.3
Utilities.....	151.5	155.6	156.6	0.5	1.4	0.6	2.1	3.3	3.4
Information.....	141.7	146.7	147.8	0.8	1.7	0.7	3.5	4.3	4.3
Financial activities.....	147.1	149.8	153.9	-1.6	1.4	2.7	3.7	0.2	4.6
Excluding incentive paid occupations <sup>1</sup> ....	143.6	149.2	151.3	0.7	2.2	1.4	2.1	4.6	5.4
Finance and insurance.....	148.8	150.5	154.8	-2.2	1.1	2.9	4.0	-1.1	4.0
Credit intermediation and related activities.....	145.9	148.6	154.8	4.1	-1.4	4.2	4.9	6.1	6.1
Excluding incentive paid occupations <sup>1</sup> .....	145.3	151.0	153.2	0.8	2.4	1.5	2.3	4.8	5.4
Insurance carriers and related activities..	144.9	148.9	151.8	0.7	1.8	1.9	2.7	3.5	4.8
Excluding incentive paid occupations <sup>1</sup> .....	142.1	146.2	148.2	0.7	1.8	1.4	2.1	3.6	4.3
Real estate and rental and leasing.....	140.1	147.2	150.0	0.9	2.3	1.9	2.4	6.0	7.1
Excluding incentive paid occupations <sup>1</sup> ....	144.9	151.9	154.7	1.0	2.2	1.8	2.8	5.9	6.8
Professional and business services.....	146.0	151.6	153.9	0.8	1.4	1.5	2.8	4.6	5.4
Professional, scientific, and technical services.....	147.1	152.3	154.7	0.7	1.2	1.6	2.2	4.2	5.2
Administrative and support and waste management and remediation services...	146.6	154.0	156.5	1.2	1.9	1.6	4.3	6.4	6.8
Education and health services.....	142.7	149.1	150.9	0.8	1.4	1.2	3.3	5.4	5.7
Educational services.....	139.7	144.1	146.3	0.2	0.8	1.5	1.4	3.4	4.7
Junior colleges, colleges, universities, and professional schools.....	139.3	143.0	144.3	0.7	0.4	0.9	0.8	3.3	3.6
Health care and social assistance.....	143.3	150.2	151.9	0.9	1.5	1.1	3.7	5.8	6.0
Hospitals.....	143.9	150.4	152.2	0.9	1.4	1.2	3.0	5.5	5.8
Nursing and residential care facilities.....	143.1	151.7	154.1	1.3	1.9	1.6	4.2	7.4	7.7
Nursing care facilities <sup>1</sup> .....	142.3	150.2	152.9	1.4	1.8	1.8	4.4	7.0	7.4
Leisure and hospitality.....	155.3	165.3	168.1	2.4	2.2	1.7	6.1	9.0	8.2
Accommodation and food service.....	158.3	168.9	171.8	2.5	2.3	1.7	6.9	9.4	8.5
Other services, except public administration..	147.7	154.5	156.0	1.6	1.7	1.0	4.2	6.3	5.6

<sup>1</sup> The index for this series is not strictly comparable with other series in this table.

<sup>2</sup> Includes mining, construction, and manufacturing.

<sup>3</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 10. Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division**  
[Not seasonally adjusted]

Bargaining status and Census region and division	Indexes (Dec.2005=100)			Percent changes for-					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
<b>Bargaining status</b>									
Union.....	145.9	149.8	150.8	1.0	0.8	0.7	3.3	3.7	3.4
Goods-producing industries <sup>1</sup> .....	140.4	143.5	144.7	1.3	0.6	0.8	3.4	3.5	3.1
Manufacturing.....	138.5	142.3	143.3	1.3	0.6	0.7	3.7	4.1	3.5
Service-providing industries <sup>2</sup> .....	149.4	153.8	154.7	0.7	0.9	0.6	3.2	3.7	3.5
Nonunion.....	145.9	152.0	154.6	0.9	1.5	1.7	3.5	5.1	6.0
Goods-producing industries <sup>1</sup> .....	144.9	149.4	152.1	1.5	1.3	1.8	3.1	4.6	5.0
Manufacturing.....	144.8	150.0	152.2	1.3	1.7	1.5	3.1	5.0	5.1
Service-providing industries <sup>2</sup> .....	146.2	152.6	155.1	0.8	1.5	1.6	3.7	5.2	6.1
<b>Census region and division<sup>3</sup></b>									
Northeast.....	147.2	153.1	154.7	0.3	1.6	1.0	3.2	4.4	5.1
New England.....	153.3	159.4	161.6	1.2	2.0	1.4	3.7	5.2	5.4
Middle Atlantic.....	145.0	150.8	152.2	0.1	1.4	0.9	3.0	4.1	5.0
South.....	144.7	149.9	153.2	1.1	1.0	2.2	3.6	4.8	5.9
South Atlantic.....	147.4	151.9	155.1	0.8	0.9	2.1	3.7	3.8	5.2
East South Central.....	142.1	149.3	150.8	1.1	1.7	1.0	3.1	6.3	6.1
West South Central.....	141.2	146.8	151.2	1.8	0.8	3.0	3.7	5.8	7.1
Midwest.....	142.5	149.0	151.0	0.9	1.6	1.3	3.3	5.5	6.0
East North Central.....	140.7	147.3	148.9	0.9	1.6	1.1	3.2	5.6	5.8
West North Central.....	146.9	153.1	156.0	1.0	1.4	1.9	3.5	5.2	6.2
West.....	150.2	156.3	158.6	1.2	1.8	1.5	4.1	5.3	5.6
Mountain.....	147.6	154.6	157.0	1.6	1.8	1.6	4.1	6.4	6.4
Pacific.....	151.5	157.2	159.4	1.1	1.7	1.4	4.1	4.9	5.2

<sup>1</sup> Includes mining, construction, and manufacturing.

<sup>2</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

<sup>3</sup> The Census divisions are defined as follows: New England: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont; Middle Atlantic: New Jersey, New York, and Pennsylvania; South Atlantic: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia; East South Central: Alabama, Kentucky, Mississippi, and Tennessee; West South Central: Arkansas, Louisiana, Oklahoma, and Texas; East North Central: Illinois, Indiana, Michigan, Ohio, and Wisconsin; West North Central: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota; Mountain: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, and Wyoming; and Pacific: Alaska, California, Hawaii, Oregon, and Washington.

NOTE: The indexes for these series are not strictly comparable to those for the aggregate, occupation, and industry series.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 11. Employment Cost Index for wages and salaries, for state and local government workers, by occupational group and industry**  
[Not seasonally adjusted]

Occupational group and industry	Indexes (Dec. 2005=100)			Percent changes for-					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
All workers.....	136.2	140.0	140.6	0.3	0.7	0.4	1.6	3.1	3.2
<b>Occupational group</b>									
Management, professional, and related.....	134.9	138.0	138.5	0.2	0.5	0.4	1.4	2.5	2.7
Professional and related.....	134.7	137.8	138.2	0.1	0.5	0.3	1.4	2.5	2.6
Sales and office.....	136.9	140.6	141.6	0.4	0.9	0.7	2.2	3.2	3.4
Office and administrative support.....	137.4	141.0	142.0	0.5	0.9	0.7	2.2	3.1	3.3
Service occupations.....	140.5	146.7	148.1	0.5	1.2	1.0	2.1	4.9	5.4
<b>Industry</b>									
Education and health services.....	135.1	138.3	138.8	0.3	0.4	0.4	1.6	2.7	2.7
Educational services.....	134.3	137.3	137.7	0.1	0.4	0.3	1.5	2.4	2.5
Schools.....	134.3	137.3	137.7	0.2	0.4	0.3	1.5	2.5	2.5
Elementary and secondary schools....	134.1	136.8	137.1	0.2	0.4	0.2	1.7	2.2	2.2
Health care and social assistance.....	141.2	146.7	148.1	0.6	0.8	1.0	2.2	4.5	4.9
Hospitals.....	140.4	145.7	147.1	0.7	0.8	1.0	2.3	4.5	4.8
Public administration.....	137.5	142.7	143.8	0.2	1.3	0.8	1.5	4.0	4.6

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 12. Employment Cost Index for benefits, by occupational group, industry, and bargaining status**  
[Not seasonally adjusted]

Occupational group, industry, and bargaining status	Indexes (Dec. 2005=100)			Percent changes for-					
	Jun. 2021	Mar. 2022	Jun. 2022	3-months ended-			12-months ended-		
				Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
<b>Civilian workers</b>									
All workers <sup>1</sup> .....	146.2	151.5	153.2	0.4	2.0	1.1	2.2	4.1	4.8
<b>Private industry workers</b>									
All workers.....	140.8	146.1	148.2	0.4	2.0	1.4	2.0	4.1	5.3
<b>Occupational group</b>									
Management, professional, and related.....	139.1	144.2	146.0	0.4	2.1	1.2	2.1	4.0	5.0
Sales and office.....	142.5	148.3	151.0	0.3	2.5	1.8	1.9	4.4	6.0
Natural resources, construction, and maintenance.....	143.8	147.1	149.1	0.8	1.0	1.4	2.2	3.1	3.7
Production, transportation, and material moving.....	141.6	147.6	149.1	0.4	2.1	1.0	1.9	4.7	5.3
Service occupations.....	140.8	147.3	149.6	0.5	2.3	1.6	2.5	5.1	6.2
<b>Industry</b>									
Goods-producing industries <sup>2</sup> .....	136.5	141.8	143.0	0.5	2.2	0.8	1.9	4.4	4.8
Manufacturing.....	135.5	141.7	142.8	0.4	2.5	0.8	1.6	5.0	5.4
Aircraft manufacturing.....	98.7	127.3	127.8	0.3	4.0	0.4	3.2	29.4	29.5
Service-providing industries <sup>3</sup> .....	142.4	147.8	150.0	0.4	2.1	1.5	2.1	4.2	5.3
<b>Bargaining status</b>									
Union.....	152.6	157.2	159.3	0.2	1.1	1.3	1.5	3.2	4.4
Nonunion.....	138.5	143.9	145.9	0.4	2.2	1.4	2.1	4.4	5.3
<b>State and local government workers</b>									
All workers.....	165.6	170.9	171.6	0.3	1.4	0.4	2.6	3.5	3.6

<sup>1</sup> Includes workers in the private nonfarm economy except those in private households, and workers in the public sector, except the federal government.

<sup>2</sup> Includes mining, construction, and manufacturing.

<sup>3</sup> Includes the following industries: wholesale trade; retail trade; transportation and warehousing; utilities; information; finance and insurance; real estate and rental and leasing; professional and technical services; management of companies and enterprises; administrative and waste services; educational services; health care and social assistance; arts, entertainment and recreation; accommodation and food services; and other services, except public administration.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey

**Table 13. Employment Cost Index for total compensation and wages and salaries, for private industry workers by area**

[Not seasonally adjusted]

Census region and metropolitan area <sup>1</sup>	12-month percent changes -					
	Total compensation <sup>2</sup>			Wages and salaries		
	Jun. 2021	Mar. 2022	Jun. 2022	Jun. 2021	Mar. 2022	Jun. 2022
<b>Northeast</b>						
Boston-Worcester-Providence, MA-RI-NH-CT CSA.....	3.1	5.6	5.8	3.6	6.1	5.8
New York-Newark, NY-NJ-CT-PA CSA.....	2.3	4.0	5.2	2.3	4.2	5.3
Philadelphia-Reading-Camden, PA-NJ-DE-MD CSA.....	2.8	4.5	4.0	3.8	4.7	3.9
<b>South</b>						
Atlanta-Athens-Clarke County-Sandy Springs, GA CSA.....	2.4	3.3	4.3	3.4	3.4	4.4
Dallas-Fort Worth, TX-OK CSA.....	3.1	4.5	5.4	3.0	5.4	5.9
Houston-The Woodlands, TX CSA.....	1.7	4.5	5.5	2.1	5.2	6.1
Miami-Fort Lauderdale-Port St. Lucie, FL CSA.....	2.4	4.3	6.3	2.9	4.6	6.8
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA CSA....	3.7	3.5	4.2	4.3	3.5	3.8
<b>Midwest</b>						
Chicago-Naperville, IL-IN-WI CSA.....	2.7	3.9	5.3	3.0	3.8	5.1
Detroit-Warren-Ann Arbor, MI CSA.....	2.7	4.6	4.8	2.8	5.1	4.9
Minneapolis-St. Paul, MN-WI CSA.....	2.4	5.1	5.6	2.4	5.0	5.8
<b>West</b>						
Los Angeles-Long Beach, CA CSA.....	4.5	5.2	5.6	5.4	5.6	5.7
Phoenix-Mesa-Scottsdale, AZ MSA.....	3.7	5.5	5.5	3.5	6.4	6.5
San Jose-San Francisco-Oakland, CA CSA.....	3.1	3.6	4.5	3.4	3.8	4.5
Seattle-Tacoma, WA CSA.....	2.1	7.8	8.7	2.4	4.5	5.4

<sup>1</sup> These areas include Consolidated Statistical Areas (CSAs) and Metropolitan Statistical Areas (MSAs). Beginning with the December 2018 release, area definitions are based on Office of Management and Budget Bulletin No. 13-01, dated February 28, 2013. Previous area definitions are based on Office of Management and Budget Bulletin No. 04-03, dated February 18, 2004. For more information on metropolitan area definitions, see [www.census.gov/programs-surveys/metro-micro.html](http://www.census.gov/programs-surveys/metro-micro.html).

<sup>2</sup> Includes wages, salaries, and employer costs for employee benefits.

SOURCE: U.S. Bureau of Labor Statistics, National Compensation Survey





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## CONSUMER PRICE INDEX – AUGUST 2022

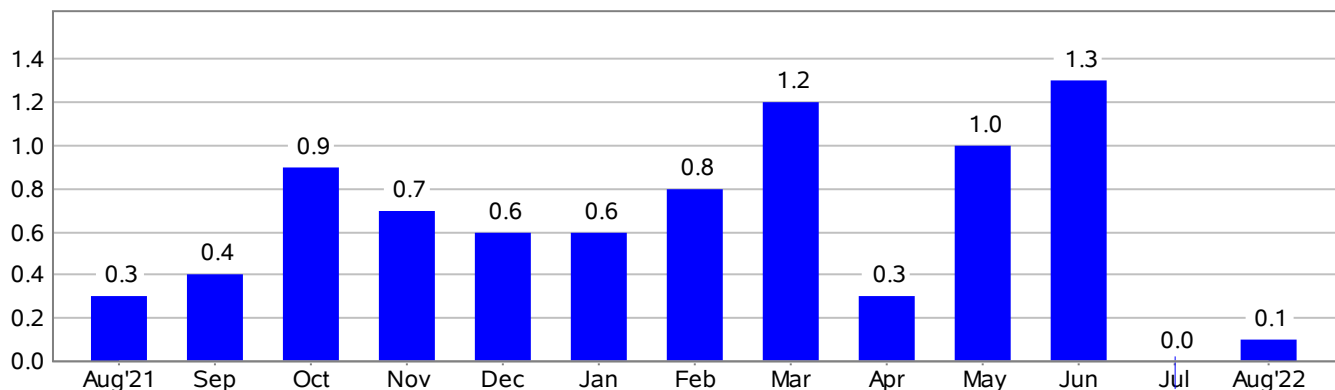
The Consumer Price Index for All Urban Consumers (CPI-U) rose 0.1 percent in August on a seasonally adjusted basis after being unchanged in July, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 8.3 percent before seasonal adjustment.

Increases in the shelter, food, and medical care indexes were the largest of many contributors to the broad-based monthly all items increase. These increases were mostly offset by a 10.6-percent decline in the gasoline index. The food index continued to rise, increasing 0.8 percent over the month as the food at home index rose 0.7 percent. The energy index fell 5.0 percent over the month as the gasoline index declined, but the electricity and natural gas indexes increased.

The index for all items less food and energy rose 0.6 percent in August, a larger increase than in July. The indexes for shelter, medical care, household furnishings and operations, new vehicles, motor vehicle insurance, and education were among those that increased over the month. There were some indexes that declined in August, including those for airline fares, communication, and used cars and trucks.

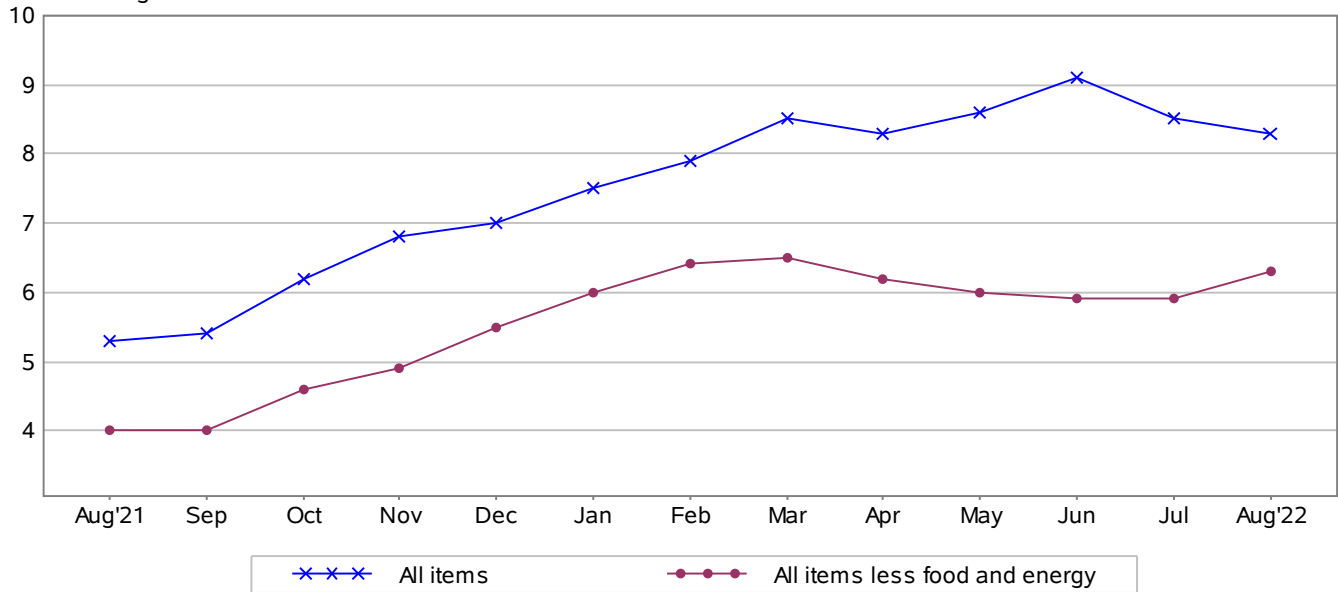
The all items index increased 8.3 percent for the 12 months ending August, a smaller figure than the 8.5-percent increase for the period ending July. The all items less food and energy index rose 6.3 percent over the last 12 months. The energy index increased 23.8 percent for the 12 months ending August, a smaller increase than the 32.9-percent increase for the period ending July. The food index increased 11.4 percent over the last year, the largest 12-month increase since the period ending May 1979.

**Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Aug. 2021 - Aug. 2022**  
Percent change



**Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Aug. 2021 - Aug. 2022**

Percent change



**Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average**

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Aug. 2022
	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	
All items.....	0.8	1.2	0.3	1.0	1.3	0.0	0.1	8.3
Food.....	1.0	1.0	0.9	1.2	1.0	1.1	0.8	11.4
Food at home.....	1.4	1.5	1.0	1.4	1.0	1.3	0.7	13.5
Food away from home <sup>1</sup> .....	0.4	0.3	0.6	0.7	0.9	0.7	0.9	8.0
Energy.....	3.5	11.0	-2.7	3.9	7.5	-4.6	-5.0	23.8
Energy commodities.....	6.7	18.1	-5.4	4.5	10.4	-7.6	-10.1	27.1
Gasoline (all types).....	6.6	18.3	-6.1	4.1	11.2	-7.7	-10.6	25.6
Fuel oil <sup>1</sup> .....	7.7	22.3	2.7	16.9	-1.2	-11.0	-5.9	68.8
Energy services.....	-0.4	1.8	1.3	3.0	3.5	0.1	2.1	19.8
Electricity.....	-1.1	2.2	0.7	1.3	1.7	1.6	1.5	15.8
Utility (piped) gas service.....	1.5	0.6	3.1	8.0	8.2	-3.6	3.5	33.0
All items less food and energy.....	0.5	0.3	0.6	0.6	0.7	0.3	0.6	6.3
Commodities less food and energy								
commodities.....	0.4	-0.4	0.2	0.7	0.8	0.2	0.5	7.1
New vehicles.....	0.3	0.2	1.1	1.0	0.7	0.6	0.8	10.1
Used cars and trucks.....	-0.2	-3.8	-0.4	1.8	1.6	-0.4	-0.1	7.8
Apparel.....	0.7	0.6	-0.8	0.7	0.8	-0.1	0.2	5.1
Medical care commodities <sup>1</sup> .....	0.3	0.2	0.1	0.3	0.4	0.6	0.2	4.1
Services less energy services.....	0.5	0.6	0.7	0.6	0.7	0.4	0.6	6.1
Shelter.....	0.5	0.5	0.5	0.6	0.6	0.5	0.7	6.2
Transportation services.....	1.4	2.0	3.1	1.3	2.1	-0.5	0.5	11.3
Medical care services.....	0.1	0.6	0.5	0.4	0.7	0.4	0.8	5.6

<sup>1</sup> Not seasonally adjusted.

## **Food**

The food index increased 0.8 percent in August, the smallest monthly increase in that index since December 2021. The food at home index rose 0.7 percent in August as all six major grocery store food group indexes increased. The index for other food at home rose 1.1 percent, while the index for cereals and bakery products rose 1.2 percent over the month. The meats, poultry, fish, and eggs index; the fruits and vegetables index; and the nonalcoholic beverages index all increased 0.5 percent in August. The index for dairy and related products increased 0.3 percent over the month, the smallest increase in that index since November 2021.

The food away from home index rose 0.9 percent in August after rising 0.7 percent in July. The index for full service meals increased 0.8 percent and the index for limited service meals increased 0.7 percent over the month.

The food at home index rose 13.5 percent over the last 12 months, the largest 12-month increase since the period ending March 1979. The index for other food at home rose 16.7 percent and the index for cereals and bakery products increased 16.4 percent over the year. The remaining major grocery store food groups posted increases ranging from 9.4 percent (fruits and vegetables) to 16.2 percent (dairy and related products).

The index for food away from home rose 8.0 percent over the last year. The index for full service meals rose 9.0 percent over the last 12 months, and the index for limited service meals rose 7.2 percent over the last year.

## **Energy**

The energy index fell 5.0 percent in August after declining 4.6 percent in July. The gasoline index fell 10.6 percent over the month following a 7.7-percent decrease in July. (Before seasonal adjustment, gasoline prices fell 12.2 percent in August.) However, the electricity index increased in August, rising 1.5 percent, its fourth consecutive monthly increase of at least 1.3 percent. The index for natural gas also increased over the month, rising 3.5 percent after declining 3.6 percent in July.

The energy index rose 23.8 percent over the past 12 months. The gasoline index increased 25.6 percent over the span and the fuel oil index rose 68.8 percent. The index for electricity rose 15.8 percent, the largest 12-month increase since the period ending August 1981. The index for natural gas increased 33.0 percent over the last 12 months.

## **All items less food and energy**

The index for all items less food and energy rose 0.6 percent in August after increasing 0.3 percent in July. The shelter index continued to rise, increasing 0.7 percent in August compared to 0.5 percent in July. The rent index rose 0.7 percent in August as did the owners' equivalent rent index. The index for lodging away from home rose 0.1 percent over the month after declining in June and July.

The medical care index rose 0.7 percent in August after rising 0.4 percent in July as major medical care component indexes continued to increase. The index for hospital services increased 0.7 percent over the month, while the index for prescription drugs increased 0.4 percent. The index for physicians' services rose 0.2 percent in August.

The index for household furnishings and operations continued to rise, increasing 1.0 percent in August after rising 0.6 percent in July. The new vehicles index increased 0.8 percent over the month, and the motor vehicle insurance index rose 1.3 percent in August. Other indexes that increased in August include personal care (+0.6 percent), education (+0.5 percent), recreation (+0.2 percent), and apparel (+0.2 percent).

The index for airline fares continued to decline in August, decreasing 4.6 percent after falling 7.8 percent in July. The communication index fell 0.2 percent in August following a 0.4-percent decline in July. The index for used cars and trucks also declined over the month, falling 0.1 percent.

The index for all items less food and energy rose 6.3 percent over the past 12 months, a larger increase than the 5.9-percent increase for the 12 months ending in July. The shelter index rose 6.2 percent over the last year, accounting for about 40 percent of the total increase in all items less food and energy. Other indexes with notable increases over the last year include household furnishings and operations (+9.9 percent), medical care (+5.4 percent), new vehicles (+10.1 percent), and used cars and trucks (+7.8 percent).

### **Not seasonally adjusted CPI measures**

The Consumer Price Index for All Urban Consumers (CPI-U) increased 8.3 percent over the last 12 months to an index level of 296.171 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 8.7 percent over the last 12 months to an index level of 291.629 (1982-84=100). For the month, the index declined 0.2 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 8.0 percent over the last 12 months. For the month, the index increased 0.1 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

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**The Consumer Price Index for September 2022 is scheduled to be released on Thursday, October 13, 2022, at 8:30 a.m. (ET).**

### **January 2023 Consumer Price Index Weight Update**

Starting with January 2023 data, BLS plans to update weights annually for the Consumer Price Index based on a single calendar year of data, using consumer expenditure data from 2021. This reflects a change from prior practice of updating weights biennially using two years of expenditure data.

## **Technical Note**

### **Brief Explanation of the CPI**

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, or web collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

### **Sampling Error in the CPI**

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-

month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see [www.bls.gov/cpi/tables/variance-estimates/home.htm](http://www.bls.gov/cpi/tables/variance-estimates/home.htm).

### Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
<b>Year I</b>	112.500	225.000	110.000
<b>Year II</b>	121.500	243.000	128.000
<b>Change in index points</b>	9.000	18.000	18.000
<b>Percent change</b>	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

### Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at [www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2022.xlsx](http://www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2022.xlsx). For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at [www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm](http://www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm) and the Timeline of Seasonal Adjustment Methodological Changes at [www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm](http://www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm).

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

### *Intervention Analysis*

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2022, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

### *Revision of Seasonally Adjusted Indexes*

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2022, revised seasonal factors and seasonally adjusted indexes for 2017 to 2021 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2021 will be applied to data for 2022 to produce the seasonally adjusted 2022 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

### *Determining Seasonal Status*

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2022, 22 of the 81 components of the U.S. city average all items index are seasonally adjusted.

### **Contact Information**

For additional information about the CPI visit [www.bls.gov/cpi](http://www.bls.gov/cpi) or contact the CPI Information and Analysis Section at 202-691-7000 or [cpi\\_info@bls.gov](mailto:cpi_info@bls.gov).

For additional information on seasonal adjustment in the CPI visit [www.bls.gov/cpi/seasonal-adjustment/home.htm](http://www.bls.gov/cpi/seasonal-adjustment/home.htm) or contact the CPI seasonal adjustment section at 202-691-6968 or [cpiseas@bls.gov](mailto:cpiseas@bls.gov).

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022**

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021	Jul. 2022	Aug. 2022	Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
All items.....	100.000	273.567	296.276	296.171	8.3	0.0	1.3	0.0	0.1
Food.....	13.527	279.135	308.532	310.875	11.4	0.8	1.0	1.1	0.8
Food at home.....	8.414	259.825	292.972	295.007	13.5	0.7	1.0	1.3	0.7
Cereals and bakery products.....	1.086	288.990	332.968	336.399	16.4	1.0	2.1	1.8	1.2
Meats, poultry, fish, and eggs.....	1.900	288.367	318.141	318.867	10.6	0.2	-0.4	0.5	0.5
Dairy and related products.....	0.798	230.145	265.638	267.461	16.2	0.7	1.7	1.7	0.3
Fruits and vegetables.....	1.407	313.672	341.839	343.221	9.4	0.4	0.7	0.5	0.5
Nonalcoholic beverages and beverage materials.....	0.964	182.277	204.944	206.693	13.4	0.9	0.8	2.3	0.5
Other food at home.....	2.259	222.863	257.295	259.976	16.7	1.0	1.8	1.8	1.1
Food away from home <sup>1</sup> .....	5.113	309.336	331.342	334.212	8.0	0.9	0.9	0.7	0.9
Energy.....	8.782	246.639	325.407	305.372	23.8	-6.2	7.5	-4.6	-5.0
Energy commodities.....	5.170	281.730	405.676	358.038	27.1	-11.7	10.4	-7.6	-10.1
Fuel oil <sup>1</sup> .....	0.165	276.557	495.910	466.755	68.8	-5.9	-1.2	-11.0	-5.9
Motor fuel.....	4.931	278.461	399.682	351.315	26.2	-12.1	11.0	-7.6	-10.5
Gasoline (all types).....	4.824	277.448	396.952	348.593	25.6	-12.2	11.2	-7.7	-10.6
Energy services.....	3.612	223.272	262.731	267.564	19.8	1.8	3.5	0.1	2.1
Electricity.....	2.658	229.088	262.347	265.191	15.8	1.1	1.7	1.6	1.5
Utility (piped) gas service.....	0.954	202.140	258.666	268.866	33.0	3.9	8.2	-3.6	3.5
All items less food and energy.....	77.691	279.507	295.646	297.178	6.3	0.5	0.7	0.3	0.6
Commodities less food and energy commodities.....	21.168	156.581	166.746	167.637	7.1	0.5	0.8	0.2	0.5
Apparel.....	2.391	121.194	125.188	127.328	5.1	1.7	0.8	-0.1	0.2
New vehicles.....	4.024	158.652	173.618	174.598	10.1	0.6	0.7	0.6	0.8
Used cars and trucks.....	4.021	197.535	213.683	212.895	7.8	-0.4	1.6	-0.4	-0.1
Medical care commodities <sup>1</sup> .....	1.474	375.685	390.077	391.032	4.1	0.2	0.4	0.6	0.2
Alcoholic beverages.....	0.865	264.315	274.344	275.627	4.3	0.5	0.4	0.5	0.4
Tobacco and smoking products <sup>1</sup> .....	0.511	1,254.492	1,349.636	1,364.765	8.8	1.1	0.6	0.3	1.1
Services less energy services.....	56.523	355.423	375.060	376.980	6.1	0.5	0.7	0.4	0.6
Shelter.....	32.247	336.284	354.935	357.264	6.2	0.7	0.6	0.5	0.7
Rent of primary residence.....	7.246	349.710	370.448	373.283	6.7	0.8	0.8	0.7	0.7
Owners' equivalent rent of residences <sup>2</sup> .....	23.654	344.327	363.311	365.993	6.3	0.7	0.7	0.6	0.7
Medical care services.....	6.807	573.500	601.056	605.883	5.6	0.8	0.7	0.4	0.8
Physicians' services <sup>1</sup> .....	1.802	408.490	411.846	412.828	1.1	0.2	0.1	0.3	0.2
Hospital services <sup>3</sup> .....	2.129	365.843	377.415	380.339	4.0	0.8	0.3	0.5	0.7
Transportation services.....	5.872	325.652	363.389	362.511	11.3	-0.2	2.1	-0.5	0.5
Motor vehicle maintenance and repair <sup>1</sup> .....	1.034	320.504	343.678	349.539	9.1	1.7	2.0	1.1	1.7
Motor vehicle insurance.....	2.407	566.183	609.585	615.559	8.7	1.0	1.9	1.3	1.3
Airline fares.....	0.673	212.882	311.205	283.911	33.4	-8.8	-1.8	-7.8	-4.6

<sup>1</sup> Not seasonally adjusted.

<sup>2</sup> Indexes on a December 1982=100 base.

<sup>3</sup> Indexes on a December 1996=100 base.



**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022**

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
All items.....	100.000	8.3	0.0	1.3	0.0	0.1
Food.....	13.527	11.4	0.8	1.0	1.1	0.8
Food at home.....	8.414	13.5	0.7	1.0	1.3	0.7
Cereals and bakery products.....	1.086	16.4	1.0	2.1	1.8	1.2
Cereals and cereal products.....	0.353	17.4	0.5	2.1	1.9	0.8
Flour and prepared flour mixes.....	0.058	23.3	1.9	5.3	3.2	2.2
Breakfast cereal <sup>1</sup> .....	0.149	16.4	0.0	2.5	2.0	0.0
Rice, pasta, cornmeal.....	0.146	15.7	0.5	0.7	0.9	0.7
Rice <sup>1, 2, 3</sup> .....		13.0	0.6	-1.1	1.4	0.6
Bakery products <sup>1</sup> .....	0.733	16.0	1.3	1.8	2.0	1.3
Bread <sup>1, 2</sup> .....	0.205	16.2	2.2	1.6	2.8	2.2
White bread <sup>1, 3</sup> .....		16.4	2.6	1.8	2.0	2.6
Bread other than white <sup>1, 3</sup> .....		16.1	1.7	1.3	3.5	1.7
Fresh biscuits, rolls, muffins <sup>2</sup> .....	0.110	17.1	1.4	3.5	1.6	1.2
Cakes, cupcakes, and cookies <sup>1</sup> .....	0.181	14.4	0.4	1.8	1.7	0.4
Cookies <sup>1, 3</sup> .....		14.3	0.0	1.3	1.7	0.0
Fresh cakes and cupcakes <sup>1, 3</sup> .....		12.9	-0.1	2.9	1.2	-0.1
Other bakery products.....	0.237	16.5	1.2	1.2	1.9	1.3
Fresh sweetrolls, coffeecakes, doughnuts <sup>1, 3</sup> .....		14.1	2.0	1.7	0.5	2.0
Crackers, bread, and cracker products <sup>3</sup> .....		17.7	0.3	0.9	3.3	0.1
Frozen and refrigerated bakery products, pies, tarts, turnovers <sup>1, 3</sup> .....		18.1	1.4	2.9	0.7	1.4
Meats, poultry, fish, and eggs.....	1.900	10.6	0.2	-0.4	0.5	0.5
Meats, poultry, and fish.....	1.768	8.8	0.0	-0.4	0.2	0.3
Meats.....	1.113	6.7	-0.2	-1.3	0.0	0.3
Beef and veal.....	0.511	2.5	-0.3	-2.3	0.0	0.8
Uncooked ground beef <sup>1</sup> .....	0.189	7.8	0.5	-0.1	0.8	0.5
Uncooked beef roasts <sup>1, 2</sup> .....	0.075	3.3	1.3	-2.0	-1.3	1.3
Uncooked beef steaks <sup>2</sup> .....	0.197	-3.0	-1.7	-1.6	-1.1	0.0
Uncooked other beef and veal <sup>1, 2</sup> .....	0.050	4.9	0.2	-1.9	1.8	0.2
Pork.....	0.360	6.8	-0.1	-1.6	-0.2	0.3
Bacon, breakfast sausage, and related products <sup>2</sup> .....	0.161	9.0	-0.3	-1.7	1.0	0.1
Bacon and related products <sup>3</sup> .....		5.7	-0.7	-1.9	0.2	-0.5
Breakfast sausage and related products <sup>2, 3</sup> .....		14.4	0.2	-1.0	2.6	0.7
Ham.....	0.064	9.2	2.5	1.1	-1.0	1.3
Ham, excluding canned <sup>3</sup> .....		8.8	2.8	1.2	-1.6	1.6
Pork chops <sup>1</sup> .....	0.051	5.2	0.4	-1.4	2.3	0.4
Other pork including roasts, steaks, and ribs <sup>2</sup> .....	0.083	2.3	-1.9	-1.2	-0.5	-1.9
Other meats.....	0.242	16.6	-0.1	1.5	0.3	-0.6
Frankfurters <sup>3</sup> .....		18.3	5.3	4.5	-6.1	4.9
Lunchmeats <sup>1, 2, 3</sup> .....		18.2	-0.3	0.6	1.1	-0.3
Poultry <sup>1</sup> .....	0.367	15.9	0.8	1.5	1.2	0.8
Chicken <sup>1, 2</sup> .....	0.299	16.6	0.5	1.7	1.4	0.5
Fresh whole chicken <sup>1, 3</sup> .....		14.8	0.0	1.2	1.9	0.0
Fresh and frozen chicken parts <sup>1, 3</sup> .....		17.8	0.8	1.7	1.1	0.8
Other uncooked poultry including turkey <sup>2</sup> .....	0.068	12.8	2.3	0.4	1.2	2.2
Fish and seafood.....	0.287	8.7	-0.2	0.5	-0.1	-0.2
Fresh fish and seafood <sup>1, 2</sup> .....	0.147	7.8	-0.6	-0.4	0.1	-0.6
Processed fish and seafood <sup>2</sup> .....	0.141	9.7	0.3	1.6	-1.2	0.0
Shelf stable fish and seafood <sup>3</sup> .....		8.1	1.5	2.0	-3.3	2.4
Frozen fish and seafood <sup>3</sup> .....		11.7	-0.5	2.2	-0.6	-0.6
Eggs <sup>1</sup> .....	0.132	39.8	2.9	0.3	4.3	2.9

See footnotes at end of table.

**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
Dairy and related products.....	0.798	16.2	0.7	1.7	1.7	0.3
Milk <sup>2</sup> .....	0.205	17.0	0.5	0.8	0.1	0.2
Fresh whole milk <sup>3</sup> .....		16.1	0.5	0.1	-1.4	0.7
Fresh milk other than whole <sup>2, 3</sup> .....		17.7	0.6	1.2	0.6	0.2
Cheese and related products <sup>1</sup> .....	0.260	13.5	0.8	1.0	2.0	0.8
Ice cream and related products.....	0.115	14.0	2.0	4.0	0.7	1.2
Other dairy and related products <sup>1, 2</sup> .....	0.218	20.0	0.0	1.9	3.7	0.0
Fruits and vegetables.....	1.407	9.4	0.4	0.7	0.5	0.5
Fresh fruits and vegetables.....	1.069	7.9	0.1	0.5	0.1	0.1
Fresh fruits.....	0.574	8.3	-0.6	0.2	0.2	-0.7
Apples.....	0.077	3.8	-0.6	0.8	-1.0	-2.3
Bananas <sup>1</sup> .....	0.079	8.3	-0.2	0.5	0.9	-0.2
Citrus fruits <sup>2</sup> .....	0.166	8.6	-0.4	-4.5	-3.2	-1.6
Oranges, including tangerines <sup>3</sup> .....		14.4	1.6	-3.0	-2.1	1.5
Other fresh fruits <sup>2</sup> .....	0.252	9.2	-0.9	2.4	2.4	0.3
Fresh vegetables.....	0.495	7.6	1.0	0.8	0.1	1.2
Potatoes.....	0.083	15.2	3.1	1.5	3.3	2.5
Lettuce <sup>1</sup> .....	0.057	10.7	0.8	0.3	-1.0	0.8
Tomatoes.....	0.075	-0.2	2.5	-0.9	-2.5	2.3
Other fresh vegetables.....	0.278	7.0	0.0	0.7	1.2	-0.3
Processed fruits and vegetables <sup>2</sup> .....	0.338	14.2	1.3	1.2	1.6	1.7
Canned fruits and vegetables <sup>2</sup> .....	0.174	16.6	1.9	1.4	1.6	1.8
Canned fruits <sup>2, 3</sup> .....		16.6	3.0	0.1	1.2	3.4
Canned vegetables <sup>2, 3</sup> .....		16.1	1.3	2.1	1.5	1.3
Frozen fruits and vegetables <sup>2</sup> .....	0.099	11.4	1.1	0.4	0.9	1.4
Frozen vegetables <sup>3</sup> .....		11.9	1.4	0.9	1.0	1.7
Other processed fruits and vegetables including dried <sup>2</sup> .....	0.065	12.7	0.3	1.1	2.7	0.8
Dried beans, peas, and lentils <sup>1, 2, 3</sup> .....		11.6	0.2	-1.0	1.7	0.2
Nonalcoholic beverages and beverage materials.....	0.964	13.4	0.9	0.8	2.3	0.5
Juices and nonalcoholic drinks <sup>2</sup> .....	0.675	13.1	1.4	0.6	2.0	1.1
Carbonated drinks.....	0.281	12.9	2.2	-0.4	2.7	1.0
Frozen noncarbonated juices and drinks <sup>1, 2</sup> .....	0.007	5.7	-3.1	2.4	-1.1	-3.1
Nonfrozen noncarbonated juices and drinks <sup>2</sup> .....	0.387	13.4	0.8	1.6	1.5	1.1
Beverage materials including coffee and tea <sup>2</sup> .....	0.289	14.0	-0.3	0.7	3.1	-0.8
Coffee.....	0.188	17.6	-0.6	0.4	3.5	-1.0
Roasted coffee <sup>3</sup> .....		18.7	-0.4	0.7	3.2	-0.7
Instant coffee <sup>1, 3</sup> .....		13.0	-0.6	1.0	2.3	-0.6
Other beverage materials including tea <sup>1, 2</sup> .....	0.101	7.7	0.2	1.0	2.4	0.2
Other food at home.....	2.259	16.7	1.0	1.8	1.8	1.1
Sugar and sweets <sup>1</sup> .....	0.281	12.7	1.5	1.1	2.0	1.5
Sugar and sugar substitutes.....	0.042	15.9	1.8	2.1	2.1	2.4
Candy and chewing gum <sup>1, 2</sup> .....	0.176	10.9	1.9	0.7	2.0	1.9
Other sweets <sup>2</sup> .....	0.063	15.8	0.2	1.5	2.0	0.5
Fats and oils.....	0.254	21.5	1.7	2.6	2.2	1.9
Butter and margarine <sup>2</sup> .....	0.080	29.3	3.2	5.0	0.2	2.7
Butter <sup>3</sup> .....		24.6	2.7	4.8	0.2	1.9
Margarine <sup>1, 3</sup> .....		38.3	7.3	6.8	-0.8	7.3
Salad dressing <sup>2</sup> .....	0.057	11.8	-0.5	3.3	1.6	-0.4
Other fats and oils including peanut butter <sup>2</sup> .....	0.116	21.3	1.6	1.1	3.6	2.6
Peanut butter <sup>1, 2, 3</sup> .....		15.2	-1.0	-2.0	3.5	-1.0
Other foods.....	1.724	16.6	0.9	1.8	1.7	0.9
Soups.....	0.106	18.5	0.4	2.0	3.0	0.7
Frozen and freeze dried prepared foods.....	0.280	18.5	0.8	2.8	1.5	1.5

See footnotes at end of table.

**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
Snacks <sup>1</sup> .....	0.372	16.7	0.8	1.8	1.8	0.8
Spices, seasonings, condiments, sauces.....	0.329	15.4	1.4	1.1	2.4	0.8
Salt and other seasonings and spices <sup>2, 3</sup> .....		14.8	0.2	0.0	2.0	0.8
Olives, pickles, relishes <sup>1, 2, 3</sup> .....		19.4	4.0	0.9	3.0	4.0
Sauces and gravies <sup>2, 3</sup> .....		17.6	1.6	1.4	3.4	0.9
Other condiments <sup>3</sup> .....		11.1	2.5	2.1	0.5	1.7
Baby food <sup>1, 2</sup> .....	0.044	12.6	-2.0	1.1	2.1	-2.0
Other miscellaneous foods <sup>2</sup> .....	0.592	16.5	1.0	2.1	1.6	1.7
Prepared salads <sup>3, 4</sup> .....		17.3	1.5	3.2	0.2	1.6
Food away from home <sup>1</sup> .....	5.113	8.0	0.9	0.9	0.7	0.9
Full service meals and snacks <sup>1, 2</sup> .....	2.385	9.0	0.8	0.8	0.6	0.8
Limited service meals and snacks <sup>1, 2</sup> .....	2.479	7.2	0.7	0.7	0.8	0.7
Food at employee sites and schools <sup>1, 2</sup> .....	0.042	23.7	19.3	24.2	0.9	19.3
Food at elementary and secondary schools <sup>1, 3, 5</sup> .....						
Food from vending machines and mobile vendors <sup>1, 2, ...</sup>	0.037	6.9	0.1	1.8	0.1	0.1
Other food away from home <sup>1, 2</sup> .....	0.171	6.5	0.1	1.8	0.8	0.1
Energy.....	8.782	23.8	-6.2	7.5	-4.6	-5.0
Energy commodities.....	5.170	27.1	-11.7	10.4	-7.6	-10.1
Fuel oil and other fuels.....	0.239	48.8	-4.3	-0.7	-8.1	-2.4
Fuel oil <sup>1</sup> .....	0.165	68.8	-5.9	-1.2	-11.0	-5.9
Propane, kerosene, and firewood <sup>6</sup> .....	0.074	18.8	-0.9	1.1	-1.0	-0.9
Motor fuel.....	4.931	26.2	-12.1	11.0	-7.6	-10.5
Gasoline (all types).....	4.824	25.6	-12.2	11.2	-7.7	-10.6
Gasoline, unleaded regular <sup>3</sup> .....		25.8	-12.5	11.3	-8.0	-10.8
Gasoline, unleaded midgrade <sup>3, 7</sup> .....		25.5	-11.4	10.4	-6.4	-10.0
Gasoline, unleaded premium <sup>3</sup> .....		24.7	-10.1	9.4	-5.4	-8.8
Other motor fuels <sup>1, 2</sup> .....	0.107	53.0	-8.4	3.9	-2.4	-8.4
Energy services.....	3.612	19.8	1.8	3.5	0.1	2.1
Electricity.....	2.658	15.8	1.1	1.7	1.6	1.5
Utility (piped) gas service.....	0.954	33.0	3.9	8.2	-3.6	3.5
All items less food and energy.....	77.691	6.3	0.5	0.7	0.3	0.6
Commodities less food and energy commodities.....	21.168	7.1	0.5	0.8	0.2	0.5
Household furnishings and supplies <sup>8</sup> .....	3.920	10.6	0.7	0.5	0.6	1.1
Window and floor coverings and other linens <sup>1, 2</sup> .....	0.287	6.8	2.3	0.3	-0.2	2.3
Floor coverings <sup>1, 2</sup> .....	0.067	14.8	3.6	1.0	0.1	3.6
Window coverings <sup>1, 2</sup> .....	0.058	6.9	3.7	-3.9	4.0	3.7
Other linens <sup>1, 2</sup> .....	0.163	3.9	1.2	1.6	-1.8	1.2
Furniture and bedding <sup>1</sup> .....	0.973	12.8	0.5	1.1	0.9	0.5
Bedroom furniture <sup>1</sup> .....	0.316	8.7	-0.2	1.1	1.2	-0.2
Living room, kitchen, and dining room furniture <sup>1, 2, ...</sup>	0.483	17.7	1.1	2.1	2.7	1.1
Other furniture <sup>2</sup> .....	0.165	7.5	-0.1	-1.7	-3.1	0.8
Appliances <sup>2</sup> .....	0.247	3.0	-1.0	0.2	-0.6	-1.2
Major appliances <sup>2</sup> .....	0.081	2.2	-1.7	0.0	-2.2	-1.5
Laundry equipment <sup>1, 3</sup> .....		10.8	6.9	-0.9	1.7	6.9
Other appliances <sup>1, 2</sup> .....	0.163	3.4	-0.6	0.8	-0.8	-0.6
Other household equipment and furnishings <sup>2</sup> .....	0.550	8.3	0.3	1.2	0.3	0.8
Clocks, lamps, and decorator items <sup>1</sup> .....	0.329	9.0	0.3	0.5	-0.3	0.3
Indoor plants and flowers <sup>9</sup> .....	0.097	5.6	0.6	0.8	0.0	1.4
Dishes and flatware <sup>1, 2</sup> .....	0.050	13.7	1.1	0.3	0.3	1.1
Nonelectric cookware and tableware <sup>1, 2</sup> .....	0.075	6.0	-0.3	1.2	-0.7	-0.3
Tools, hardware, outdoor equipment and supplies <sup>2, ...</sup>	0.919	11.7	1.2	-0.2	0.4	1.4
Tools, hardware and supplies <sup>1, 2</sup> .....	0.240	9.6	1.6	0.4	-0.1	1.6
Outdoor equipment and supplies <sup>2</sup> .....	0.458	13.1	1.0	-0.3	0.8	1.2

See footnotes at end of table.

**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
Housekeeping supplies <sup>1</sup> .....	0.943	11.7	0.4	1.2	1.3	0.4
Household cleaning products <sup>1, 2</sup> .....	0.342	10.5	0.4	0.5	0.5	0.4
Household paper products <sup>1, 2</sup> .....	0.220	14.1	0.6	2.2	3.1	0.6
Miscellaneous household products <sup>1, 2</sup> .....	0.382	11.5	0.4	1.4	1.0	0.4
Apparel.....	2.391	5.1	1.7	0.8	-0.1	0.2
Men's and boys' apparel.....	0.604	5.2	1.7	1.0	-1.2	0.0
Men's apparel.....	0.465	4.8	1.8	0.3	-1.0	-0.1
Men's suits, sport coats, and outerwear.....	0.077	11.0	1.2	1.8	-1.2	-2.3
Men's underwear, nightwear, swimwear, and accessories <sup>1</sup> .....	0.155	2.3	0.7	0.8	-2.4	0.7
Men's shirts and sweaters <sup>2</sup> .....	0.110	5.6	4.3	-2.0	-0.5	1.3
Men's pants and shorts.....	0.117	3.5	1.4	0.4	1.3	3.0
Boys' apparel.....	0.139	7.4	1.4	1.4	-0.3	0.5
Women's and girls' apparel.....	0.921	5.4	2.8	0.0	0.9	0.8
Women's apparel.....	0.775	5.6	2.5	-0.1	1.2	0.5
Women's outerwear.....	0.057	6.9	2.5	0.6	-1.9	-0.6
Women's dresses.....	0.083	1.6	2.2	0.8	3.0	-4.6
Women's suits and separates <sup>2</sup> .....	0.374	7.5	2.4	0.4	2.7	1.2
Women's underwear, nightwear, swimwear, and accessories <sup>2</sup> .....	0.255	3.6	2.7	-1.5	0.3	2.1
Girls' apparel.....	0.146	4.8	4.3	0.5	-0.8	2.6
Footwear.....	0.594	5.0	0.5	1.6	-0.1	-0.5
Men's footwear <sup>1</sup> .....	0.199	4.0	0.2	1.7	-1.4	0.2
Boys' and girls' footwear.....	0.115	6.8	0.3	1.2	-1.2	-0.1
Women's footwear.....	0.280	4.9	0.9	0.8	1.3	-0.6
Infants' and toddlers' apparel.....	0.112	8.6	1.9	1.3	-1.3	0.6
Jewelry and watches <sup>6</sup> .....	0.160	-0.3	-0.4	1.4	-0.5	0.0
Watches <sup>1, 6</sup> .....	0.030	1.3	-0.1	0.1	1.2	-0.1
Jewelry <sup>6</sup> .....	0.130	-1.2	-0.4	1.5	-1.2	0.1
Transportation commodities less motor fuel <sup>8</sup> .....	8.559	9.1	0.1	1.1	0.1	0.4
New vehicles.....	4.024	10.1	0.6	0.7	0.6	0.8
New cars <sup>3</sup> .....		10.9	0.4	0.5	0.8	0.7
New trucks <sup>3, 10</sup> .....		9.8	0.6	0.8	0.6	0.9
Used cars and trucks.....	4.021	7.8	-0.4	1.6	-0.4	-0.1
Motor vehicle parts and equipment <sup>1</sup> .....	0.425	13.4	1.1	0.4	0.4	1.1
Tires <sup>1</sup> .....	0.269	13.7	1.2	0.7	0.1	1.2
Vehicle accessories other than tires <sup>1, 2</sup> .....	0.156	12.9	0.9	0.0	0.7	0.9
Vehicle parts and equipment other than tires <sup>1, 3</sup> .....		11.5	0.9	-0.7	0.4	0.9
Motor oil, coolant, and fluids <sup>1, 3</sup> .....		13.8	0.3	2.6	0.8	0.3
Medical care commodities <sup>1</sup> .....	1.474	4.1	0.2	0.4	0.6	0.2
Medicinal drugs <sup>1, 8</sup> .....	1.373	4.0	0.2	0.4	0.6	0.2
Prescription drugs <sup>1</sup> .....	0.999	3.2	0.4	0.1	0.3	0.4
Nonprescription drugs <sup>1, 8</sup> .....	0.374	6.1	-0.1	1.2	1.3	-0.1
Medical equipment and supplies <sup>1, 8</sup> .....	0.101	6.0	0.3	0.6	0.8	0.3
Recreation commodities <sup>8</sup> .....	1.865	3.8	0.8	0.4	0.2	0.6
Video and audio products <sup>8</sup> .....	0.279	-9.0	-1.2	-0.2	-0.7	-1.6
Televisions.....	0.126	-19.1	-2.2	-2.3	-0.8	-3.0
Other video equipment <sup>2</sup> .....	0.024	-4.3	2.9	-0.2	-1.4	1.6
Audio equipment <sup>1</sup> .....	0.072	0.8	-1.3	3.2	-1.4	-1.3
Recorded music and music subscriptions <sup>1, 2</sup> .....	0.051	-0.6	-0.5	0.3	0.6	-0.5
Pets and pet products <sup>1</sup> .....	0.554	10.7	1.6	1.0	0.6	1.6
Pet food <sup>1, 2, 3</sup> .....		13.1	1.7	1.3	1.2	1.7
Purchase of pets, pet supplies, accessories <sup>1, 2, 3</sup> .....		7.3	1.5	0.9	0.0	1.5
Sporting goods <sup>1</sup> .....	0.544	3.8	0.9	-0.3	-0.2	0.9

See footnotes at end of table.

**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
Sports vehicles including bicycles <sup>1</sup> .....	0.312	2.9	1.0	-0.6	0.4	1.0
Sports equipment <sup>1</sup> .....	0.222	5.1	0.7	0.1	-1.1	0.7
Photographic equipment and supplies.....	0.021	6.3	1.2	-0.6	4.1	0.4
Photographic equipment <sup>2, 3</sup> .....		5.8	0.7	-0.2	4.1	0.1
Recreational reading materials <sup>1</sup> .....	0.096	7.0	2.1	3.1	-1.0	2.1
Newspapers and magazines <sup>1, 2</sup> .....	0.057	11.2	2.7	4.2	-0.5	2.7
Recreational books <sup>1, 2</sup> .....	0.039	1.4	1.2	1.6	-1.7	1.2
Other recreational goods <sup>2</sup> .....	0.371	3.3	0.4	0.1	1.2	0.1
Toys.....	0.286	2.8	0.6	0.1	1.5	0.1
Toys, games, hobbies and playground equipment <sup>1, 3</sup> .....		6.9	1.5	0.1	2.1	0.8
Sewing machines, fabric and supplies <sup>1, 2</sup> .....	0.028	8.1	-0.7	1.9	0.4	-0.7
Music instruments and accessories <sup>1, 2</sup> .....	0.041	3.6	0.5	-0.1	0.0	0.5
Education and communication commodities <sup>8</sup> .....	0.760	-7.3	-0.4	0.3	-0.8	-0.7
Educational books and supplies <sup>1</sup> .....	0.086	4.6	0.3	0.0	0.0	0.3
College textbooks <sup>1, 3, 11</sup> .....		5.3	-0.1	0.0	0.0	-0.1
Information technology commodities <sup>8</sup> .....	0.674	-8.8	-0.5	0.3	-0.9	-0.9
Computers, peripherals, and smart home assistants <sup>1, 4</sup> .....	0.333	-4.3	-0.6	1.3	-1.8	-0.6
Computer software and accessories <sup>1, 2</sup> .....	0.019	-0.3	1.8	2.3	-1.9	1.8
Telephone hardware, calculators, and other consumer information items <sup>2</sup> .....	0.321	-13.8	-0.5	-0.9	0.1	-1.3
Smartphones <sup>1, 3, 12</sup> .....		-20.4	-0.7	-0.5	0.1	-0.7
Alcoholic beverages.....	0.865	4.3	0.5	0.4	0.5	0.4
Alcoholic beverages at home.....	0.576	3.2	0.5	0.6	0.4	0.5
Beer, ale, and other malt beverages at home.....	0.220	4.9	0.3	0.9	0.5	0.5
Distilled spirits at home <sup>1</sup> .....	0.105	1.7	0.1	0.1	0.7	0.1
Whiskey at home <sup>1, 3</sup> .....		3.0	0.3	-0.1	0.6	0.3
Distilled spirits, excluding whiskey, at home <sup>1, 3</sup> .....		1.2	0.0	0.1	0.8	0.0
Wine at home <sup>1</sup> .....	0.252	2.5	0.9	0.5	0.1	0.9
Alcoholic beverages away from home <sup>1</sup> .....	0.289	5.7	0.4	0.3	0.3	0.4
Beer, ale, and other malt beverages away from home <sup>1, 2, 3</sup> .....		6.4	0.3	0.2	0.9	0.3
Wine away from home <sup>1, 2, 3</sup> .....		7.1	0.8	0.3	0.0	0.8
Distilled spirits away from home <sup>1, 2, 3</sup> .....		4.2	0.2	0.1	-0.1	0.2
Other goods <sup>8</sup> .....	1.333	7.6	1.2	0.5	0.3	1.2
Tobacco and smoking products <sup>1</sup> .....	0.511	8.8	1.1	0.6	0.3	1.1
Cigarettes <sup>1, 2</sup> .....	0.441	9.0	1.1	0.6	0.3	1.1
Tobacco products other than cigarettes <sup>1, 2</sup> .....	0.065	7.0	1.2	0.3	0.3	1.2
Personal care products <sup>1</sup> .....	0.640	6.0	1.5	0.7	1.0	1.5
Hair, dental, shaving, and miscellaneous personal care products <sup>1, 2</sup> .....	0.332	7.6	0.8	1.2	1.3	0.8
Cosmetics, perfume, bath, nail preparations and implements <sup>1</sup> .....	0.299	4.2	2.3	0.2	0.8	2.3
Miscellaneous personal goods <sup>1, 2</sup> .....	0.182	8.3	0.0	-0.4	-1.8	0.0
Stationery, stationery supplies, gift wrap <sup>3</sup> .....		9.3	-1.5	-0.6	-1.0	-0.5
Services less energy services.....	56.523	6.1	0.5	0.7	0.4	0.6
Shelter.....	32.247	6.2	0.7	0.6	0.5	0.7
Rent of shelter <sup>13</sup> .....	31.884	6.3	0.7	0.6	0.5	0.7
Rent of primary residence.....	7.246	6.7	0.8	0.8	0.7	0.7
Lodging away from home <sup>2</sup> .....	0.984	4.0	-1.8	-2.8	-2.7	0.1
Housing at school, excluding board <sup>13</sup> .....	0.122	2.5	1.2	0.2	0.7	0.6
Other lodging away from home including hotels and motels.....	0.862	4.5	-2.3	-3.3	-3.2	0.0
Owners' equivalent rent of residences <sup>13</sup> .....	23.654	6.3	0.7	0.7	0.6	0.7

See footnotes at end of table.

**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
Owners' equivalent rent of primary residence <sup>13</sup> ..	22.426	6.3	0.7	0.7	0.6	0.7
Tenants' and household insurance <sup>1, 2</sup> .....	0.363	0.5	-0.1	0.9	0.1	-0.1
Water and sewer and trash collection services <sup>2</sup> .....	1.076	4.6	0.7	0.4	0.4	0.6
Water and sewerage maintenance .....	0.775	4.6	0.9	0.3	0.5	0.8
Garbage and trash collection <sup>1, 10</sup> .....	0.301	4.6	0.1	0.6	0.1	0.1
Household operations <sup>1, 2</sup> .....	0.825	6.6		0.1		
Domestic services <sup>1, 2</sup> .....	0.242	5.9		0.6		
Gardening and lawn care services <sup>1, 2</sup> .....						
Moving, storage, freight expense <sup>1, 2</sup> .....	0.104	3.7	0.0	0.8	1.5	0.0
Repair of household items <sup>1, 2</sup> .....						
Medical care services .....	6.807	5.6	0.8	0.7	0.4	0.8
Professional services .....	3.431	2.4	0.5	0.7	0.0	0.6
Physicians' services <sup>1</sup> .....	1.802	1.1	0.2	0.1	0.3	0.2
Dental services .....	0.899	4.7	1.3	1.9	-0.2	1.7
Eyeglasses and eye care <sup>1, 6</sup> .....	0.351	1.4	0.0	0.7	-0.8	0.0
Services by other medical professionals <sup>1, 6</sup> .....	0.379	4.4	0.1	0.1	-0.3	0.1
Hospital and related services .....	2.496	4.1	0.7	0.4	0.5	0.6
Hospital services <sup>14</sup> .....	2.129	4.0	0.8	0.3	0.5	0.7
Inpatient hospital services <sup>14, 3</sup> .....				0.1	0.5	
Outpatient hospital services <sup>3, 6</sup> .....		3.6	0.7	0.1	0.4	0.5
Nursing homes and adult day services <sup>14</sup> .....	0.205	4.8	0.3	1.4	0.3	0.2
Care of invalids and elderly at home <sup>1, 5</sup> .....	0.162	3.6	0.0	0.1	1.5	0.0
Health insurance <sup>1, 5</sup> .....	0.880	24.3	2.4	2.1	2.2	2.4
Transportation services .....	5.872	11.3	-0.2	2.1	-0.5	0.5
Leased cars and trucks <sup>1, 11</sup> .....					0.6	
Car and truck rental <sup>2</sup> .....	0.155	-6.2	-4.6	-2.2	-9.5	-0.5
Motor vehicle maintenance and repair <sup>1</sup> .....	1.034	9.1	1.7	2.0	1.1	1.7
Motor vehicle body work <sup>1</sup> .....	0.052	11.5	-1.2	1.8	0.3	-1.2
Motor vehicle maintenance and servicing <sup>1</sup> .....	0.566	7.3	0.8	2.0	0.7	0.8
Motor vehicle repair <sup>1, 2</sup> .....	0.372	11.1	3.5	2.1	1.7	3.5
Motor vehicle insurance .....	2.407	8.7	1.0	1.9	1.3	1.3
Motor vehicle fees <sup>1, 2</sup> .....	0.497	2.4	0.5	0.5	0.7	0.5
State motor vehicle registration and license fees <sup>1, 2</sup> .....	0.288	2.6	0.8	0.0	1.4	0.8
Parking and other fees <sup>1, 2</sup> .....	0.194	1.9	0.2	1.1	-0.4	0.2
Parking fees and tolls <sup>2, 3</sup> .....		4.1	0.6	1.5	-0.1	1.1
Public transportation .....	0.962	21.1	-6.3	-0.4	-6.1	-3.2
Airline fares .....	0.673	33.4	-8.8	-1.8	-7.8	-4.6
Other intercity transportation .....	0.091	-2.6	0.0	0.4	-0.3	0.2
Ship fare <sup>1, 2, 3</sup> .....		-7.4	0.4	-2.1	0.0	0.4
Intracity transportation <sup>1</sup> .....	0.195	2.9	-0.8	0.8	0.4	-0.8
Intracity mass transit <sup>1, 3, 8</sup> .....		0.6	0.1	0.0	-0.2	0.1
Recreation services <sup>8</sup> .....	3.108	4.2	0.0	0.3	0.4	0.0
Video and audio services <sup>8</sup> .....	1.137	3.2	-0.2	0.1	-0.6	-0.3
Cable and satellite television service <sup>10</sup> .....	1.043	3.0	-0.3	0.0	-0.8	-0.4
Video discs and other media, including rental of video <sup>1, 2</sup> .....	0.094	4.7	1.2	1.0	1.7	1.2
Video discs and other media <sup>1, 2, 3</sup> .....		8.9	2.7	0.3	2.9	2.7
Rental of video discs and other media <sup>1, 2, 3</sup> .....		5.9	0.1	-0.2	0.0	0.1
Pet services including veterinary <sup>2</sup> .....	0.513	9.6	0.5	0.3	1.2	0.6
Pet services <sup>1, 2, 3</sup> .....		5.7	0.1	-0.7	0.3	0.1
Veterinarian services <sup>2, 3</sup> .....		10.0	0.8	0.6	0.6	0.9
Photographers and photo processing <sup>1, 2</sup> .....	0.029	6.0	1.4	-0.5	-0.7	1.4
Other recreation services <sup>2</sup> .....	1.429	3.2	-0.1	0.4	0.9	-0.1

See footnotes at end of table.

**Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees <sup>1, 2, ..</sup>	0.624	3.7	0.4	-0.3	0.4	0.4
Admissions <sup>1</sup> .....	0.454	2.7	-1.4	1.7	2.1	-1.4
Admission to movies, theaters, and concerts <sup>1, 2, 3</sup> .....		6.2	-0.6	0.9	1.5	-0.6
Admission to sporting events <sup>1, 2, 3</sup> .....		-6.7	-2.8	2.9	4.9	-2.8
Fees for lessons or instructions <sup>1, 6</sup> .....	0.165	2.0	1.8	-0.3	-0.3	1.8
Education and communication services <sup>8</sup> .....	5.239	1.5	0.5	0.2	-0.1	0.2
Tuition, other school fees, and childcare.....	2.461	3.0	1.1	0.4	0.1	0.5
College tuition and fees.....	1.410	2.8	1.3	0.3	0.2	0.5
Elementary and high school tuition and fees.....	0.313	3.2	0.7	0.5	0.4	-0.2
Day care and preschool <sup>9</sup> .....	0.612	3.7	0.6	0.7	-0.2	0.6
Technical and business school tuition and fees <sup>1, 2, ..</sup>	0.038	1.2	0.9	0.3	0.3	0.9
Postage and delivery services <sup>2</sup> .....	0.081	3.9	-0.1	0.3	0.4	0.2
Postage.....	0.073	3.0	0.0	0.4	0.4	0.4
Delivery services <sup>2</sup> .....	0.009	11.5	-1.0	-0.7	0.4	-0.7
Telephone services <sup>1, 2</sup> .....	1.780	-0.1	0.0	-0.1	0.0	0.0
Wireless telephone services <sup>1, 2</sup> .....	1.480	-0.6	0.0	-0.1	0.0	0.0
Residential telephone services <sup>1, 8</sup> .....	0.300	2.4	0.3	0.1	-0.1	0.3
Internet services and electronic information providers <sup>1, 2</sup> .....	0.908	0.6	-0.1	-0.1	-0.8	-0.1
Other personal services <sup>1, 8</sup> .....	1.349	5.8	0.3	0.4	0.4	0.3
Personal care services <sup>1</sup> .....	0.531	4.4	0.7	0.3	0.2	0.7
Haircuts and other personal care services <sup>1, 2</sup> .....	0.531	4.4	0.7	0.3	0.2	0.7
Miscellaneous personal services <sup>1</sup> .....	0.817	6.7	0.1	0.5	0.5	0.1
Legal services <sup>1, 6</sup> .....	0.232	9.3	-0.1			-0.1
Funeral expenses <sup>1, 6</sup> .....	0.144	2.6	-0.5	0.1	0.5	-0.5
Laundry and dry cleaning services <sup>1, 2</sup> .....	0.152	7.9	0.0	0.8	0.8	0.0
Apparel services other than laundry and dry cleaning <sup>1, 2</sup> .....	0.018	9.1	-1.0	1.0	1.5	-1.0
Financial services <sup>1, 6</sup> .....	0.189	5.5	0.9	-0.5	0.3	0.9
Checking account and other bank services <sup>1, 2, 3</sup> .....		3.7	0.4	0.0	0.0	0.4
Tax return preparation and other accounting fees <sup>1, 2, 3</sup> .....		8.8	1.9		0.6	1.9

<sup>1</sup> Not seasonally adjusted.

<sup>2</sup> Indexes on a December 1997=100 base.

<sup>3</sup> Special index based on a substantially smaller sample.

<sup>4</sup> Indexes on a December 2007=100 base.

<sup>5</sup> Indexes on a December 2005=100 base.

<sup>6</sup> Indexes on a December 1986=100 base.

<sup>7</sup> Indexes on a December 1993=100 base.

<sup>8</sup> Indexes on a December 2009=100 base.

<sup>9</sup> Indexes on a December 1990=100 base.

<sup>10</sup> Indexes on a December 1983=100 base.

<sup>11</sup> Indexes on a December 2001=100 base.

<sup>12</sup> Indexes on a December 2019=100 base.

<sup>13</sup> Indexes on a December 1982=100 base.

<sup>14</sup> Indexes on a December 1996=100 base.



**Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, August 2022**

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Jul. 2022	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Aug. 2021	Jul. 2022	Aug. 2022	Aug. 2021- Aug. 2022	Jul. 2022- Aug. 2022	May 2022- Jun. 2022	Jun. 2022- Jul. 2022	Jul. 2022- Aug. 2022
All items less food.....	86.473	272.680	294.363	293.893	7.8	-0.2	1.4	-0.2	0.0
All items less shelter.....	67.753	252.072	276.416	275.409	9.3	-0.4	1.7	-0.3	-0.2
All items less food and shelter.....	54.226	245.033	268.146	266.417	8.7	-0.6	1.8	-0.6	-0.4
All items less food, shelter, and energy.....	45.444	247.913	262.628	263.732	6.4	0.4	0.8	0.2	0.5
All items less food, shelter, energy, and used cars and trucks.....	41.422	249.078	263.458	264.767	6.3	0.5	0.7	0.2	0.5
All items less medical care.....	91.719	261.479	284.084	283.794	8.5	-0.1	1.4	-0.1	0.1
All items less energy.....	91.218	278.691	296.702	298.346	7.1	0.6	0.7	0.4	0.6
Commodities.....	39.865	202.496	226.110	223.891	10.6	-1.0	2.1	-0.5	-0.8
Commodities less food, energy, and used cars and trucks.....	17.146	150.858	160.175	161.371	7.0	0.7	0.6	0.4	0.6
Commodities less food.....	26.338	168.214	188.836	185.295	10.2	-1.9	2.6	-1.4	-1.6
Commodities less food and beverages.....	25.473	164.825	185.573	181.945	10.4	-2.0	2.7	-1.4	-1.6
Services.....	60.135	343.246	364.465	366.622	6.8	0.6	0.9	0.3	0.7
Services less rent of shelter <sup>1</sup> .....	28.251	361.047	385.783	387.748	7.4	0.5	1.1	0.1	0.6
Services less medical care services.....	53.328	325.805	346.527	348.484	7.0	0.6	0.8	0.3	0.7
Durables.....	12.688	120.666	129.856	130.123	7.8	0.2	0.7	0.3	0.5
Nondurables.....	27.177	242.338	275.627	271.395	12.0	-1.5	2.8	-0.8	-1.4
Nondurables less food.....	13.650	211.357	247.498	238.068	12.6	-3.8	4.4	-2.7	-3.6
Nondurables less food and beverages.....	12.785	208.085	245.823	235.747	13.3	-4.1	4.7	-2.9	-3.8
Nondurables less food, beverages, and apparel.....	10.394	266.720	325.961	308.244	15.6	-5.4	5.5	-3.7	-4.8
Nondurables less food and apparel.....	11.258	265.155	319.632	303.708	14.5	-5.0	5.1	-3.6	-4.3
Housing.....	41.919	282.391	302.327	304.506	7.8	0.7	0.8	0.4	0.8
Education and communication <sup>2</sup> .....	5.999	143.011	143.150	143.687	0.5	0.4	0.2	-0.2	0.1
Education <sup>2</sup> .....	2.547	275.373	280.974	283.882	3.1	1.0	0.4	0.1	0.5
Communication <sup>2</sup> .....	3.452	76.061	75.061	74.977	-1.4	-0.1	0.0	-0.4	-0.2
Information and information processing <sup>2</sup> ....	3.370	71.831	70.782	70.703	-1.6	-0.1	0.0	-0.4	-0.2
Information technology, hardware and services <sup>3</sup> .....	1.590	7.423	7.201	7.183	-3.2	-0.2	0.1	-0.9	-0.4
Recreation <sup>2</sup> .....	4.974	126.245	131.087	131.437	4.1	0.3	0.3	0.3	0.2
Video and audio <sup>2</sup> .....	1.416	111.756	113.000	112.544	0.7	-0.4	0.0	-0.6	-0.5
Pets, pet products and services <sup>2</sup> .....	1.067	185.437	202.111	204.246	10.1	1.1	0.7	0.9	1.1
Photography <sup>2</sup> .....	0.051	77.624	81.343	82.424	6.2	1.3	-0.5	1.3	1.0
Food and beverages.....	14.392	278.201	306.278	308.550	10.9	0.7	1.0	1.1	0.8
Domestically produced farm food.....	7.083	268.392	303.324	305.505	13.8	0.7	1.1	1.4	0.7
Other services.....	9.696	377.579	387.616	388.767	3.0	0.3	0.2	0.1	0.2
Apparel less footwear.....	1.798	112.577	115.879	118.305	5.1	2.1	0.5	-0.1	0.5
Fuels and utilities.....	4.927	264.303	305.797	309.739	17.2	1.3	2.5	-0.3	1.5
Household energy.....	3.851	218.980	261.643	265.453	21.2	1.5	3.2	-0.4	1.8
Medical care.....	8.281	525.247	549.562	553.429	5.4	0.7	0.7	0.4	0.7
Transportation.....	19.362	238.333	278.958	270.334	13.4	-3.1	3.8	-2.1	-2.3
Private transportation.....	18.400	237.994	277.502	269.389	13.2	-2.9	4.1	-1.9	-2.2
New and used motor vehicles <sup>2</sup> .....	9.106	119.475	131.074	131.226	9.8	0.1	1.6	0.0	0.4
Utilities and public transportation.....	8.473	229.805	254.496	254.797	10.9	0.1	1.3	-0.5	0.7
Household furnishings and operations.....	4.745	132.076	144.291	145.110	9.9	0.6	0.4	0.6	1.0
Other goods and services.....	2.682	479.048	507.204	510.892	6.6	0.7	0.5	0.4	0.7
Personal care.....	2.171	244.968	258.315	259.954	6.1	0.6	0.4	0.4	0.6

<sup>1</sup> Indexes on a December 1982=100 base.

<sup>2</sup> Indexes on a December 1997=100 base.

<sup>3</sup> Indexes on a December 1988=100 base.



**Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, August 2022**  
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule <sup>1</sup>	Percent change to Aug. 2022 from:			Percent change to Jul. 2022 from:		
		Aug. 2021	Jun. 2022	Jul. 2022	Jul. 2021	May 2022	Jun. 2022
U.S. city average.....	M	8.3	0.0	0.0	8.5	1.4	0.0
<b>Region and area size<sup>2</sup></b>							
Northeast.....	M	7.4	0.1	0.3	7.3	1.0	-0.2
Northeast - Size Class A.....	M	7.0	0.0	0.2	6.9	1.0	-0.2
Northeast - Size Class B/C <sup>3</sup> .....	M	8.0	0.3	0.5	7.7	0.9	-0.1
New England <sup>4</sup> .....	M	7.3	-0.1	0.2	7.3	0.5	-0.3
Middle Atlantic <sup>4</sup> .....	M	7.5	0.2	0.4	7.3	1.2	-0.1
Midwest.....	M	8.1	-0.4	-0.2	8.6	1.4	-0.2
Midwest - Size Class A.....	M	8.4	-0.1	0.0	8.5	1.5	-0.1
Midwest - Size Class B/C <sup>3</sup> .....	M	8.0	-0.6	-0.4	8.6	1.4	-0.3
East North Central <sup>4</sup> .....	M	8.4	-0.6	-0.3	8.8	1.5	-0.3
West North Central <sup>4</sup> .....	M	7.6	-0.1	-0.1	8.1	1.2	0.1
South.....	M	8.9	-0.1	-0.2	9.4	1.5	0.1
South - Size Class A.....	M	9.4	0.1	0.1	9.7	1.2	0.1
South - Size Class B/C <sup>3</sup> .....	M	8.6	-0.2	-0.3	9.1	1.7	0.0
South Atlantic <sup>4</sup> .....	M	9.0	0.1	-0.1	9.5	1.6	0.2
East South Central <sup>4</sup> .....	M	7.5	-0.5	-0.5	8.0	1.6	0.0
West South Central <sup>4</sup> .....	M	9.4	-0.2	-0.1	9.7	1.3	-0.1
West.....	M	8.1	0.2	0.0	8.3	1.4	0.1
West - Size Class A.....	M	8.0	-0.1	-0.1	8.3	1.4	0.0
West - Size Class B/C <sup>3</sup> .....	M	8.3	0.4	0.1	8.3	1.4	0.3
Mountain <sup>4</sup> .....	M	9.6	0.6	0.2	9.6	1.6	0.4
Pacific <sup>4</sup> .....	M	7.6	0.0	-0.1	7.8	1.3	0.0
<b>Size classes</b>							
Size Class A <sup>5</sup> .....	M	8.2	0.0	0.0	8.4	1.3	0.0
Size Class B/C <sup>3</sup> .....	M	8.3	-0.1	-0.1	8.6	1.4	0.0
<b>Selected local areas</b>							
Chicago-Naperville-Elgin, IL-IN-WI.....	M	8.8	-0.1	0.1	8.8	1.5	-0.2
Los Angeles-Long Beach-Anaheim, CA.....	M	7.6	-0.1	0.1	7.7	0.9	-0.2
New York-Newark-Jersey City, NY-NJ-PA.....	M	6.6	-0.1	0.2	6.5	1.1	-0.3
Atlanta-Sandy Springs-Roswell, GA.....	2	11.7	1.3				
Baltimore-Columbia-Towson, MD <sup>6</sup> .....	2	10.2	0.1				
Detroit-Warren-Dearborn, MI.....	2	8.6	-0.5				
Houston-The Woodlands-Sugar Land, TX.....	2	9.5	0.1				
Miami-Fort Lauderdale-West Palm Beach, FL.....	2	10.7	0.4				
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD.....	2	8.1	0.0				
Phoenix-Mesa-Scottsdale, AZ <sup>7</sup> .....	2	13.0	0.8				
San Francisco-Oakland-Hayward, CA.....	2	5.7	-0.5				
Seattle-Tacoma-Bellevue, WA.....	2	9.0	0.0				
St. Louis, MO-IL.....	2	7.5	0.2				
Urban Alaska.....	2	7.6	-4.0				
Boston-Cambridge-Newton, MA-NH.....	1				7.0	0.7	
Dallas-Fort Worth-Arlington, TX.....	1				9.4	1.0	
Denver-Aurora-Lakewood, CO.....	1				8.2	1.7	
Minneapolis-St. Paul-Bloomington, MN-WI.....	1				8.2	1.2	
Riverside-San Bernardino-Ontario, CA <sup>4</sup> .....	1				9.2	1.1	
San Diego-Carlsbad, CA.....	1				7.3	1.2	
Tampa-St. Petersburg-Clearwater, FL <sup>8</sup> .....	1				11.2	1.3	
Urban Hawaii.....	1				6.8	0.6	
Washington-Arlington-Alexandria, DC-VA-MD-WV <sup>6</sup> .....	1				7.5	1.1	

<sup>1</sup> Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month.

1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

<sup>2</sup> Regions defined as the four Census regions.

<sup>3</sup> Indexes on a December 1996=100 base.

<sup>4</sup> Indexes on a December 2017=100 base.

<sup>5</sup> Indexes on a December 1986=100 base.

<sup>6</sup> 1998 - 2017 indexes based on substantially smaller sample.

<sup>7</sup> Indexes on a December 2001=100 base.

<sup>8</sup> Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

**Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, August 2022**  
[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U <sup>1</sup>	CPI-U	C-CPI-U <sup>1</sup>	CPI-U
December 2009.....			2.5	2.7
December 2010.....			1.3	1.5
December 2011.....			2.9	3.0
December 2012.....			1.5	1.7
December 2013.....			1.3	1.5
December 2014.....			0.5	0.8
December 2015.....			0.4	0.7
December 2016.....			1.8	2.1
December 2017.....			1.7	2.1
December 2018.....			1.5	1.9
December 2019.....			1.8	2.3
January 2020.....	0.4	0.4	2.0	2.5
February 2020.....	0.3	0.3	1.8	2.3
March 2020.....	-0.2	-0.2	1.1	1.5
April 2020.....	-0.5	-0.7	0.2	0.3
May 2020.....	-0.1	0.0	-0.1	0.1
June 2020.....	0.6	0.5	0.4	0.6
July 2020.....	0.6	0.5	0.9	1.0
August 2020.....	0.4	0.3	1.3	1.3
September 2020.....	0.1	0.1	1.4	1.4
October 2020.....	0.0	0.0	1.2	1.2
November 2020.....	-0.1	-0.1	1.2	1.2
December 2020.....	0.1	0.1	1.5	1.4
January 2021.....	0.5	0.4	1.6	1.4
February 2021.....	0.5	0.5	1.8	1.7
March 2021.....	0.6	0.7	2.6	2.6
April 2021.....	0.8	0.8	4.0	4.2
May 2021.....	0.7	0.8	4.9	5.0
June 2021.....	0.8	0.9	5.1	5.4
July 2021.....	0.5	0.5	5.0	5.4
August 2021.....	0.1	0.2	4.8	5.3
September 2021.....	0.3	0.3	5.0	5.4
October 2021.....	0.8	0.8	5.9	6.2
November 2021.....	0.5	0.5	6.5	6.8
December 2021.....	0.3	0.3	6.6	7.0
January 2022.....	0.8	0.8	7.0	7.5
February 2022.....	0.9	0.9	7.4	7.9
March 2022.....	1.2	1.3	8.0	8.5
April 2022.....	0.6	0.6	7.8	8.3
May 2022.....	1.0	1.1	8.0	8.6
June 2022.....	1.2	1.4	8.4	9.1
July 2022.....	0.1	0.0	8.0	8.5
August 2022.....	0.1	0.0	8.0	8.3

<sup>1</sup> The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
All items.....	100.000	0.1		0.04	L-Jun.2022	1.3
Food.....	13.527	0.8	0.108	0.09	S-Dec.2021	0.5
Food at home.....	8.414	0.7	0.063	0.13	S-Dec.2021	0.4
Cereals and bakery products.....	1.086	1.2	0.013	0.32	S-Apr.2022	1.1
Cereals and cereal products.....	0.353	0.8	0.003	0.38	S-Dec.2021	0.6
Flour and prepared flour mixes.....	0.058	2.2	0.001	0.89	S-May 2022	1.0
Breakfast cereal <sup>4</sup> .....	0.149	0.0	0.000	0.68	S-Jan.2022	-1.4
Rice, pasta, cornmeal.....	0.146	0.7	0.001	0.53	S-Jun.2022	0.7
Rice <sup>4, 5, 6</sup> .....		0.6		0.62	S-Jun.2022	-1.1
Bakery products <sup>4</sup> .....	0.733	1.3	0.009	0.39	S-Apr.2022	1.0
Bread <sup>4, 5</sup> .....	0.205	2.2	0.004	0.53	S-Jun.2022	1.6
White bread <sup>4, 6</sup> .....		2.6		0.74	L-Apr.2020	3.5
Bread other than white <sup>4, 6</sup> .....		1.7		0.86	S-Jun.2022	1.3
Fresh biscuits, rolls, muffins <sup>5</sup> .....	0.110	1.2	0.001	1.00	S-May 2022	0.2
Cakes, cupcakes, and cookies <sup>4</sup> .....	0.181	0.4	0.001	0.67	S-Nov.2021	0.1
Cookies <sup>4, 6</sup> .....		0.0		0.77	S-Nov.2021	-0.5
Fresh cakes and cupcakes <sup>4, 6</sup> .....		-0.1		1.06	S-Dec.2021	-0.9
Other bakery products.....	0.237	1.3	0.003	0.67	S-Jun.2022	1.2
Fresh sweetrolls, coffeecakes, doughnuts <sup>4, 6</sup> .....		2.0		1.29	L-Feb.2022	4.1
Crackers, bread, and cracker products <sup>6</sup> .....		0.1		1.31	S-Apr.2022	0.0
Frozen and refrigerated bakery products, pies, tarts, turnovers <sup>4, 6</sup> .....		1.4		0.86	L-Jun.2022	2.9
Meats, poultry, fish, and eggs.....	1.900	0.5	0.010	0.25	—	—
Meats, poultry, and fish.....	1.768	0.3	0.006	0.27	L-May 2022	0.9
Meats.....	1.113	0.3	0.004	0.38	L-Apr.2022	0.4
Beef and veal.....	0.511	0.8	0.004	0.55	L-Feb.2022	0.8
Uncooked ground beef <sup>4</sup> .....	0.189	0.5	0.001	0.65	S-Jun.2022	-0.1
Uncooked beef roasts <sup>4, 5</sup> .....	0.075	1.3	0.001	1.40	L-Feb.2022	1.6
Uncooked beef steaks <sup>5</sup> .....	0.197	0.0	0.000	0.93	L-Feb.2022	0.1
Uncooked other beef and veal <sup>4, 5</sup> .....	0.050	0.2	0.000	1.15	S-Jun.2022	-1.9
Pork.....	0.360	0.3	0.001	0.64	L-Apr.2022	0.6
Bacon, breakfast sausage, and related products <sup>5</sup> .....	0.161	0.1	0.000	0.77	S-Jun.2022	-1.7
Bacon and related products <sup>6</sup> .....		-0.5		0.86	S-Jun.2022	-1.9
Breakfast sausage and related products <sup>5, 6</sup> .....		0.7		1.20	S-Jun.2022	-1.0
Ham.....	0.064	1.3	0.001	1.86	L-Feb.2022	3.0
Ham, excluding canned <sup>6</sup> .....		1.6		2.02	L-Feb.2022	2.9
Pork chops <sup>4</sup> .....	0.051	0.4	0.000	1.63	S-Jun.2022	-1.4
Other pork including roasts, steaks, and ribs <sup>5</sup> .....	0.083	-1.9	-0.002	1.53	S-Jan.2022	-2.3
Other meats.....	0.242	-0.6	-0.001	0.60	S-Aug.2021	-1.7
Frankfurters <sup>6</sup> .....		4.9		1.28	L-Apr.2020	5.1
Lunchmeats <sup>4, 5, 6</sup> .....		-0.3		0.59	S-Aug.2021	-0.5
Poultry <sup>4</sup> .....	0.367	0.8	0.003	0.51	S-Jan.2022	0.8
Chicken <sup>4, 5</sup> .....	0.299	0.5	0.002	0.62	S-Jan.2022	-0.3
Fresh whole chicken <sup>4, 6</sup> .....		0.0		0.93	S-Jan.2022	-0.5
Fresh and frozen chicken parts <sup>4, 6</sup> .....		0.8		0.73	S-Jan.2022	-0.2
Other uncooked poultry including turkey <sup>5</sup> .....	0.068	2.2	0.001	0.90	L-May 2022	2.9
Fish and seafood.....	0.287	-0.2	-0.001	0.56	S-Aug.2021	-0.2
Fresh fish and seafood <sup>4, 5</sup> .....	0.147	-0.6	-0.001	0.84	S-Feb.2022	-0.7
Processed fish and seafood <sup>5</sup> .....	0.141	0.0	0.000	0.71	L-Jun.2022	1.6
Shelf stable fish and seafood <sup>6</sup> .....		2.4		0.91	L-Mar.2022	3.0
Frozen fish and seafood <sup>6</sup> .....		-0.6		0.96	—	—

See footnotes at end of table.

**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Eggs <sup>4</sup> .....	0.132	2.9	0.004	0.73	S-Jun.2022	0.3
Dairy and related products.....	0.798	0.3	0.003	0.32	S-Nov.2021	0.3
Milk <sup>5</sup> .....	0.205	0.2	0.001	0.43	L-Jun.2022	0.8
Fresh whole milk <sup>6</sup> .....		0.7		0.56	L-May 2022	3.9
Fresh milk other than whole <sup>5, 6</sup> .....		0.2		0.65	S-Oct.2021	0.2
Cheese and related products <sup>4</sup> .....	0.260	0.8	0.002	0.59	S-Dec.2021	0.2
Ice cream and related products.....	0.115	1.2	0.001	0.94	L-Jun.2022	4.0
Other dairy and related products <sup>4, 5</sup> .....	0.218	0.0	0.000	0.57	S-Nov.2021	-0.2
Fruits and vegetables.....	1.407	0.5	0.007	0.33	—	—
Fresh fruits and vegetables.....	1.069	0.1	0.002	0.40	—	—
Fresh fruits.....	0.574	-0.7	-0.004	0.62	S-Oct.2021	-0.8
Apples.....	0.077	-2.3	-0.002	1.09	S-Jun.2020	-2.3
Bananas <sup>4</sup> .....	0.079	-0.2	0.000	0.71	S-Apr.2022	-0.6
Citrus fruits <sup>5</sup> .....	0.166	-1.6	-0.003	1.06	L-May 2022	-1.5
Oranges, including tangerines <sup>6</sup> .....		1.5		1.43	L-Mar.2022	3.0
Other fresh fruits <sup>5</sup> .....	0.252	0.3	0.001	1.07	S-Apr.2022	-1.4
Fresh vegetables.....	0.495	1.2	0.006	0.51	L-Mar.2022	2.6
Potatoes.....	0.083	2.5	0.002	0.77	S-Jun.2022	1.5
Lettuce <sup>4</sup> .....	0.057	0.8	0.000	0.92	L-Mar.2022	3.0
Tomatoes.....	0.075	2.3	0.002	1.09	L-May 2022	2.9
Other fresh vegetables.....	0.278	-0.3	-0.001	0.71	S-Feb.2021	-0.5
Processed fruits and vegetables <sup>5</sup> .....	0.338	1.7	0.006	0.41	L-Mar.2022	2.4
Canned fruits and vegetables <sup>5</sup> .....	0.174	1.8	0.003	0.61	L-May 2022	1.9
Canned fruits <sup>5, 6</sup> .....		3.4		0.69	L-May 2022	3.7
Canned vegetables <sup>5, 6</sup> .....		1.3		0.72	S-May 2022	1.0
Frozen fruits and vegetables <sup>5</sup> .....	0.099	1.4	0.001	0.88	L-May 2022	1.5
Frozen vegetables <sup>6</sup> .....		1.7		1.04	L-May 2022	1.8
Other processed fruits and vegetables including dried <sup>5</sup> .....	0.065	0.8	0.001	0.94	S-May 2022	0.1
Dried beans, peas, and lentils <sup>4, 5, 6</sup> .....		0.2		0.90	S-Jun.2022	-1.0
Nonalcoholic beverages and beverage materials.....	0.964	0.5	0.005	0.40	S-Jan.2022	0.0
Juices and nonalcoholic drinks <sup>5</sup> .....	0.675	1.1	0.007	0.49	S-Jun.2022	0.6
Carbonated drinks.....	0.281	1.0	0.003	0.85	S-Jun.2022	-0.4
Frozen noncarbonated juices and drinks <sup>4, 5</sup> .....	0.007	-3.1	0.000	0.66	S-Sep.2017	-3.8
Nonfrozen noncarbonated juices and drinks <sup>5</sup> .....	0.387	1.1	0.004	0.59	S-May 2022	1.0
Beverage materials including coffee and tea <sup>5</sup> .....	0.289	-0.8	-0.002	0.61	S-Dec.2019	-1.1
Coffee.....	0.188	-1.0	-0.002	0.79	S-Nov.2020	-1.8
Roasted coffee <sup>6</sup> .....		-0.7		0.90	S-Nov.2020	-1.3
Instant coffee <sup>4, 6</sup> .....		-0.6		1.86	S-Jul.2021	-2.5
Other beverage materials including tea <sup>4, 5</sup> .....	0.101	0.2	0.000	1.01	S-May 2022	0.1
Other food at home.....	2.259	1.1	0.025	0.25	S-Apr.2022	0.7
Sugar and sweets <sup>4</sup> .....	0.281	1.5	0.004	0.68	S-Jun.2022	1.1
Sugar and sugar substitutes.....	0.042	2.4	0.001	0.59	L-Oct.2021	3.0
Candy and chewing gum <sup>4, 5</sup> .....	0.176	1.9	0.003	0.97	S-Jun.2022	0.7
Other sweets <sup>5</sup> .....	0.063	0.5	0.000	0.82	S-Jan.2022	0.4
Fats and oils.....	0.254	1.9	0.005	0.59	S-Apr.2022	1.2
Butter and margarine <sup>5</sup> .....	0.080	2.7	0.002	1.06	L-Jun.2022	5.0
Butter <sup>6</sup> .....		1.9		1.49	L-Jun.2022	4.8
Margarine <sup>4, 6</sup> .....		7.3		1.54	L-EVER	—
Salad dressing <sup>5</sup> .....	0.057	-0.4	0.000	0.96	S-Sep.2021	-0.6
Other fats and oils including peanut butter <sup>5</sup> .....	0.116	2.6	0.003	0.95	S-Jun.2022	1.1
Peanut butter <sup>4, 5, 6</sup> .....		-1.0		0.58	S-Jun.2022	-2.0
Other foods.....	1.724	0.9	0.016	0.29	S-Apr.2022	0.8

See footnotes at end of table.

**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Soups.....	0.106	0.7	0.001	1.00	S-May 2022	0.4
Frozen and freeze dried prepared foods.....	0.280	1.5	0.004	0.55	—	—
Snacks <sup>4</sup> .....	0.372	0.8	0.003	0.58	S-Apr.2022	0.7
Spices, seasonings, condiments, sauces.....	0.329	0.8	0.003	0.48	S-Apr.2022	0.4
Salt and other seasonings and spices <sup>5, 6</sup> .....		0.8		0.73	S-Jun.2022	0.0
Olives, pickles, relishes <sup>4, 5, 6</sup> .....		4.0		0.86	L-Jan.2020	4.0
Sauces and gravies <sup>5, 6</sup> .....		0.9		1.02	S-Dec.2021	0.1
Other condiments <sup>6</sup> .....		1.7		0.71	L-Jun.2022	2.1
Baby food <sup>4, 5</sup> .....	0.044	-2.0	-0.001	0.61	S-EVER	—
Other miscellaneous foods <sup>5</sup> .....	0.592	1.7	0.010	0.60	L-Jun.2022	2.1
Prepared salads <sup>7, 6</sup> .....		1.6		1.61	L-Jun.2022	3.2
Food away from home <sup>4</sup> .....	5.113	0.9	0.044	0.11	L-Jun.2022	0.9
Full service meals and snacks <sup>4, 5</sup> .....	2.385	0.8	0.018	0.14	L-Jun.2022	0.8
Limited service meals and snacks <sup>4, 5</sup> .....	2.479	0.7	0.018	0.15	S-Jun.2022	0.7
Food at employee sites and schools <sup>4, 5</sup> .....	0.042	19.3	0.008	2.22	L-Jun.2022	24.2
Food at elementary and secondary schools <sup>4, 8, 6</sup> .....						
Food from vending machines and mobile vendors <sup>4, 5</sup> .....	0.037	0.1	0.000	0.46	—	—
Other food away from home <sup>4, 5</sup> .....	0.171	0.1	0.000	0.12	S-Apr.2022	0.1
Energy.....	8.782	-5.0	-0.431	0.14	S-Apr.2020	-10.3
Energy commodities.....	5.170	-10.1	-0.504	0.13	S-Apr.2020	-20.0
Fuel oil and other fuels.....	0.239	-2.4	-0.006	0.65	L-Jun.2022	-0.7
Fuel oil <sup>4</sup> .....	0.165	-5.9	-0.010	0.67	L-Jun.2022	-1.2
Propane, kerosene, and firewood <sup>9</sup> .....	0.074	-0.9	-0.001	0.83	L-Jun.2022	1.1
Motor fuel.....	4.931	-10.5	-0.498	0.13	S-Apr.2020	-20.5
Gasoline (all types).....	4.824	-10.6	-0.492	0.13	S-Apr.2020	-20.8
Gasoline, unleaded regular <sup>6</sup> .....		-10.8		0.39	S-Apr.2020	-21.5
Gasoline, unleaded midgrade <sup>10, 6</sup> .....		-10.0		0.36	S-Apr.2020	-16.8
Gasoline, unleaded premium <sup>6</sup> .....		-8.8		0.36	S-Apr.2020	-16.0
Other motor fuels <sup>4, 5</sup> .....	0.107	-8.4	-0.009	0.26	S-Jan.2016	-8.5
Energy services.....	3.612	2.1	0.074	0.21	L-Jun.2022	3.5
Electricity.....	2.658	1.5	0.039	0.21	S-May 2022	1.3
Utility (piped) gas service.....	0.954	3.5	0.034	0.37	L-Jun.2022	8.2
All items less food and energy.....	77.691	0.6	0.442	0.04	L-Jun.2022	0.7
Commodities less food and energy commodities.....	21.168	0.5	0.097	0.10	L-Jun.2022	0.8
Household furnishings and supplies <sup>11</sup> .....	3.920	1.1	0.041	0.24	L-Jan.2022	1.6
Window and floor coverings and other linens <sup>4, 5</sup> .....	0.287	2.3	0.007	1.08	L-Sep.2021	3.9
Floor coverings <sup>4, 5</sup> .....	0.067	3.6	0.002	1.03	L-Feb.2022	4.8
Window coverings <sup>4, 5</sup> .....	0.058	3.7	0.002	1.42	S-Jun.2022	-3.9
Other linens <sup>4, 5</sup> .....	0.163	1.2	0.002	1.57	L-Jun.2022	1.6
Furniture and bedding <sup>4</sup> .....	0.973	0.5	0.005	0.47	S-May 2022	-0.2
Bedroom furniture <sup>4</sup> .....	0.316	-0.2	-0.001	0.72	S-May 2022	-1.6
Living room, kitchen, and dining room furniture <sup>4, 5</sup> .....	0.483	1.1	0.005	0.79	S-May 2022	0.7
Other furniture <sup>5</sup> .....	0.165	0.8	0.001	0.83	L-Apr.2022	2.0
Appliances <sup>5</sup> .....	0.247	-1.2	-0.003	0.62	S-Sep.2020	-1.7
Major appliances <sup>5</sup> .....	0.081	-1.5	-0.001	0.80	L-Jun.2022	0.0
Laundry equipment <sup>4, 6</sup> .....		6.9		1.08	L-Jul.2020	8.7
Other appliances <sup>4, 5</sup> .....	0.163	-0.6	-0.001	0.85	L-Jun.2022	0.8
Other household equipment and furnishings <sup>5</sup> .....	0.550	0.8	0.004	0.54	L-Jun.2022	1.2
Clocks, lamps, and decorator items <sup>4</sup> .....	0.329	0.3	0.001	0.66	L-Jun.2022	0.5
Indoor plants and flowers <sup>12</sup> .....	0.097	1.4	0.001	0.89	L-Nov.2021	1.4
Dishes and flatware <sup>4, 5</sup> .....	0.050	1.1	0.001	1.90	L-Mar.2022	3.1
Nonelectric cookware and tableware <sup>4, 5</sup> .....	0.075	-0.3	0.000	1.17	L-Jun.2022	1.2

See footnotes at end of table.

**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Tools, hardware, outdoor equipment and supplies <sup>5</sup> ...	0.919	1.4	0.013	0.34	L-Jan.2022	2.2
Tools, hardware and supplies <sup>4, 5</sup> .....	0.240	1.6	0.004	0.57	L-Jan.2022	2.4
Outdoor equipment and supplies <sup>5</sup> .....	0.458	1.2	0.005	0.43	L-Jan.2022	2.1
Housekeeping supplies <sup>4</sup> .....	0.943	0.4	0.004	0.34	S-Nov.2021	0.2
Household cleaning products <sup>4, 5</sup> .....	0.342	0.4	0.001	0.54	S-May 2022	0.3
Household paper products <sup>4, 5</sup> .....	0.220	0.6	0.001	0.45	S-May 2022	-0.1
Miscellaneous household products <sup>4, 5</sup> .....	0.382	0.4	0.001	0.57	S-Mar.2022	-0.3
Apparel.....	2.391	0.2	0.005	0.37	L-Jun.2022	0.8
Men's and boys' apparel.....	0.604	0.0	0.000	0.69	L-Jun.2022	1.0
Men's apparel.....	0.465	-0.1	-0.001	0.83	L-Jun.2022	0.3
Men's suits, sport coats, and outerwear.....	0.077	-2.3	-0.002	2.00	S-Oct.2020	-4.9
Men's underwear, nightwear, swimwear, and accessories <sup>4</sup> .....	0.155	0.7	0.001	1.01	L-Jun.2022	0.8
Men's shirts and sweaters <sup>5</sup> .....	0.110	1.3	0.001	1.26	L-May 2022	1.8
Men's pants and shorts.....	0.117	3.0	0.004	1.42	L-Mar.2022	3.6
Boys' apparel.....	0.139	0.5	0.001	1.14	L-Jun.2022	1.4
Women's and girls' apparel.....	0.921	0.8	0.008	0.62	S-Jun.2022	0.0
Women's apparel.....	0.775	0.5	0.004	0.69	S-Jun.2022	-0.1
Women's outerwear.....	0.057	-0.6	0.000	1.73	L-Jun.2022	0.6
Women's dresses.....	0.083	-4.6	-0.004	1.69	S-May 2020	-9.0
Women's suits and separates <sup>5</sup> .....	0.374	1.2	0.005	1.10	S-Jun.2022	0.4
Women's underwear, nightwear, swimwear, and accessories <sup>5</sup> .....	0.255	2.1	0.005	0.96	L-Feb.2022	3.8
Girls' apparel.....	0.146	2.6	0.004	1.39	L-Jan.2022	3.6
Footwear.....	0.594	-0.5	-0.003	0.51	S-Apr.2022	-1.3
Men's footwear <sup>4</sup> .....	0.199	0.2	0.000	0.74	L-Jun.2022	1.7
Boys' and girls' footwear.....	0.115	-0.1	0.000	1.15	L-Jun.2022	1.2
Women's footwear.....	0.280	-0.6	-0.002	0.73	S-Sep.2021	-0.6
Infants' and toddlers' apparel.....	0.112	0.6	0.001	1.54	L-Jun.2022	1.3
Jewelry and watches <sup>9</sup> .....	0.160	0.0	0.000	1.23	L-Jun.2022	1.4
Watches <sup>4, 9</sup> .....	0.030	-0.1	0.000	1.52	S-May 2022	-0.7
Jewelry <sup>9</sup> .....	0.130	0.1	0.000	1.50	L-Jun.2022	1.5
Transportation commodities less motor fuel <sup>11</sup> .....	8.559	0.4	0.034	0.13	L-Jun.2022	1.1
New vehicles.....	4.024	0.8	0.034	0.24	L-May 2022	1.0
New cars <sup>6</sup> .....		0.7		0.36	S-Jun.2022	0.5
New trucks <sup>13, 6</sup> .....		0.9		0.34	L-May 2022	1.0
Used cars and trucks.....	4.021	-0.1	-0.004	0.02	L-Jun.2022	1.6
Motor vehicle parts and equipment <sup>4</sup> .....	0.425	1.1	0.005	0.42	L-May 2022	1.5
Tires <sup>4</sup> .....	0.269	1.2	0.003	0.54	L-Feb.2022	1.5
Vehicle accessories other than tires <sup>4, 5</sup> .....	0.156	0.9	0.001	0.55	L-May 2022	2.3
Vehicle parts and equipment other than tires <sup>4, 6</sup> ...		0.9		0.66	L-May 2022	2.6
Motor oil, coolant, and fluids <sup>4, 6</sup> .....		0.3		0.76	S-Mar.2022	-1.2
Medical care commodities <sup>4</sup> .....	1.474	0.2	0.004	0.20	S-Apr.2022	0.1
Medicinal drugs <sup>4, 11</sup> .....	1.373	0.2	0.003	0.21	S-May 2022	0.1
Prescription drugs <sup>4</sup> .....	0.999	0.4	0.004	0.17	L-Jan.2022	1.3
Nonprescription drugs <sup>4, 11</sup> .....	0.374	-0.1	0.000	0.51	S-Jan.2022	-0.3
Medical equipment and supplies <sup>4, 11</sup> .....	0.101	0.3	0.000	0.49	S-Apr.2022	0.3
Recreation commodities <sup>11</sup> .....	1.865	0.6	0.012	0.24	L-Feb.2022	0.9
Video and audio products <sup>11</sup> .....	0.279	-1.6	-0.005	0.43	S-Mar.2022	-1.8
Televisions.....	0.126	-3.0	-0.004	0.58	S-May 2022	-3.0
Other video equipment <sup>5</sup> .....	0.024	1.6	0.000	1.14	L-Dec.2020	2.4
Audio equipment <sup>4</sup> .....	0.072	-1.3	-0.001	1.11	L-Jun.2022	3.2
Recorded music and music subscriptions <sup>4, 5</sup> .....	0.051	-0.5	0.000	0.38	S-May 2022	-0.7

See footnotes at end of table.



**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Pets and pet products <sup>4</sup> .....	0.554	1.6	0.009	0.36	L-Mar.2022	1.7
Pet food <sup>4, 5, 6</sup> .....		1.7		0.36	L-Mar.2022	2.3
Purchase of pets, pet supplies, accessories <sup>4, 5, 6</sup> .....		1.5		0.75	L-Feb.2022	2.3
Sporting goods <sup>4</sup> .....	0.544	0.9	0.005	0.50	L-Apr.2022	0.9
Sports vehicles including bicycles <sup>4</sup> .....	0.312	1.0	0.003	0.74	L-Jan.2022	2.9
Sports equipment <sup>4</sup> .....	0.222	0.7	0.002	0.48	L-Apr.2022	1.2
Photographic equipment and supplies.....	0.021	0.4	0.000	0.79	S-Jun.2022	-0.6
Photographic equipment <sup>5, 6</sup> .....		0.1		0.75	S-Jun.2022	-0.2
Recreational reading materials <sup>4</sup> .....	0.096	2.1	0.002	0.63	L-Jun.2022	3.1
Newspapers and magazines <sup>4, 5</sup> .....	0.057	2.7	0.002	0.82	L-Jun.2022	4.2
Recreational books <sup>4, 5</sup> .....	0.039	1.2	0.000	0.85	L-Jun.2022	1.6
Other recreational goods <sup>5</sup> .....	0.371	0.1	0.000	0.56	S-Jun.2022	0.1
Toys.....	0.286	0.1	0.000	0.67	S-Jun.2022	0.1
Toys, games, hobbies and playground equipment <sup>1, 6</sup> .....		0.8		0.90	S-Jun.2022	0.1
Sewing machines, fabric and supplies <sup>4, 5</sup> .....	0.028	-0.7	0.000	1.60	S-Jan.2022	-0.8
Music instruments and accessories <sup>4, 5</sup> .....	0.041	0.5	0.000	0.93	L-Mar.2022	0.8
Education and communication commodities <sup>11</sup> .....	0.760	-0.7	-0.006	0.55	L-Jun.2022	0.3
Educational books and supplies <sup>4</sup> .....	0.086	0.3	0.000	0.85	L-May 2022	2.2
College textbooks <sup>4, 14, 6</sup> .....		-0.1		0.73	S-Feb.2022	-0.4
Information technology commodities <sup>11</sup> .....	0.674	-0.9	-0.006	0.70	—	—
Computers, peripherals, and smart home assistants <sup>1, 7</sup> .....	0.333	-0.6	-0.002	0.83	L-Jun.2022	1.3
Computer software and accessories <sup>4, 5</sup> .....	0.019	1.8	0.000	1.40	L-Jun.2022	2.3
Telephone hardware, calculators, and other consumer information items <sup>5</sup> .....	0.321	-1.3	-0.004	0.85	S-May 2022	-3.2
Smartphones <sup>4, 6, 15</sup> .....		-0.7		1.16	S-May 2022	-5.0
Alcoholic beverages.....	0.865	0.4	0.003	0.20	S-Jun.2022	0.4
Alcoholic beverages at home.....	0.576	0.5	0.003	0.25	L-Jun.2022	0.6
Beer, ale, and other malt beverages at home.....	0.220	0.5	0.001	0.38	—	—
Distilled spirits at home <sup>4</sup> .....	0.105	0.1	0.000	0.34	S-Jun.2022	0.1
Whiskey at home <sup>4, 6</sup> .....		0.3		0.42	S-Jun.2022	-0.1
Distilled spirits, excluding whiskey, at home <sup>4, 6</sup> .....		0.0		0.52	S-Mar.2022	-0.6
Wine at home <sup>4</sup> .....	0.252	0.9	0.002	0.39	L-Jan.2022	1.1
Alcoholic beverages away from home <sup>4</sup> .....	0.289	0.4	0.001	0.24	L-May 2022	0.8
Beer, ale, and other malt beverages away from home <sup>1, 5, 6</sup> .....		0.3		0.29	S-Jun.2022	0.2
Wine away from home <sup>4, 5, 6</sup> .....		0.8		0.29	L-May 2022	1.4
Distilled spirits away from home <sup>4, 5, 6</sup> .....		0.2		0.31	L-May 2022	0.2
Other goods <sup>11</sup> .....	1.333	1.2	0.015	0.21	L-Oct.2021	1.2
Tobacco and smoking products <sup>4</sup> .....	0.511	1.1	0.006	0.20	L-Oct.2021	1.9
Cigarettes <sup>4, 5</sup> .....	0.441	1.1	0.005	0.22	L-Oct.2021	2.1
Tobacco products other than cigarettes <sup>4, 5</sup> .....	0.065	1.2	0.001	0.33	L-Mar.2022	1.6
Personal care products <sup>4</sup> .....	0.640	1.5	0.010	0.26	L-Dec.2006	1.9
Hair, dental, shaving, and miscellaneous personal care products <sup>4, 5</sup> .....	0.332	0.8	0.003	0.33	S-May 2022	0.2
Cosmetics, perfume, bath, nail preparations and implements <sup>4</sup> .....	0.299	2.3	0.007	0.37	L-Dec.2006	2.8
Miscellaneous personal goods <sup>4, 5</sup> .....	0.182	0.0	0.000	0.88	L-May 2022	2.4
Stationery, stationery supplies, gift wrap <sup>6</sup> .....		-0.5		0.71	L-May 2022	1.0
Services less energy services.....	56.523	0.6	0.328	0.05	L-Jun.2022	0.7
Shelter.....	32.247	0.7	0.223	0.06	L-Jan.1991	0.7
Rent of shelter <sup>16</sup> .....	31.884	0.7	0.227	0.06	L-Jan.1991	0.7
Rent of primary residence.....	7.246	0.7	0.054	0.05	—	—

See footnotes at end of table.



**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Lodging away from home <sup>5</sup> .....	0.984	0.1	0.001	1.65	L-May 2022	0.9
Housing at school, excluding board <sup>16</sup> .....	0.122	0.6	0.001	0.05	S-Jun.2022	0.2
Other lodging away from home including hotels and motels.....	0.862	0.0	0.000	1.90	L-May 2022	1.0
Owners' equivalent rent of residences <sup>16</sup> .....	23.654	0.7	0.169	0.05	L-Jun.2022	0.7
Owners' equivalent rent of primary residence <sup>16</sup> ..	22.426	0.7	0.160	0.05	L-Jun.2022	0.7
Tenants' and household insurance <sup>4, 5</sup> .....	0.363	-0.1	0.000	0.12	S-May 2022	-0.1
Water and sewer and trash collection services <sup>5</sup> .....	1.076	0.6	0.007	0.10	L-Jan.2022	0.9
Water and sewerage maintenance.....	0.775	0.8	0.006	0.10	L-Jan.2022	1.3
Garbage and trash collection <sup>4, 13</sup> .....	0.301	0.1	0.000	0.26	—	—
Household operations <sup>4, 5</sup> .....	0.825		0.001	0.25	—	—
Domestic services <sup>4, 5</sup> .....	0.242		-0.001	0.38	—	—
Gardening and lawncare services <sup>4, 5</sup> .....						
Moving, storage, freight expense <sup>4, 5</sup> .....	0.104	0.0	0.000	1.45	S-Mar.2022	-0.4
Repair of household items <sup>4, 5</sup> .....						
Medical care services.....	6.807	0.8	0.053	0.13	L-Oct.2019	0.8
Professional services.....	3.431	0.6	0.022	0.20	L-Jun.2022	0.7
Physicians' services <sup>4</sup> .....	1.802	0.2	0.004	0.27	S-Jun.2022	0.1
Dental services.....	0.899	1.7	0.015	0.19	L-Jun.2022	1.9
Eyeglasses and eye care <sup>4, 9</sup> .....	0.351	0.0	0.000	0.37	L-Jun.2022	0.7
Services by other medical professionals <sup>4, 9</sup> .....	0.379	0.1	0.000	0.10	L-Jun.2022	0.1
Hospital and related services.....	2.496	0.6	0.015	0.12	L-Aug.2021	0.6
Hospital services <sup>17</sup> .....	2.129	0.7	0.014	0.13	L-Oct.2019	1.2
Inpatient hospital services <sup>17, 6</sup> .....						
Outpatient hospital services <sup>9, 6</sup> .....		0.5		0.34	L-May 2022	0.6
Nursing homes and adult day services <sup>17</sup> .....	0.205	0.2	0.000	0.16	S-May 2022	0.0
Care of invalids and elderly at home <sup>4, 8</sup> .....	0.162	0.0	0.000	0.24	S-May 2022	0.0
Health insurance <sup>4, 8</sup> .....	0.880	2.4	0.021	0.15	L-Jan.2022	2.7
Transportation services.....	5.872	0.5	0.030	0.19	L-Jun.2022	2.1
Leased cars and trucks <sup>4, 14</sup> .....						
Car and truck rental <sup>5</sup> .....	0.155	-0.5	-0.001	1.79	L-May 2022	1.7
Motor vehicle maintenance and repair <sup>4</sup> .....	1.034	1.7	0.018	0.21	L-Jun.2022	2.0
Motor vehicle body work <sup>4</sup> .....	0.052	-1.2	-0.001	0.26	S-Feb.1990	-1.6
Motor vehicle maintenance and servicing <sup>4</sup> .....	0.566	0.8	0.005	0.25	L-Jun.2022	2.0
Motor vehicle repair <sup>4, 5</sup> .....	0.372	3.5	0.013	0.31	L-Feb.2022	4.3
Motor vehicle insurance.....	2.407	1.3	0.031	0.19	—	—
Motor vehicle fees <sup>4, 5</sup> .....	0.497	0.5	0.003	0.23	S-Jun.2022	0.5
State motor vehicle registration and license fees <sup>4, 5</sup> .....	0.288	0.8	0.002	0.02	S-Jun.2022	0.0
Parking and other fees <sup>4, 5</sup> .....	0.194	0.2	0.000	0.45	L-Jun.2022	1.1
Parking fees and tolls <sup>5, 6</sup> .....		1.1		0.53	L-Jun.2022	1.5
Public transportation.....	0.962	-3.2	-0.030	0.65	L-Jun.2022	-0.4
Airline fares.....	0.673	-4.6	-0.031	0.97	L-Jun.2022	-1.8
Other intercity transportation.....	0.091	0.2	0.000	0.62	L-Jun.2022	0.4
Ship fare <sup>4, 5, 6</sup> .....		0.4		0.82	L-Feb.2022	2.0
Intracity transportation <sup>4</sup> .....	0.195	-0.8	-0.001	0.92	S-Sep.2021	-1.9
Intracity mass transit <sup>4, 11, 6</sup> .....		0.1		0.26	L-Nov.2021	1.0
Recreation services <sup>11</sup> .....	3.108	0.0	-0.001	0.21	S-Dec.2021	0.0
Video and audio services <sup>11</sup> .....	1.137	-0.3	-0.003	0.17	L-Jun.2022	0.1
Cable and satellite television service <sup>13</sup> .....	1.043	-0.4	-0.004	0.13	L-Jun.2022	0.0
Video djses and other media, including rental of video <sup>4, 5</sup> .....	0.094	1.2	0.001	1.04	S-Jun.2022	1.0
Video discs and other media <sup>4, 5, 6</sup> .....		2.7		1.84	S-Jun.2022	0.3

See footnotes at end of table.

**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Rental of video discs and other media <sup>4, 5, 6</sup> .....		0.1		0.22	L-May 2022	1.0
Pet services including veterinary <sup>5</sup> .....	0.513	0.6	0.003	0.32	S-Jun.2022	0.3
Pet services <sup>4, 5, 6</sup> .....		0.1		0.39	S-Jun.2022	-0.7
Veterinarian services <sup>5, 6</sup> .....		0.9		0.60	L-Mar.2022	3.4
Photographers and photo processing <sup>4, 5</sup> .....	0.029	1.4	0.000	0.45	L-Apr.2022	1.8
Other recreation services <sup>5</sup> .....	1.429	-0.1	-0.001	0.41	S-Apr.2022	-0.3
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees <sup>4, 5</sup> .....	0.624	0.4	0.002	0.28	—	—
Admissions <sup>4</sup> .....	0.454	-1.4	-0.006	0.87	S-Apr.2022	-1.4
Admission to movies, theaters, and concerts <sup>4, 5, 6</sup> .....		-0.6		0.61	S-Aug.2021	-0.6
Admission to sporting events <sup>4, 5, 6</sup> .....		-2.8		4.15	S-Apr.2022	-8.2
Fees for lessons or instructions <sup>4, 9</sup> .....	0.165	1.8	0.003	0.43	L-Jun.2021	2.8
Education and communication services <sup>11</sup> .....	5.239	0.2	0.012	0.06	L-Jun.2022	0.2
Tuition, other school fees, and childcare.....	2.461	0.5	0.012	0.08	L-Aug.2018	0.7
College tuition and fees.....	1.410	0.5	0.008	0.09	L-Oct.2018	0.6
Elementary and high school tuition and fees.....	0.313	-0.2	-0.001	0.05	S-Sep.2021	-0.3
Day care and preschool <sup>12</sup> .....	0.612	0.6	0.004	0.09	L-Jun.2022	0.7
Technical and business school tuition and fees <sup>4, 5</sup> .....	0.038	0.9	0.000	0.11	L-Jul.2021	0.9
Postage and delivery services <sup>5</sup> .....	0.081	0.2	0.000	0.06	S-Feb.2022	-1.4
Postage.....	0.073	0.4	0.000	0.01	—	—
Delivery services <sup>5</sup> .....	0.009	-0.7	0.000	0.30	S-Jun.2022	-0.7
Telephone services <sup>4, 5</sup> .....	1.780	0.0	0.000	0.07	—	—
Wireless telephone services <sup>4, 5</sup> .....	1.480	0.0	-0.001	0.04	—	—
Residential telephone services <sup>4, 11</sup> .....	0.300	0.3	0.001	0.27	L-Apr.2022	0.7
Internet services and electronic information providers <sup>4, 5</sup> .....	0.908	-0.1	-0.001	0.20	L-Jun.2022	-0.1
Other personal services <sup>4, 11</sup> .....	1.349	0.3	0.004	0.19	S-May 2022	0.1
Personal care services <sup>4</sup> .....	0.531	0.7	0.004	0.28	L-Feb.2022	1.1
Haircuts and other personal care services <sup>4, 5</sup> .....	0.531	0.7	0.004	0.28	L-Feb.2022	1.1
Miscellaneous personal services <sup>4</sup> .....	0.817	0.1	0.001	0.18	S-May 2022	-0.1
Legal services <sup>4, 9</sup> .....	0.232	-0.1	0.000	0.09	S-Jan.2022	-0.2
Funeral expenses <sup>4, 9</sup> .....	0.144	-0.5	-0.001	0.13	S-Dec.2015	-0.5
Laundry and dry cleaning services <sup>4, 5</sup> .....	0.152	0.0	0.000	0.39	S-Mar.2021	-0.1
Apparel services other than laundry and dry cleaning <sup>4, 5</sup> .....	0.018	-1.0	0.000	0.45	S-May 2022	-2.6
Financial services <sup>4, 9</sup> .....	0.189	0.9	0.002	0.50	L-Mar.2022	2.0
Checking account and other bank services <sup>4, 5, 6</sup> .....		0.4		0.30	L-Apr.2022	2.1
Tax return preparation and other accounting fees <sup>4, 5, 6</sup> .....		1.9		0.51	L-Feb.2022	3.0
<b>Special aggregate indexes</b>						
All items less food.....	86.473	0.0	0.011	0.04	L-Jun.2022	1.4
All items less shelter.....	67.753	-0.2	-0.105	0.05	L-Jun.2022	1.7
All items less food and shelter.....	54.226	-0.4	-0.212	0.05	L-Jun.2022	1.8
All items less food, shelter, and energy.....	45.444	0.5	0.219	0.06	L-Jun.2022	0.8
All items less food, shelter, energy, and used cars and trucks.....	41.422	0.5	0.223	0.06	L-Jun.2022	0.7
All items less medical care.....	91.719	0.1	0.062	0.04	L-Jun.2022	1.4
All items less energy.....	91.218	0.6	0.549	0.04	L-Jun.2022	0.7
Commodities.....	39.865	-0.8	-0.300	0.07	S-Apr.2020	-1.6

See footnotes at end of table.

**Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 1-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	One Month				
		Seasonally adjusted percent change Jul. 2022- Aug. 2022	Seasonally adjusted effect on All Items Jul. 2022- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) seasonally adjusted change since: <sup>3</sup>	
					Date	Percent change
Commodities less food, energy, and used cars and trucks.....	17.146	0.6	0.101	0.12	L-Jun.2022	0.6
Commodities less food.....	26.338	-1.6	-0.407	0.09	S-Apr.2020	-3.3
Commodities less food and beverages.....	25.473	-1.6	-0.410	0.09	S-Apr.2020	-3.5
Services.....	60.135	0.7	0.402	0.05	L-Jun.2022	0.9
Services less rent of shelter <sup>16</sup> .....	28.251	0.6	0.177	0.06	L-Jun.2022	1.1
Services less medical care services.....	53.328	0.7	0.371	0.05	L-Jun.2022	0.8
Durables.....	12.688	0.5	0.061	0.14	L-Jun.2022	0.7
Nondurables.....	27.177	-1.4	-0.381	0.07	S-Apr.2020	-2.1
Nondurables less food.....	13.650	-3.6	-0.485	0.12	S-Apr.2020	-6.0
Nondurables less food and beverages.....	12.785	-3.8	-0.488	0.13	S-Apr.2020	-6.6
Nondurables less food, beverages, and apparel.....	10.394	-4.8	-0.491	0.11	S-Apr.2020	-7.4
Nondurables less food and apparel.....	11.258	-4.3	-0.476	0.10	S-Apr.2020	-6.7
Housing.....	41.919	0.8	0.344	0.06	L-Jun.2022	0.8
Education and communication <sup>5</sup> .....	5.999	0.1	0.007	0.07	L-Jun.2022	0.2
Education <sup>5</sup> .....	2.547	0.5	0.013	0.08	L-Aug.2018	0.6
Communication <sup>5</sup> .....	3.452	-0.2	-0.006	0.10	L-Jun.2022	0.0
Information and information processing <sup>5</sup> .....	3.370	-0.2	-0.006	0.11	L-Jun.2022	0.0
Information technology, hardware and services <sup>18</sup> .....	1.590	-0.4	-0.007	0.25	L-Jun.2022	0.1
Recreation <sup>5</sup> .....	4.974	0.2	0.011	0.17	S-Mar.2022	0.2
Video and audio <sup>5</sup> .....	1.416	-0.5	-0.008	0.17	L-Jun.2022	0.0
Pets, pet products and services <sup>5</sup> .....	1.067	1.1	0.012	0.29	L-Mar.2022	2.1
Photography <sup>5</sup> .....	0.051	1.0	0.001	0.42	S-Jun.2022	-0.5
Food and beverages.....	14.392	0.8	0.111	0.08	S-Apr.2022	0.8
Domestically produced farm food <sup>4</sup> .....	7.083	0.7	0.051	0.14	S-Dec.2021	0.4
Other services.....	9.696	0.2	0.015	0.08	L-Jun.2022	0.2
Apparel less footwear.....	1.798	0.5	0.008	0.46	L-Jun.2022	0.5
Fuels and utilities.....	4.927	1.5	0.074	0.16	L-Jun.2022	2.5
Household energy.....	3.851	1.8	0.068	0.20	L-Jun.2022	3.2
Medical care.....	8.281	0.7	0.056	0.12	L-Jun.2022	0.7
Transportation.....	19.362	-2.3	-0.434	0.10	S-Apr.2020	-6.0
Private transportation.....	18.400	-2.2	-0.404	0.09	S-Apr.2020	-5.7
New and used motor vehicles <sup>5</sup> .....	9.106	0.4	0.039	0.13	L-Jun.2022	1.6
Utilities and public transportation.....	8.473	0.7	0.057	0.12	L-Jun.2022	1.3
Household furnishings and operations.....	4.745	1.0	0.047	0.20	L-Mar.2022	1.0
Other goods and services.....	2.682	0.7	0.020	0.14	L-Feb.2022	1.1
Personal care <sup>4</sup> .....	2.171	0.6	0.014	0.16	L-Feb.2022	1.2

<sup>1</sup> The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

<sup>2</sup> A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

<sup>3</sup> If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

<sup>4</sup> Not seasonally adjusted.

<sup>5</sup> Indexes on a December 1997=100 base.

<sup>6</sup> Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

<sup>7</sup> Indexes on a December 2007=100 base.

<sup>8</sup> Indexes on a December 2005=100 base.

<sup>9</sup> Indexes on a December 1986=100 base.

<sup>10</sup> Indexes on a December 1993=100 base.

<sup>11</sup> Indexes on a December 2009=100 base.

<sup>12</sup> Indexes on a December 1990=100 base.

<sup>13</sup> Indexes on a December 1983=100 base.

<sup>14</sup> Indexes on a December 2001=100 base.

<sup>15</sup> Indexes on a December 2019=100 base.

<sup>16</sup> Indexes on a December 1982=100 base.

<sup>17</sup> Indexes on a December 1996=100 base.

<sup>18</sup> Indexes on a December 1988=100 base.

**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table**  
 [1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
All items.....	100.000	8.3		0.09	S-Apr.2022	8.3
Food.....	13.527	11.4	1.525	0.19	L-May 1979	11.4
Food at home.....	8.414	13.5	1.081	0.29	L-Mar.1979	13.6
Cereals and bakery products.....	1.086	16.4	0.166	0.54	L-Apr.1975	17.1
Cereals and cereal products.....	0.353	17.4	0.056	0.79	L-EVER	—
Flour and prepared flour mixes.....	0.058	23.3	0.012	1.42	L-EVER	—
Breakfast cereal.....	0.149	16.4	0.023	1.23	—	—
Rice, pasta, cornmeal.....	0.146	15.7	0.021	1.21	L-Mar.2009	15.7
Rice <sup>4, 5</sup> .....		13.0		1.30	L-May 2009	13.6
Bakery products.....	0.733	16.0	0.110	0.71	L-EVER	—
Bread <sup>4</sup> .....	0.205	16.2	0.031	1.38	L-Sep.2008	17.4
White bread <sup>5</sup> .....		16.4		1.37	L-Jul.2008	16.8
Bread other than white <sup>5</sup> .....		16.1		1.36	L-Oct.2008	16.6
Fresh biscuits, rolls, muffins <sup>4</sup> .....	0.110	17.1	0.017	1.72	L-EVER	—
Cakes, cupcakes, and cookies.....	0.181	14.4	0.025	1.68	L-Jan.1981	14.4
Cookies <sup>5</sup> .....		14.3		1.15	S-May 2022	12.6
Fresh cakes and cupcakes <sup>5</sup> .....		12.9		2.20	L-Feb.1981	13.6
Other bakery products.....	0.237	16.5	0.036	1.16	L-EVER	—
Fresh sweetrolls, coffeecakes, doughnuts <sup>5</sup> .....		14.1		1.67	L-Jun.2022	14.6
Crackers, bread, and cracker products <sup>5</sup> .....		17.7		1.72	L-EVER	—
Frozen and refrigerated bakery products, pies, tarts, turnovers <sup>5</sup> .....		18.1		1.90	L-EVER	—
Meats, poultry, fish, and eggs.....	1.900	10.6	0.195	0.71	S-Sep.2021	10.5
Meats, poultry, and fish.....	1.768	8.8	0.154	0.71	S-Aug.2021	7.9
Meats.....	1.113	6.7	0.074	0.92	S-Jul.2021	5.9
Beef and veal.....	0.511	2.5	0.013	0.97	S-Jun.2021	-2.8
Uncooked ground beef.....	0.189	7.8	0.015	1.12	S-Aug.2021	6.9
Uncooked beef roasts <sup>4</sup> .....	0.075	3.3	0.003	2.91	L-Jun.2022	3.6
Uncooked beef steaks <sup>4</sup> .....	0.197	-3.0	-0.007	1.56	S-Sep.2017	-3.1
Uncooked other beef and veal <sup>4</sup> .....	0.050	4.9	0.002	2.50	L-May 2022	12.1
Pork.....	0.360	6.8	0.024	1.71	S-Jun.2021	3.2
Bacon, breakfast sausage, and related products <sup>4</sup> .....	0.161	9.0	0.014	1.89	S-Jul.2021	8.1
Bacon and related products <sup>5</sup> .....		5.7		2.17	S-Feb.2021	4.4
Breakfast sausage and related products <sup>4, 5</sup> .....		14.4		1.90	S-Jun.2022	13.6
Ham.....	0.064	9.2	0.006	2.87	—	—
Ham, excluding canned <sup>5</sup> .....		8.8		3.44	L-Jun.2022	9.3
Pork chops.....	0.051	5.2	0.003	2.62	L-May 2022	11.0
Other pork including roasts, steaks, and ribs <sup>4</sup> .....	0.083	2.3	0.002	3.71	L-Jun.2022	7.2
Other meats.....	0.242	16.6	0.037	1.13	L-Jun.2022	16.7
Frankfurters <sup>5</sup> .....		18.3		2.39	L-May 1979	19.9
Lunchmeats <sup>4, 5</sup> .....		18.2		1.01	L-EVER	—
Poultry.....	0.367	15.9	0.055	1.24	S-Apr.2022	15.3
Chicken <sup>4</sup> .....	0.299	16.6	0.046	1.29	S-Apr.2022	16.4
Fresh whole chicken <sup>5</sup> .....		14.8		2.09	S-May 2022	14.7
Fresh and frozen chicken parts <sup>5</sup> .....		17.8		1.71	S-Mar.2022	15.1
Other uncooked poultry including turkey <sup>4</sup> .....	0.068	12.8	0.009	3.14	L-May 2022	13.1
Fish and seafood.....	0.287	8.7	0.025	0.99	—	—
Fresh fish and seafood <sup>4</sup> .....	0.147	7.8	0.011	1.61	S-Jun.2021	6.4
Processed fish and seafood <sup>4</sup> .....	0.141	9.7	0.013	1.08	L-Jun.2022	11.4
Shelf stable fish and seafood <sup>5</sup> .....		8.1		1.70	L-Feb.2019	9.1
Frozen fish and seafood <sup>5</sup> .....		11.7		1.66	L-Jun.2022	14.1
Eggs.....	0.132	39.8	0.041	2.04	L-Oct.2007	42.2

See footnotes at end of table.

**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Dairy and related products.....	0.798	16.2	0.121	0.49	L-Aug.1974	19.2
Milk <sup>4</sup> .....	0.205	17.0	0.033	1.24	L-Jan.2008	17.7
Fresh whole milk <sup>5</sup> .....		16.1		1.43	L-Jun.2022	17.1
Fresh milk other than whole <sup>4, 5</sup> .....		17.7		1.15	L-Nov.2007	17.7
Cheese and related products.....	0.260	13.5	0.034	0.84	L-Jul.2008	14.5
Ice cream and related products.....	0.115	14.0	0.015	1.24	L-Apr.1981	14.1
Other dairy and related products <sup>4</sup> .....	0.218	20.0	0.039	0.93	L-EVER	—
Fruits and vegetables.....	1.407	9.4	0.129	0.64	L-Sep.2008	10.4
Fresh fruits and vegetables.....	1.069	7.9	0.084	0.74	S-Jun.2022	7.0
Fresh fruits.....	0.574	8.3	0.046	1.20	S-Jun.2022	7.3
Apples.....	0.077	3.8	0.003	2.17	S-May 2021	2.7
Bananas.....	0.079	8.3	0.006	1.54	L-Feb.2009	17.4
Citrus fruits <sup>4</sup> .....	0.166	8.6	0.014	2.18	S-Nov.2021	2.6
Oranges, including tangerines <sup>5</sup> .....		14.4		2.06	L-May 2022	14.6
Other fresh fruits <sup>4</sup> .....	0.252	9.2	0.022	1.94	S-Jun.2022	6.5
Fresh vegetables.....	0.495	7.6	0.038	0.78	L-Mar.2019	7.7
Potatoes.....	0.083	15.2	0.012	1.82	L-Sep.2011	16.2
Lettuce.....	0.057	10.7	0.006	1.66	L-Jun.2022	11.4
Tomatoes.....	0.075	-0.2	0.000	2.02	L-Jun.2022	0.6
Other fresh vegetables.....	0.278	7.0	0.019	0.97	S-Jun.2022	6.5
Processed fruits and vegetables <sup>4</sup> .....	0.338	14.2	0.046	0.91	L-Nov.2008	14.9
Canned fruits and vegetables <sup>4</sup> .....	0.174	16.6	0.027	1.47	L-Mar.2009	16.8
Canned fruits <sup>4, 5</sup> .....		16.6		1.39	L-EVER	—
Canned vegetables <sup>4, 5</sup> .....		16.1		1.63	L-Mar.2009	20.5
Frozen fruits and vegetables <sup>4</sup> .....	0.099	11.4	0.011	1.48	L-EVER	—
Frozen vegetables <sup>5</sup> .....		11.9		1.57	L-Apr.1982	12.2
Other processed fruits and vegetables including dried <sup>4</sup> .....	0.065	12.7	0.008	1.86	L-Jan.2009	14.0
Dried beans, peas, and lentils <sup>4, 5</sup> .....		11.6		2.73	L-Aug.2012	15.9
Nonalcoholic beverages and beverage materials.....	0.964	13.4	0.124	0.65	S-Jun.2022	11.9
Juices and nonalcoholic drinks <sup>4</sup> .....	0.675	13.1	0.086	0.84	L-EVER	—
Carbonated drinks.....	0.281	12.9	0.036	1.76	—	—
Frozen noncarbonated juices and drinks <sup>4</sup> .....	0.007	5.7	0.000	1.09	S-May 2022	5.7
Nonfrozen noncarbonated juices and drinks <sup>4</sup> .....	0.387	13.4	0.050	0.87	L-EVER	—
Beverage materials including coffee and tea <sup>4</sup> .....	0.289	14.0	0.038	0.83	S-Jun.2022	12.4
Coffee.....	0.188	17.6	0.030	1.15	S-Jun.2022	15.8
Roasted coffee <sup>5</sup> .....		18.7		1.31	S-Jun.2022	16.8
Instant coffee <sup>5</sup> .....		13.0		1.79	S-Jun.2022	11.2
Other beverage materials including tea <sup>4</sup> .....	0.101	7.7	0.008	1.65	S-Jun.2022	6.4
Other food at home.....	2.259	16.7	0.346	0.40	L-Jan.1978	17.6
Sugar and sweets.....	0.281	12.7	0.035	0.88	L-Apr.1981	17.7
Sugar and sugar substitutes.....	0.042	15.9	0.006	1.43	L-Apr.1981	24.6
Candy and chewing gum <sup>4</sup> .....	0.176	10.9	0.019	1.17	L-EVER	—
Other sweets <sup>4</sup> .....	0.063	15.8	0.009	1.37	S-Jun.2022	15.7
Fats and oils.....	0.254	21.5	0.049	1.12	L-Apr.1975	23.6
Butter and margarine <sup>4</sup> .....	0.080	29.3	0.020	1.57	L-EVER	—
Butter <sup>5</sup> .....		24.6		2.25	L-Nov.2014	27.2
Margarine <sup>5</sup> .....		38.3		1.83	L-Feb.1975	47.1
Salad dressing <sup>4</sup> .....	0.057	11.8	0.006	1.54	S-Feb.2022	9.4
Other fats and oils including peanut butter <sup>4</sup> .....	0.116	21.3	0.022	1.77	L-Oct.2008	21.9
Peanut butter <sup>4, 5</sup> .....		15.2		1.63	L-Nov.2012	21.2
Other foods.....	1.724	16.6	0.262	0.46	L-May 1975	18.2
Soups.....	0.106	18.5	0.018	1.69	S-Jun.2022	16.0
Frozen and freeze dried prepared foods.....	0.280	18.5	0.047	0.86	L-EVER	—

See footnotes at end of table.



**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Snacks.....	0.372	16.7	0.057	1.02	L-EVER	—
Spices, seasonings, condiments, sauces.....	0.329	15.4	0.047	0.78	L-EVER	—
Salt and other seasonings and spices <sup>4, 5</sup> .....		14.8		1.35	L-EVER	—
Olives, pickles, relishes <sup>4, 5</sup> .....		19.4		1.31	L-EVER	—
Sauces and gravies <sup>4, 5</sup> .....		17.6		1.38	L-EVER	—
Other condiments <sup>5</sup> .....		11.1		1.28	S-Jun.2022	10.7
Baby food <sup>4</sup> .....	0.044	12.6	0.005	1.33	S-Mar.2022	10.8
Other miscellaneous foods <sup>4</sup> .....	0.592	16.5	0.087	0.87	L-EVER	—
Prepared salads <sup>6, 5</sup> .....		17.3		1.72	L-Jun.2022	17.6
Food away from home.....	5.113	8.0	0.444	0.28	L-Nov.1981	8.0
Full service meals and snacks <sup>4</sup> .....	2.385	9.0	0.236	0.35	L-May 2022	9.0
Limited service meals and snacks <sup>4</sup> .....	2.479	7.2	0.189	0.44	—	—
Food at employee sites and schools <sup>4</sup> .....	0.042	23.7	0.005	3.39	L-EVER	—
Food at elementary and secondary schools <sup>7, 5</sup> .....						
Food from vending machines and mobile vendors <sup>4</sup> .....	0.037	6.9	0.002	0.99	S-Mar.2022	5.5
Other food away from home <sup>4</sup> .....	0.171	6.5	0.011	0.68	S-May 2022	5.0
Energy.....	8.782	23.8	1.720	0.35	S-Jul.2021	23.8
Energy commodities.....	5.170	27.1	1.063	0.65	S-Mar.2021	22.0
Fuel oil and other fuels.....	0.239	48.8	0.080	1.86	S-Feb.2022	33.4
Fuel oil.....	0.165	68.8	0.068	2.71	S-Feb.2022	43.6
Propane, kerosene, and firewood <sup>8</sup> .....	0.074	18.8	0.012	2.45	S-Jun.2021	17.7
Motor fuel.....	4.931	26.2	0.982	0.68	S-Mar.2021	22.2
Gasoline (all types).....	4.824	25.6	0.945	0.70	S-Mar.2021	22.5
Gasoline, unleaded regular <sup>5</sup> .....		25.8		1.12	S-Mar.2021	23.5
Gasoline, unleaded midgrade <sup>9, 5</sup> .....		25.5		0.96	S-Mar.2021	18.5
Gasoline, unleaded premium <sup>5</sup> .....		24.7		0.91	S-Mar.2021	16.6
Other motor fuels <sup>4</sup> .....	0.107	53.0	0.038	1.05	S-Feb.2022	40.5
Energy services.....	3.612	19.8	0.657	0.42	L-Jan.2006	21.9
Electricity.....	2.658	15.8	0.396	0.47	L-Aug.1981	16.2
Utility (piped) gas service.....	0.954	33.0	0.261	0.87	L-Jun.2022	38.4
All items less food and energy.....	77.691	6.3	5.018	0.11	L-Mar.2022	6.5
Commodities less food and energy commodities.....	21.168	7.1	1.498	0.22	L-Jun.2022	7.2
Household furnishings and supplies <sup>10</sup> .....	3.920	10.6	0.404	0.60	S-Jun.2022	10.2
Window and floor coverings and other linens <sup>4</sup> .....	0.287	6.8	0.020	2.43	S-Jun.2022	5.6
Floor coverings <sup>4</sup> .....	0.067	14.8	0.010	2.37	L-EVER	—
Window coverings <sup>4</sup> .....	0.058	6.9	0.004	4.65	S-Sep.2021	6.5
Other linens <sup>4</sup> .....	0.163	3.9	0.006	3.39	L-Jan.2022	3.9
Furniture and bedding.....	0.973	12.8	0.122	1.37	S-May 2022	12.7
Bedroom furniture.....	0.316	8.7	0.028	2.10	S-Aug.2021	7.7
Living room, kitchen, and dining room furniture <sup>4</sup> .....	0.483	17.7	0.081	2.01	S-Jun.2022	15.4
Other furniture <sup>4</sup> .....	0.165	7.5	0.012	2.81	S-Sep.2021	6.6
Appliances <sup>4</sup> .....	0.247	3.0	0.007	1.61	S-Jun.2020	2.6
Major appliances <sup>4</sup> .....	0.081	2.2	0.002	3.13	S-Jun.2020	1.2
Laundry equipment <sup>5</sup> .....		10.8		6.20	L-Feb.2022	11.5
Other appliances <sup>4</sup> .....	0.163	3.4	0.006	2.12	S-Aug.2021	2.4
Other household equipment and furnishings <sup>4</sup> .....	0.550	8.3	0.045	1.66	L-Mar.2022	9.7
Clocks, lamps, and decorator items.....	0.329	9.0	0.028	2.59	L-Apr.2022	10.3
Indoor plants and flowers <sup>11</sup> .....	0.097	5.6	0.005	2.70	L-Jun.2022	5.6
Dishes and flatware <sup>4</sup> .....	0.050	13.7	0.007	4.12	L-EVER	—
Nonelectric cookware and tableware <sup>4</sup> .....	0.075	6.0	0.005	2.27	S-May 2022	5.1
Tools, hardware, outdoor equipment and supplies <sup>4</sup> .....	0.919	11.7	0.104	0.90	L-EVER	—
Tools, hardware and supplies <sup>4</sup> .....	0.240	9.6	0.023	1.19	S-Mar.2022	8.6
Outdoor equipment and supplies <sup>4</sup> .....	0.458	13.1	0.057	1.17	L-EVER	—

See footnotes at end of table.

**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Housekeeping supplies.....	0.943	11.7	0.107	0.88	L-Feb.1981	11.8
Household cleaning products <sup>4</sup> .....	0.342	10.5	0.036	1.24	S-May 2022	9.9
Household paper products <sup>4</sup> .....	0.220	14.1	0.030	1.66	L-EVER	—
Miscellaneous household products <sup>4</sup> .....	0.382	11.5	0.041	1.51	L-EVER	—
Apparel.....	2.391	5.1	0.127	0.85	—	—
Men's and boys' apparel.....	0.604	5.2	0.033	1.47	S-Sep.2021	4.4
Men's apparel.....	0.465	4.8	0.023	1.65	S-Sep.2021	4.4
Men's suits, sport coats, and outerwear.....	0.077	11.0	0.008	4.72	S-Dec.2021	10.7
Men's underwear, nightwear, swimwear, and accessories.....	0.155	2.3	0.004	2.63	S-Sep.2021	0.3
Men's shirts and sweaters <sup>4</sup> .....	0.110	5.6	0.007	2.95	S-Aug.2021	4.4
Men's pants and shorts.....	0.117	3.5	0.004	3.94	L-Mar.2022	3.8
Boys' apparel.....	0.139	7.4	0.010	2.64	L-Feb.2022	9.1
Women's and girls' apparel.....	0.921	5.4	0.053	1.37	L-Mar.2022	6.3
Women's apparel.....	0.775	5.6	0.045	1.51	L-Mar.2022	6.5
Women's outerwear.....	0.057	6.9	0.004	4.67	S-Dec.2021	6.0
Women's dresses.....	0.083	1.6	0.001	3.19	S-Apr.2021	-1.2
Women's suits and separates <sup>4</sup> .....	0.374	7.5	0.030	2.25	L-Feb.2007	8.9
Women's underwear, nightwear, swimwear, and accessories <sup>4</sup> .....	0.255	3.6	0.010	2.82	L-May 2022	4.7
Girls' apparel.....	0.146	4.8	0.007	4.60	L-Mar.2022	5.0
Footwear.....	0.594	5.0	0.031	1.13	S-May 2022	4.5
Men's footwear.....	0.199	4.0	0.009	1.67	S-May 2022	2.8
Boys' and girls' footwear.....	0.115	6.8	0.008	2.88	S-Jun.2022	6.7
Women's footwear.....	0.280	4.9	0.014	1.75	S-Nov.2021	4.8
Infants' and toddlers' apparel.....	0.112	8.6	0.010	5.09	L-Jun.2022	10.0
Jewelry and watches <sup>8</sup> .....	0.160	-0.3	0.000	3.48	S-May 2022	-0.6
Watches <sup>8</sup> .....	0.030	1.3	0.000	2.94	L-Feb.2022	5.1
Jewelry <sup>8</sup> .....	0.130	-1.2	0.000	4.37	S-May 2022	-1.2
Transportation commodities less motor fuel <sup>10</sup> .....	8.559	9.1	0.744	0.36	L-Jun.2022	9.5
New vehicles.....	4.024	10.1	0.391	0.65	S-Oct.2021	9.8
New cars <sup>5</sup> .....		10.9		0.67	S-Nov.2021	10.9
New trucks <sup>12, 5</sup> .....		9.8		0.78	S-Sep.2021	9.2
Used cars and trucks.....	4.021	7.8	0.284	0.10	L-May 2022	16.1
Motor vehicle parts and equipment.....	0.425	13.4	0.054	0.79	S-Jan.2022	12.6
Tires.....	0.269	13.7	0.035	0.91	S-Dec.2021	12.4
Vehicle accessories other than tires <sup>4</sup> .....	0.156	12.9	0.019	1.56	S-Apr.2022	12.5
Vehicle parts and equipment other than tires <sup>5</sup> .....		11.5		1.37	L-Jun.2022	11.6
Motor oil, coolant, and fluids <sup>5</sup> .....		13.8		2.37	S-Mar.2022	11.5
Medical care commodities.....	1.474	4.1	0.062	0.56	L-Feb.2017	4.1
Medicinal drugs <sup>10</sup> .....	1.373	4.0	0.057	0.57	L-Mar.2017	4.0
Prescription drugs.....	0.999	3.2	0.034	0.67	L-Jun.2018	3.2
Nonprescription drugs <sup>10</sup> .....	0.374	6.1	0.023	1.24	L-EVER	—
Medical equipment and supplies <sup>10</sup> .....	0.101	6.0	0.006	1.33	S-Jun.2022	5.9
Recreation commodities <sup>10</sup> .....	1.865	3.8	0.075	0.57	S-May 2022	3.8
Video and audio products <sup>10</sup> .....	0.279	-9.0	-0.027	1.16	S-Feb.2020	-9.7
Televisions.....	0.126	-19.1	-0.025	1.72	S-Feb.2020	-19.9
Other video equipment <sup>4</sup> .....	0.024	-4.3	-0.002	2.15	L-May 2022	-4.3
Audio equipment.....	0.072	0.8	0.001	3.21	S-May 2022	-0.7
Recorded music and music subscriptions <sup>4</sup> .....	0.051	-0.6	0.000	1.24	S-Jun.2022	-1.7
Pets and pet products.....	0.554	10.7	0.059	0.79	L-Mar.2009	10.9
Pet food <sup>4, 5</sup> .....		13.1		1.21	L-Mar.2009	13.2
Purchase of pets, pet supplies, accessories <sup>4, 5</sup> .....		7.3		1.93	L-Jun.2022	9.3
Sporting goods.....	0.544	3.8	0.022	1.45	S-Jan.2021	2.8

See footnotes at end of table.



**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Sports vehicles including bicycles.....	0.312	2.9	0.009	2.09	S-Jan.2021	1.0
Sports equipment.....	0.222	5.1	0.012	1.94	S-Jan.2022	4.7
Photographic equipment and supplies.....	0.021	6.3	0.001	2.22	L-May 2020	6.3
Photographic equipment <sup>4, 5</sup> .....		5.8		2.67	S-Jun.2022	1.8
Recreational reading materials.....	0.096	7.0	0.007	1.28	L-Jun.2022	7.4
Newspapers and magazines <sup>4</sup> .....	0.057	11.2	0.006	1.67	L-EVER	—
Recreational books <sup>4</sup> .....	0.039	1.4	0.001	1.82	L-Jun.2022	2.6
Other recreational goods <sup>4</sup> .....	0.371	3.3	0.013	1.36	S-Jun.2022	2.7
Toys.....	0.286	2.8	0.008	1.65	—	—
Toys, games, hobbies and playground equipment <sup>1, 5</sup> .....		6.9		2.20	L-EVER	—
Sewing machines, fabric and supplies <sup>4</sup> .....	0.028	8.1	0.003	3.11	L-Jun.2021	13.3
Music instruments and accessories <sup>4</sup> .....	0.041	3.6	0.002	2.39	S-Nov.2021	2.9
Education and communication commodities <sup>10</sup> .....	0.760	-7.3	-0.058	1.66	S-EVER	—
Educational books and supplies.....	0.086	4.6	0.004	2.04	L-Mar.2017	6.0
College textbooks <sup>13, 5</sup> .....		5.3		2.25	L-Mar.2017	7.6
Information technology commodities <sup>10</sup> .....	0.674	-8.8	-0.062	1.97	S-Aug.2015	-8.8
Computers, peripherals, and smart home assistants <sup>6</sup> .....	0.333	-4.3	-0.014	2.76	S-Oct.2020	-4.5
Computer software and accessories <sup>4</sup> .....	0.019	-0.3	0.000	3.69	L-Jun.2022	0.1
Telephone hardware, calculators, and other consumer information items <sup>4</sup> .....	0.321	-13.8	-0.048	2.38	S-Oct.2021	-15.1
Smartphones <sup>5, 14</sup> .....		-20.4		3.54	S-Oct.2021	-20.7
Alcoholic beverages.....	0.865	4.3	0.039	0.73	L-Dec.2008	4.4
Alcoholic beverages at home.....	0.576	3.2	0.020	0.90	L-Aug.2009	3.2
Beer, ale, and other malt beverages at home.....	0.220	4.9	0.011	1.63	L-Apr.2022	5.0
Distilled spirits at home.....	0.105	1.7	0.002	1.09	S-Jun.2022	1.3
Whiskey at home <sup>5</sup> .....		3.0		1.62	S-Jun.2022	2.5
Distilled spirits, excluding whiskey, at home <sup>5</sup> .....		1.2		1.55	L-Feb.2022	1.6
Wine at home.....	0.252	2.5	0.007	1.33	L-Dec.2020	2.6
Alcoholic beverages away from home.....	0.289	5.7	0.019	1.13	—	—
Beer, ale, and other malt beverages away from home <sup>4, 5</sup> .....		6.4		1.31	S-Jun.2022	6.0
Wine away from home <sup>4, 5</sup> .....		7.1		0.95	L-Jul.2002	7.5
Distilled spirits away from home <sup>4, 5</sup> .....		4.2		1.44	L-May 2022	5.5
Other goods <sup>10</sup> .....	1.333	7.6	0.105	0.44	L-EVER	—
Tobacco and smoking products.....	0.511	8.8	0.049	0.77	L-Dec.2021	9.0
Cigarettes <sup>4</sup> .....	0.441	9.0	0.044	0.87	L-Dec.2021	9.6
Tobacco products other than cigarettes <sup>4</sup> .....	0.065	7.0	0.005	0.75	L-May 2010	8.0
Personal care products.....	0.640	6.0	0.040	0.57	L-Jul.1983	6.0
Hair, dental, shaving, and miscellaneous personal care products <sup>4</sup> .....	0.332	7.6	0.026	0.69	L-EVER	—
Cosmetics, perfume, bath, nail preparations and implements.....	0.299	4.2	0.014	1.08	L-Feb.2009	4.7
Miscellaneous personal goods <sup>4</sup> .....	0.182	8.3	0.015	1.63	S-Dec.2021	6.2
Stationery, stationery supplies, gift wrap <sup>5</sup> .....		9.3		2.75	S-Jan.2022	8.4
Services less energy services.....	56.523	6.1	3.519	0.12	L-Feb.1991	6.5
Shelter.....	32.247	6.2	2.056	0.14	L-Aug.1990	6.2
Rent of shelter <sup>15</sup> .....	31.884	6.3	2.055	0.14	L-Aug.1990	6.3
Rent of primary residence.....	7.246	6.7	0.503	0.15	L-Apr.1986	6.7
Lodging away from home <sup>4</sup> .....	0.984	4.0	0.037	2.60	L-Jun.2022	10.0
Housing at school, excluding board <sup>15</sup> .....	0.122	2.5	0.003	0.31	L-Aug.2021	2.5
Other lodging away from home including hotels and motels.....	0.862	4.5	0.034	2.99	L-Jun.2022	11.5
Owners' equivalent rent of residences <sup>15</sup> .....	23.654	6.3	1.515	0.12	L-Apr.1986	6.6

See footnotes at end of table.

**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Owners' equivalent rent of primary residence <sup>15</sup> ..	22.426	6.3	1.439	0.12	L-Apr.1986	6.6
Tenants' and household insurance <sup>4</sup> .....	0.363	0.5	0.002	0.79	L-Jan.2021	0.8
Water and sewer and trash collection services <sup>4</sup> .....	1.076	4.6	0.052	0.30	L-Sep.2015	4.8
Water and sewerage maintenance.....	0.775	4.6	0.037	0.25	L-Jun.2016	4.8
Garbage and trash collection <sup>12</sup> .....	0.301	4.6	0.014	0.76	S-Apr.2022	4.6
Household operations <sup>4</sup> .....	0.825	6.6	0.057	0.54	L-Nov.2021	8.4
Domestic services <sup>4</sup> .....	0.242	5.9	0.015	1.16	L-Apr.2022	7.3
Gardening and lawncare services <sup>4</sup> .....						
Moving, storage, freight expense <sup>4</sup> .....	0.104	3.7	0.004	2.55	S-Jun.2022	2.7
Repair of household items <sup>4</sup> .....						
Medical care services.....	6.807	5.6	0.397	0.34	L-Jul.2020	5.9
Professional services.....	3.431	2.4	0.088	0.43	L-Jun.2022	2.6
Physicians' services.....	1.802	1.1	0.021	0.69	L-May 2022	1.1
Dental services.....	0.899	4.7	0.044	0.74	L-Jun.2022	4.7
Eyeglasses and eye care <sup>8</sup> .....	0.351	1.4	0.005	1.04	S-May 2022	1.4
Services by other medical professionals <sup>8</sup> .....	0.379	4.4	0.018	0.64	—	—
Hospital and related services.....	2.496	4.1	0.105	0.55	L-Oct.2021	4.1
Hospital services <sup>16</sup> .....	2.129	4.0	0.088	0.60	L-Oct.2021	4.0
Inpatient hospital services <sup>16, 5</sup> .....						
Outpatient hospital services <sup>8, 5</sup> .....		3.6		0.99	L-Jul.2020	3.6
Nursing homes and adult day services <sup>16</sup> .....	0.205	4.8	0.009	0.52	L-Dec.2007	4.8
Care of invalids and elderly at home <sup>7</sup> .....	0.162	3.6	0.008	1.96	S-Jun.2022	2.0
Health insurance <sup>7</sup> .....	0.880	24.3	0.204	0.34	L-EVER	—
Transportation services.....	5.872	11.3	0.644	0.57	L-Nov.1981	11.7
Leased cars and trucks <sup>13</sup> .....						
Car and truck rental <sup>4</sup> .....	0.155	-6.2	-0.012	3.92	L-May 2022	-0.4
Motor vehicle maintenance and repair.....	1.034	9.1	0.095	0.62	L-Oct.1981	9.2
Motor vehicle body work.....	0.052	11.5	0.006	0.94	S-Jan.2022	10.8
Motor vehicle maintenance and servicing.....	0.566	7.3	0.043	0.77	L-Nov.2008	7.4
Motor vehicle repair <sup>4</sup> .....	0.372	11.1	0.042	1.33	L-EVER	—
Motor vehicle insurance.....	2.407	8.7	0.209	0.97	L-Jun.2021	11.3
Motor vehicle fees <sup>4</sup> .....	0.497	2.4	0.013	0.75	L-Mar.2020	2.7
State motor vehicle registration and license fees <sup>4</sup> .....	0.288	2.6	0.008	0.28	L-Aug.2020	2.7
Parking and other fees <sup>4</sup> .....	0.194	1.9	0.004	1.55	L-Jun.2022	2.6
Parking fees and tolls <sup>4, 5</sup> .....		4.1		2.29	L-Dec.2021	5.1
Public transportation.....	0.962	21.1	0.165	1.44	L-Jun.2022	23.7
Airline fares.....	0.673	33.4	0.164	2.32	L-Jun.2022	34.1
Other intercity transportation.....	0.091	-2.6	-0.005	2.93	L-Apr.2022	-2.1
Ship fare <sup>4, 5</sup> .....		-7.4		2.37	L-May 2022	-5.3
Intracity transportation.....	0.195	2.9	0.006	1.51	L-May 2022	3.6
Intracity mass transit <sup>10, 5</sup> .....		0.6		4.43	L-Jun.2022	0.8
Recreation services <sup>10</sup> .....	3.108	4.2	0.140	0.47	S-Dec.2021	3.3
Video and audio services <sup>10</sup> .....	1.137	3.2	0.038	0.43	S-Dec.2021	2.6
Cable and satellite television service <sup>12</sup> .....	1.043	3.0	0.032	0.44	S-Dec.2021	2.8
Video discs and other media, including rental of video <sup>4</sup> .....	0.094	4.7	0.005	4.53	S-Jun.2022	4.7
Video discs and other media <sup>4, 5</sup> .....		8.9		5.35	L-Nov.2018	9.8
Rental of video discs and other media <sup>4, 5</sup> .....		5.9		1.34	S-Apr.2022	5.2
Pet services including veterinary <sup>4</sup> .....	0.513	9.6	0.050	0.68	L-EVER	—
Pet services <sup>4, 5</sup> .....		5.7		1.11	L-Jun.2022	6.2
Veterinarian services <sup>4, 5</sup> .....		10.0		1.31	L-EVER	—
Photographers and photo processing <sup>4</sup> .....	0.029	6.0	0.002	1.15	L-EVER	—
Other recreation services <sup>4</sup> .....	1.429	3.2	0.050	0.92	S-May 2022	3.2

See footnotes at end of table.

**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees <sup>4</sup> .....	0.624	3.7	0.024	0.85	L-May 2022	3.7
Admissions.....	0.454	2.7	0.015	1.76	S-May 2022	1.7
Admission to movies, theaters, and concerts <sup>4, 5</sup> .....		6.2		1.65	—	—
Admission to sporting events <sup>4, 5</sup> .....		-6.7		6.53	S-May 2022	-10.8
Fees for lessons or instructions <sup>8</sup> .....	0.165	2.0	0.003	1.75	L-May 2022	3.8
Education and communication services <sup>10</sup> .....	5.239	1.5	0.089	0.22	—	—
Tuition, other school fees, and childcare.....	2.461	3.0	0.082	0.33	L-Jul.2019	3.2
College tuition and fees.....	1.410	2.8	0.042	0.41	L-Jul.2019	2.9
Elementary and high school tuition and fees.....	0.313	3.2	0.010	0.36	L-Jul.2021	3.5
Day care and preschool <sup>11</sup> .....	0.612	3.7	0.025	0.71	L-Jun.2022	3.7
Technical and business school tuition and fees <sup>4</sup> .....	0.038	1.2	0.000	0.48	L-Jun.2022	1.2
Postage and delivery services <sup>4</sup> .....	0.081	3.9	0.004	0.13	S-Mar.2022	3.8
Postage.....	0.073	3.0	0.003	0.11	—	—
Delivery services <sup>4</sup> .....	0.009	11.5	0.001	0.74	S-Mar.2022	11.4
Telephone services <sup>4</sup> .....	1.780	-0.1	-0.001	0.30	S-Jun.2022	-0.1
Wireless telephone services <sup>4</sup> .....	1.480	-0.6	-0.009	0.38	L-Feb.2022	-0.4
Residential telephone services <sup>10</sup> .....	0.300	2.4	0.008	0.89	S-Jul.2019	2.3
Internet services and electronic information providers <sup>4</sup> .....	0.908	0.6	0.005	0.78	S-Feb.2021	-0.3
Other personal services <sup>10</sup> .....	1.349	5.8	0.084	0.50	S-Mar.2022	5.7
Personal care services.....	0.531	4.4	0.025	1.02	L-Jun.2022	6.3
Haircuts and other personal care services <sup>4</sup> .....	0.531	4.4	0.025	1.02	L-Jun.2022	6.3
Miscellaneous personal services.....	0.817	6.7	0.059	0.37	S-May 2022	6.6
Legal services <sup>8</sup> .....	0.232	9.3	0.022	0.43	S-May 2022	7.6
Funeral expenses <sup>8</sup> .....	0.144	2.6	0.004	0.52	S-Mar.2022	2.6
Laundry and dry cleaning services <sup>4</sup> .....	0.152	7.9	0.014	0.82	S-Nov.2021	7.5
Apparel services other than laundry and dry cleaning <sup>4</sup> .....	0.018	9.1	0.002	1.06	S-Jun.2022	8.1
Financial services <sup>8</sup> .....	0.189	5.5	0.011	0.78	L-Apr.2022	6.9
Checking account and other bank services <sup>4, 5</sup> .....		3.7		2.34	L-Feb.2022	10.0
Tax return preparation and other accounting fees <sup>4, 5</sup> .....		8.8		1.07	L-Feb.2022	9.8
<b>Special aggregate indexes</b>						
All items less food.....	86.473	7.8	6.738	0.10	S-Jan.2022	7.6
All items less shelter.....	67.753	9.3	6.206	0.10	S-Jan.2022	9.0
All items less food and shelter.....	54.226	8.7	4.681	0.12	S-Oct.2021	8.2
All items less food, shelter, and energy.....	45.444	6.4	2.961	0.14	L-May 2022	6.4
All items less food, shelter, energy, and used cars and trucks.....	41.422	6.3	2.677	0.15	L-Sep.1982	6.4
All items less medical care.....	91.719	8.5	7.803	0.09	S-Feb.2022	8.4
All items less energy.....	91.218	7.1	6.543	0.09	L-Jul.1982	7.1
Commodities.....	39.865	10.6	4.086	0.14	S-Oct.2021	10.5
Commodities less food, energy, and used cars and trucks.....	17.146	7.0	1.214	0.26	S-Dec.2021	6.5
Commodities less food.....	26.338	10.2	2.561	0.20	S-Apr.2021	9.5
Commodities less food and beverages.....	25.473	10.4	2.522	0.22	S-Apr.2021	9.8
Services.....	60.135	6.8	4.177	0.11	L-Oct.1982	6.9
Services less rent of shelter <sup>15</sup> .....	28.251	7.4	2.122	0.16	L-EVER	—
Services less medical care services.....	53.328	7.0	3.779	0.12	L-Aug.1982	8.3
Durables.....	12.688	7.8	0.955	0.31	S-Apr.2021	7.3
Nondurables.....	27.177	12.0	3.131	0.17	S-Feb.2022	10.7

See footnotes at end of table.

**Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, August 2022, 12-month analysis table — Continued**  
[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Jul. 2022	Twelve Month				
		Unadjusted percent change Aug. 2021- Aug. 2022	Unadjusted effect on All Items Aug. 2021- Aug. 2022 <sup>1</sup>	Standard error, median price change <sup>2</sup>	Largest (L) or Smallest (S) unadjusted change since: <sup>3</sup>	
					Date	Percent change
Nondurables less food.....	13.650	12.6	1.606	0.28	S-Sep.2021	11.7
Nondurables less food and beverages.....	12.785	13.3	1.567	0.29	S-Sep.2021	12.5
Nondurables less food, beverages, and apparel.....	10.394	15.6	1.441	0.29	S-Sep.2021	15.5
Nondurables less food and apparel.....	11.258	14.5	1.480	0.27	S-Sep.2021	14.1
Housing.....	41.919	7.8	3.307	0.12	L-Jun.1982	8.7
Education and communication <sup>4</sup> .....	5.999	0.5	0.031	0.25	—	—
Education <sup>4</sup> .....	2.547	3.1	0.086	0.33	L-Jun.2019	3.1
Communication <sup>4</sup> .....	3.452	-1.4	-0.054	0.38	S-Jun.2019	-1.5
Information and information processing <sup>4</sup> .....	3.370	-1.6	-0.059	0.39	S-Jun.2019	-1.7
Information technology, hardware and services <sup>17</sup> .....	1.590	-3.2	-0.058	0.88	S-Apr.2018	-3.6
Recreation <sup>4</sup> .....	4.974	4.1	0.215	0.38	S-Dec.2021	3.3
Video and audio <sup>4</sup> .....	1.416	0.7	0.011	0.45	S-Sep.2019	0.2
Pets, pet products and services <sup>4</sup> .....	1.067	10.1	0.109	0.53	L-Feb.2009	10.1
Photography <sup>4</sup> .....	0.051	6.2	0.003	1.07	L-EVER	—
Food and beverages.....	14.392	10.9	1.564	0.19	L-May 1979	11.1
Domestically produced farm food.....	7.083	13.8	0.927	0.30	L-Apr.1979	14.1
Other services.....	9.696	3.0	0.313	0.19	S-Dec.2021	2.6
Apparel less footwear.....	1.798	5.1	0.096	1.01	L-Jun.2022	5.1
Fuels and utilities.....	4.927	17.2	0.789	0.29	L-Jun.2022	17.6
Household energy.....	3.851	21.2	0.738	0.41	L-Jun.2022	21.9
Medical care.....	8.281	5.4	0.460	0.29	L-Dec.1993	5.4
Transportation.....	19.362	13.4	2.371	0.28	S-Mar.2021	5.8
Private transportation.....	18.400	13.2	2.206	0.26	S-Mar.2021	7.0
New and used motor vehicles <sup>4</sup> .....	9.106	9.8	0.853	0.39	L-May 2022	13.7
Utilities and public transportation.....	8.473	10.9	0.905	0.24	L-Jun.2022	10.9
Household furnishings and operations.....	4.745	9.9	0.461	0.50	S-Jun.2022	9.5
Other goods and services.....	2.682	6.6	0.188	0.36	L-Jun.2022	6.7
Personal care.....	2.171	6.1	0.139	0.37	L-Jun.2022	6.4

<sup>1</sup> The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

<sup>2</sup> A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

<sup>3</sup> If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arger as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

<sup>4</sup> Indexes on a December 1997=100 base.

<sup>5</sup> Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

<sup>6</sup> Indexes on a December 2007=100 base.

<sup>7</sup> Indexes on a December 2005=100 base.

<sup>8</sup> Indexes on a December 1986=100 base.

<sup>9</sup> Indexes on a December 1993=100 base.

<sup>10</sup> Indexes on a December 2009=100 base.

<sup>11</sup> Indexes on a December 1990=100 base.

<sup>12</sup> Indexes on a December 1983=100 base.

<sup>13</sup> Indexes on a December 2001=100 base.

<sup>14</sup> Indexes on a December 2019=100 base.

<sup>15</sup> Indexes on a December 1982=100 base.

<sup>16</sup> Indexes on a December 1996=100 base.

<sup>17</sup> Indexes on a December 1988=100 base.

## **RESOLUTION 2020-34**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE GOLF COURSE MAINTENANCE CONTRACT WITH BRIGHTVIEW GOLF MAINTENANCE, INC. TO INCLUDE BUNKER REPAIR AND POND REMEDIATION WORK, PROVIDE FOR A PAYMENT SCHEDULE FOR THE ADDITIONAL WORK AND EXTEND THE CONTRACT TERM BY ONE YEAR; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 23, 2019, the Village entered into a Contract for Golf Course Maintenance Services with BrightView Golf Maintenance, Inc. ("BrightView"); and

WHEREAS, in accordance with Article 19 of the Contract, the Village requested BrightView to perform additional bunker repair and pond remediation work at the Golf Course; and

WHEREAS, BrightView has agreed to perform the additional work, and the parties wish to amend the Contract to incorporate the additional work, provide payment terms for the additional work, and extend the Contract for an additional one-year period subject to an adjustment in compensation based on changes to indexes published by the United States Bureau of Labor Statistics; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract, including any waiver the Village's purchasing policies and procedures, is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves an Amendment to the Contract with BrightView Golf Maintenance, Inc. for the Golf Course Maintenance Services, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village. The total cost for the additional work set forth in the Amendment shall not exceed \$300,000 (including \$4,125.20 in contingency), with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services).

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 23<sup>RD</sup> DAY OF APRIL, 2020.

(Village Seal)

  
MAYOR

ATTEST:

  
VILLAGE CLERK

## **AMENDMENT TO CONTRACT**

This Amendment is made as of the 23<sup>rd</sup> day of April, 2020, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC., a California corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal I.D. is 95-2999239.

WHEREAS, the VILLAGE and CONTRACTOR executed a Contract for Golf Course Maintenance Services dated May 23, 2019 ("Contract"); and

WHEREAS, in accordance with Article 19 of the Contract, the VILLAGE requested CONTRACTOR to perform additional bunker repair and pond remediation work at the North Palm Beach Country Club Golf Course ("Additional Work"); and

WHEREAS, CONTRACTOR has agreed to perform the Additional Work at a total cost of \$295,894.80, as outlined in its Proposal dated December 10, 2019; and

WHEREAS, the parties have agreed to amend the Contract to: (1) incorporate the Additional Work into the Contract; (2) provide payment terms for the Additional Work; and (3) extend the Contract for an additional one-year period, subject to an adjustment in compensation based on changes to the Employment Cost Index and the Consumer Price Index published by the United States Bureau of Labor Statistics.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Contract as follows:

### **1. Recitals**

The foregoing recitals are ratified as true and correct and are incorporated herein.

### **2. Additional Work**

CONTRACTOR shall perform all of the bunker repair work and the pond remediation work for Holes 9 and 18 ("Additional Work") as set forth in its Proposal dated December 10, 2019, a copy of which is attached hereto and incorporated herein by reference. CONTRACTOR shall perform the Additional Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed

### **3. Cost of Additional Work**

The VILLAGE shall pay CONTRACTOR the sum of \$295,894.80 for the Additional Work, payable as follows:



- A. \$30,000 payable upon CONTRACTOR's commencement of the Additional Work;
- B. \$30,000 payable on October 10, 2020; and
- C. An increase in the monthly Golf Course maintenance payment by \$6,666.66 from October 1, 2020 through September 30, 2023 (provided that the last payment on September 1, 2023 shall be adjusted to reflect the actual amount that remains outstanding).

**4. Extension of Contract Term**

- A. The parties hereby agree to amend Article 2.A of the Contract to extend the term by one year, from October 1, 2022 through September 30, 2023 ("Fiscal Year 2023"), subject to the two additional one-year renewals upon mutual agreement of both parties at the same rate of compensation for Fiscal Year 2023, unless earlier terminated in accordance with Article 8.
- B. The total annual compensation for Fiscal Year 2023 shall be adjusted by the weighted average of the changes to the following indexes published by the United States Bureau of Labor Statistics:
  - (1) The percentage change in the Consumer Price Index for all Urban Consumers (CPI-U); U.S. City Average (all items, not seasonally adjusted) from August 2021 to August 2022 (**25%**); and
  - (2) The percentage change in the Employment Cost Index for Total Compensation (not seasonally adjusted) for private industry workers in service providing industries from August 2021 to August 2022 (**75%**).

Notwithstanding the foregoing, the maximum adjustment for Fiscal Year 2023 shall not exceed five percent (5%). In the event that either the Consumer Price Index or the Employment Cost Index is not available, a reliable governmental or other nonpartisan publication, evaluating the information for use in determining the Consumer Price Index and/or Employment Cost Index, shall be used.

- C. If the VILLAGE terminates the Contract prior to the expiration date, the VILLAGE shall pay CONTRACTOR all remaining monies owed for the Additional Work that has been completed by CONTRACTOR to the VILLAGE's satisfaction.

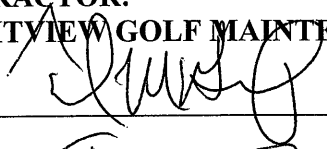
**5. Conflicts**

In the event of a conflict between this Amendment and the Contract, the terms of this Amendment shall control. To the extent not expressly modified herein, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.

**CONTRACTOR:**


**BRIGHTVIEW GOLF MAINTENANCE, INC.**

By: 

Print Name: Terrence D. McQuinn

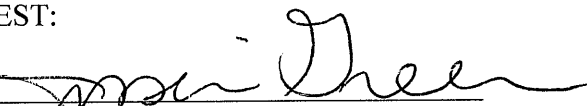
Title: Vice President

**VILLAGE OF NORTH PALM BEACH**

BY: 

SUSAN BICKEL,  
MAYOR

ATTEST:

BY: 

JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: 

LEONARD G. RUBIN,  
VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, Acting Public Works Director  
James Anthony, Facilities Manager, Public Works

DATE: September 22, 2022

SUBJECT: **RESOLUTION – Approval of Third Amendment to the Janitorial Services Contract with AK Building Services, Inc. to extend the term for one additional year through Fiscal Year 2023.**

---

Village Staff is requesting Council consideration and approval of a Third Amendment to the existing Contract for Janitorial Services with AK Building Services, Inc. to extend the term for an additional one-year period through September 30, 2023.

The original term of the Contract was through September 30, 2019, with three one-year extensions through September 30, 2022. The Contract was previously amended to modify the scope of work (to include both Community Development and the Country Club) and to adjust the compensation accordingly. The extension of the Contract will allow the Village to maintain its current fiscal schedule. To date, AK Building Services has performed at a level acceptable for renewal consideration.

AK Building Services is requesting an eight percent (8%) increase in its base compensation in response to an increase in the minimum wage in the State of Florida (from \$10.00 to \$11.00 per hour on October 1, 2022) and an increase in the cost of supplies. The base compensation will increase from \$140,693.00 to \$151,984.44. The cost of the a la carte services have also increased and if all of those services are utilized during Fiscal Year 2023, the total cost will be \$184,145.44.

In accordance with the Village's purchasing policies and procedures, Council approval is required for a contract extension for purchases exceeding \$25,000. Furthermore, the extension of the existing Contract and price increase will necessitate a waiver of the Village's purchasing policies and procedures.

**Account Information:**

Fund	Department/ Division	Account Number	Account Description	Amount
General Fund	Public Works/ Facilities Country Club	A5522-33491 L8059-33491	Contractual Services	\$184,145.44

The attached Resolution and Third Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:**

Village Staff recommends Council consideration and approval of the attached Resolution approving a Third Amendment to the Contract for Janitorial Services with AK Building Services, Inc. to extend the term for an additional one year period at a cost not to exceed \$184,145.44, with funds expended from Account Nos. A5522-33491 and L8059-33491 (Public Works/Country Club – Contractual Services), waiving any conflicting requirements of the Village's purchasing policies and authorizing the Mayor and Village Clerk to execute the Third Amendment in accordance with Village policies and procedures.

## **RESOLUTION 2022-\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO THE CONTRACT WITH AK BUILDING SERVICES, INC. FOR JANITORIAL SERVICES TO EXTEND THE TERM THROUGH FISCAL YEAR 2023 AND INCREASE THE COMPENSATION; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2018-06 on January 25, 2018, the Village Council awarded a Contract for municipal facilities janitorial services to AK Building Services, Inc.; and

WHEREAS, through the adoption of Resolution No. 2019-22 on March 14, 2019, the Village Council executed an Amendment to the Contract to include additional space within the Community Development Department and modify the compensation; and

WHEREAS, through the adoption of Resolution No. 2020-70 on November 12, 2020, the Village Council executed a Second Amendment to the Contract to include additional space within the North Palm Beach Country Club Clubhouse facility and modify the compensation; and

WHEREAS, the parties have agreed to extend the term for an additional one-year period through Fiscal Year 2023 and modify the compensation to reflect increases in the minimum wage and the cost of supplies; and

WHEREAS, the Village Council determines that the approval of a Third Amendment to the Contract is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Third Amendment to the Contract for Municipal Janitorial Services with AK Building Services, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Third Amendment on behalf of the Village. The total cost shall not exceed \$184,145.44, with funds expended from Account No. A5522-33491 (Public Works/Facilities – Contractual Services) and Account No. L8059-33491 (Country Club – Contractual Services). In approving the Third Amendment, the Village Council waives any conflicting purchasing policies and procedures.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

### **THIRD AMENDMENT TO CONTRACT**

THIS THIRD AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE and AK BUILDING SERVICES, INC., a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. is 26-3509119.

WHEREAS, the VILLAGE and CONTRACTOR executed a Contract dated January 25, 2018 (“Contract”) to provide all services necessary for municipal facility janitorial services as required under the Request for Proposals issued by the VILLAGE; and

WHEREAS, the VILLAGE and CONTRACTOR executed an Amendment to the Contract dated March 14, 2019 to include additional space within the Community Development Department and adjust the compensation accordingly; and

WHEREAS, the VILLAGE and CONTRACTOR executed a Second Amendment to the Contract dated November 12, 2020 to include the North Palm Beach Country Club and adjust the compensation accordingly; and

WHEREAS, the parties wish to again amend the Contract to extend the term for an additional one (1) year period and increase the compensation during the extended term due to an increase in the minimum wage and the cost of supplies.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the VILLAGE and CONTRACTOR agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Article 2 of the Contract is hereby amended to extend the term for an additional one (1) year period through September 30, 2023.
3. The base compensation to be paid by the VILLAGE to CONTRACTOR shall increase by eight percent (8%) from \$140,693.00 to \$151,984.44 and the compensation for additional services shall increase as set forth in the pricing sheet for Additional Services effective October 1, 2022. The total cost for the services provided by CONTRACTOR during the extended term shall not exceed \$184,145.44.
4. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this

Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

4. All other provisions of the Contract, as previously amended, shall remain in full force to the extent not expressly modified herein.

*[Remainder of page intentionally blank – signatures on next page]*



IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Second Amendment as of the day and year first above written.

**CONTRACTOR:**

**AK BUILDING SERVICES, INC.**

BY: \_\_\_\_\_  
MARK CEDAR, PRESIDENT

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
DEBORAH SEARCY, MAYOR

**ATTEST:**

BY: \_\_\_\_\_  
JESSICA GREEN, VILLAGE CLERK

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



**Building Services**  
Commercial Cleaning

915 Middle River Drive #317  
Fort Lauderdale, FL 33304  
Office (561) 471-8817 – Fax (561) 842 -5547

September 8, 2022

James Anthony  
Facility Manager  
Village of North Palm Beach  
645 Prosperity Farms Road  
North Palm Beach, FL 33408

**Janitorial Pricing Adjustment**

We hope this letter finds you well. The continued impact of inflation and wage increase in 2022 has been significant for everyone. Across all industries, the labor market has tightened and effective September 30th, Florida's minimum hourly wage will increase from \$10.00 to \$11.00, a 10.0% increase and continue to increase by \$1.00 per hour until reaching \$15.00 in 2026. Further, the cost of supplies has increased 15-20% due to a variety of factors including shortages of raw materials, oil prices and shipping/supply chain cost increase.

To continue providing the premium, dependable service that you have come to rely upon, it will be necessary to increase our prices to mitigate a portion of this expense. **Therefore, we will be implementing a price increase of 8.0% to our services effective October 1, 2022 (See separate schedule by location).**

Please know that we do not take these decisions lightly and understand the impact these changes have on our clients, especially during this time. On behalf of AK Building Services, we sincerely thank you for your support through the challenges of 2022. We know it has not been easy and are grateful for your continued business.

We look forward to working with you in 2022 and beyond. If you have any questions, please feel free to contact me directly at (561) 471-8817 or by mobile at (347) 840-0145.

Sincerely,

Mark Cedar  
President  
**AK Building Services**

**AK Building Services**  
**Customer - Village of North Palm Beach**

	Original Contract Pricing				New Pricing - 10-1-22	
	Original	Added/(Removed)	Annual As of 9-8-22	As of 9-8-22	Proposed as of 10-1-22 (a)	Annual As of 10-1-22
Village Hall	\$10,738.00		\$10,738.00	\$894.83	\$966.42	\$11,597.04
Library	\$9,245.00		\$9,245.00	\$770.42	\$832.05	\$9,984.60
Anchorage Park Activities Building	\$5,933.00		\$5,933.00	\$494.42	\$533.97	\$6,407.64
Anchorage Park Marina Restroom	\$2,517.00		\$2,517.00	\$209.75	\$226.53	\$2,718.36
Public Works Complex	\$9,637.00		\$9,637.00	\$803.08	\$867.33	\$10,407.96
Osborne Park	\$6,385.00		\$6,385.00	\$532.08	\$574.65	\$6,895.80
Community Center	\$9,019.00		\$9,019.00	\$751.58	\$811.71	\$9,740.52
Community Center Restrooms	\$4,147.00		\$4,147.00	\$345.58	\$373.23	\$4,478.76
Community Center NW Restrooms	\$4,050.00		\$4,050.00	\$337.50	\$364.50	\$4,374.00
Public Safety Complex	\$15,342.00		\$15,342.00	\$1,278.50	\$1,380.78	\$16,569.36
Community Development	\$6,320.00	\$5,880.00	\$12,200.00	\$1,016.67	\$1,098.00	\$13,176.00
Tennis Club	\$10,260.00		\$10,260.00	\$855.00	\$923.40	\$11,080.80
Country Club Prop Shop, Lockers, Admin	\$7,271.00	(\$7,271.00)	\$0.00	\$0.00	\$0.00	\$0.00
Country Club Pool Area (Locker Rooms)	\$5,156.00	(\$5,156.00)	\$0.00	\$0.00	\$0.00	\$0.00
Country Club New	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Country Club		\$34,500.00	\$34,500.00	\$2,875.00	\$3,105.00	\$37,260.00
CC Paper Supplies		\$3,240.00	\$3,240.00	\$270.00	\$291.60	\$3,499.20
CC Admin Offices		\$3,480.00	\$3,480.00	\$290.00	\$313.20	\$3,758.40
Temporary Restroom Trailer	\$3,575.00	(\$3,575.00)	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Shower Trailer	\$3,575.00	(\$3,575.00)	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Office Space	\$3,575.00	(\$3,575.00)	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Tables/Bar	\$3,575.00	(\$3,575.00)	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$120,320.00	\$20,373.00	\$140,693.00	\$11,724.42	\$12,662.37	\$151,948.44

<b>Additional Services</b>				
<b>New Pricing for 10-1-22</b>				
				<b>Total</b>
<b>Description</b>		<b>Times per year</b>	<b>Single Cost</b>	<b>Annual Cost</b>
Village Hall				
	Hot Water Extraction Carpet	4	\$ 486	\$ 1,945
	Clean Exterior Windows	4	\$ 278	\$ 1,110
Library				
	Hot Water Extraction Carpet	4	\$ 871	\$ 3,485
	Stripping/Sealing/Refinishing Hard floor	2	\$ 316	\$ 633
	VCT	2	\$ 930	\$ 1,860
	Clean Exterior Windows	4	\$ 416	\$ 1,665
Anchorage Park				
	Stripping/Sealing/Refinishing Hard floor	3	\$ 463	\$ 1,389
	Clean Exterior Windows	4	\$ 305	\$ 1,221
Community Development				
	Stripping/Sealing/Refinishing Hard floor	3	\$ 463	\$ 1,389
	Clean Exterior Windows	4	\$ 278	\$ 1,110
Community Center				
	Machine Scrubbing Hard Floor	2	\$ 919	\$ 1,838
	Grout Cleaning Tile Floor	2	\$ 265	\$ 531
	Clean Exterior Windows	4	\$ 250	\$ 999
Osborne Park				
	Stripping/Sealing/Refinishing Hard floor	3	\$ 668	\$ 2,005
Public Safety				
	Hot Water Extraction Carpet	2	\$ 377	\$ 755
	Grout Tile Floor	2	\$ 487	\$ 975
	Stripping/Sealing/Refinishing Hard floor	2	\$ 892	\$ 1,785
	Clean Exterior Windows	4	\$ 389	\$ 1,554

Description		Times per year	Single Cost	Total Annual Cost
Public Works				
	Hot Water Extraction Carpet	2	\$ 278	\$ 555
	Grout Tile Floor	2	\$ 366	\$ 733
	Stripping/Sealing/Refinishing Hard floor	2	\$ 278	\$ 555
	Clean Exterior Windows	4	\$ 278	\$ 1,110
Tennis Pro Shop (Country Club)				
	Hot Water Extraction Carpet	2	\$ 278	\$ 555
	Grout Tile Floor	2	\$ 278	\$ 555
	Stripping/Sealing/Refinishing Hard floor	2	\$ 333	\$ 666
	Clean Exterior Windows	4	\$ 305	\$ 1,221
<b>Total Additional Services</b>				<b>\$ 32,197</b>

Florida's Minimum Wage Changes Through 2026

# HR IMPORTANT MESSAGE

## DEPARTMENT REPRESENTATIVES

This message has been approved by Shelley Lopez, Program Director, Communications/Special Projects, for distribution to all Department Representatives.

In November 2020, Florida voters approved changes to the state's minimum wage, which will gradually increase from the current \$8.65 an hour to \$15 an hour by September 2026. To comply, employers must implement the following hourly minimum wage schedule for non-tipped employees:

Effective Date	Florida Minimum Wage
January 1, 2021	\$8.65
September 30, 2021	\$10.00
September 30, 2022	\$11.00
September 30, 2023	\$12.00
September 30, 2024	\$13.00
September 30, 2025	\$14.00
September 30, 2026	\$15.00

Effective September 30, 2021, the new Florida minimum hourly rate will be \$10. Accordingly, all employers are required to pay employees at least the new minimum rate of \$10 an hour or \$6.98 plus tips for tipped employees.

All employees making less than \$10 an hour as of September 30, 2021, will be systematically increased in OMNI HR. Please use this notification as an opportunity to plan budgets accordingly.

The University employs both hourly and salaried employees who will be impacted by these changes over the next five years. Additional communications will be forthcoming as we continue to evaluate future impact to the University's salaried pay structure.

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

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TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: Alex Ahrenholz, Acting Community Development Director

DATE: September 22, 2022

SUBJECT: **RESOLUTION** – Minor Planned Unit Development Amendment for the Shoppes at City Centre PUD.

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Through the adoption of Ordinance No. 2010-22 on December 9, 2010, the Village Council created the Shoppes at City Center Commercial Planned Unit Development. The current property owner, Shoppes at City Centre, LLC, has filed an application requesting to amend the Building Elevation and Color Identification Graphic referenced in Section 3 of the Ordinance. Section 8 of the Ordinance allows the Village Council to approve minor modifications to the PUD by resolution without the necessity of review by the Planning Commission, advertisement or public hearing so long as the request does not: increase the total square footage of any principal structure; change access to the property; require a variance or waiver; increase the height; or relocate parking areas resulting in a net decrease in the number of parking spaces.

**Background:**

The Shoppes at City Centre PUD was approved for a complete redesign in 2010. As indicated above, the documents referenced in the Ordinance included the “Building Elevation Color and Identification Graphic”, which detailed the building paint colors for the plaza. The property owner is seeking to repaint the buildings a color that deviates from the approved plan.

**Analysis:**

The existing plan calls for varying shades of brown and tan. The property owner has proposed to paint the buildings Zurich White (SW 7626), with accents of Mindful Gray (SW 7016) and Gauntlet Gray (SW 7019). These colors are generally consistent with building colors of the adjacent Solera at City Centre apartments in Palm Beach Gardens and comply with the provisions of the Village Appearance Plan (Appendix A to the Village Code), which requires that colors “be harmonious, with bright or brilliant colors used only for accent.”

*There is no fiscal impact*

**Recommendation:**

**Village Staff recommends approval of the attached Resolution approving a minor modification to the Shoppes at City Centre Commercial Planned Unit Development to change the colors referenced in the Building Elevation Color and Identification Graphic in accordance with Village policies and procedures.**

**Attachments:** Supporting Materials

## RESOLUTION 2022-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE SHOPPES AT CITY CENTRE PLANNED UNIT DEVELOPMENT TO REVISE THE APPROVED BUILDING COLORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the enactment of Ordinance No. 2010-22 on December 9, 2010 (“PUD Ordinance”), the Village Council approved the Shoppes at City Centre Commercial Planned Unit Development (“PUD”); and

WHEREAS, Section 8 of the PUD Ordinance provides that the Village Council may approve minor modifications to the PUD by resolution without the necessity of review by the Planning Commission, advertisement or public hearing; and

WHEREAS, the Property Owner, Shoppes at City Center, LLC, is requesting a modification to the approved Building Elevation and Color Identification Graphic referenced in Section 3 of the PUD Ordinance; and

WHEREAS, the Village Council determines that the request meets the definition of a minor amendment to the PUD and that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. As authorized by Section 8 of Ordinance No. 2010-22, the Village Council hereby approves a minor modification to the Shoppes at City Centre Planned Unit Development and amends the Building Elevation and Color Identification Graphic in accordance with the Sherwin Williams Photo Imaging Graphic for Marine Plaza R1 (utilizing SW Zurich White, SW Gauntlet Gray, and SW Mindful Gray), a copy of which is attached hereto and incorporated herein.

Section 3. To the extent not expressly modified herein, all other elements of the approved PUD, as previously amended, shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



## **ORDINANCE NO. 2010-22**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING A COMMERCIAL PLANNED UNIT DEVELOPMENT TO BE KNOWN AS "SHOPPES AT CITY CENTRE" ON APPROXIMATELY 10.65 ACRES OF REAL PROPERTY LOCATED WEST OF U.S. HIGHWAY ONE AND SOUTH OF PGA BOULEVARD (F/K/A "NORTH PALM BEACH MARKETPLACE"), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS, SPECIFICATION, WAIVERS AND CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING PROCEDURES FOR FUTURE MODIFICATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CF02 Palm Beach III, L.P. ("Applicant" or "Property Owner"), the owner of approximately 10.65 acres of real property located at 11241 U.S. Highway One, filed an application for approval of a Commercial Planned Unit Development pursuant to Section 45-35.1 of the Village Code of Ordinances; and

WHEREAS, the Village's Planning Commission formerly approved a site plan for the Property, which is currently platted and developed as a commercial shopping center and known as North Palm Marketplace; and

WHEREAS, the Property is currently zoned C-1 Neighborhood Commercial and has a future land use designation of Commercial; and

WHEREAS, the Property Owner seeks to modify the approved site plan for the property by upgrading the architectural features, reconfiguring and enhancing the entryway and revising and modernizing the approved signage program; and

WHEREAS, the Village Council determines that the Planned Unit Development application is consistent with the Village's Comprehensive Plan and meets each of the applicable requirements set forth in Section 45-35.1 of the Village Code of Ordinances; and

WHEREAS, the Village Council wishes to approve the creation of the Planned Unit Development in accordance with the plans and specifications submitted by the Applicant, subject to the approved modifications or "waivers" to the Village's land development regulations and the conditions of approval imposed by the Village; and

WHEREAS, the Village Council determines that approval of this Ordinance is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby creates a commercial Planned Unit Development ("PUD") to be known as the "Shoppes at City Centre" on approximately 10.65 acres of real property located at 11241 U.S. Highway One, west of U.S. Highway One and south of PGA Boulevard, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 3. The Applicant shall develop the Shoppes at City Centre PUD in accordance with the following plans and specifications on file with the Village's Community Development Department:

- A. Site Plan, prepared by Urban Design Kilday Studios, dated November 8, 2010, Sheet SP-1 ("Site Plan").
- B. Landscape Plan, prepared by Urban Design Kilday Studios, dated November 8, 2010, One (1) sheet.
- C. Building Elevations and Floor Plan, prepared by Glidden Spina & Partners, dated September 23, 2010, Sheets A-1 through A-3.
- D. Shoppes at City Centre Master Sign Program/Sign Criteria, prepared by Urban Design Kilday Studios, dated October 14, 2010, four (4) pages.
- E. Building Elevation Color Identification Graphic, prepared by Aida Color and Motion Magic Graphics, undated, One (1) sheet.
- F. Monument Sign Elevations and Colors, prepared by Aida Color and Motion Magic Graphics, undated, One (1) sheet.

Section 4. In approving the Shoppes at City Centre PUD, the Village Council hereby grants the following minor modifications or "waivers" from the requirements of the Village's land development regulations:

- A. Waiver from Section 6-115(c)(1) of the Village Code of Ordinances to allow for two (2) additional monument signs on the property for a total of three (3) monument signs. Code allows for one (1) monument sign.
- B. Waiver from Section 6-115(c)(2) of the Village Code of Ordinances to allow tenant signs to be located twenty-one (21) feet above grade for Major Tenant A and B. Code allows for signs to be placed eighteen (18) feet above grade.
- C. Waiver from Section 6-115(c)(2) of the Village Code of Ordinances to allow the shopping center identification sign to be located twenty-one (21) feet above grade. Code allows for signs to be placed eighteen (18) feet above grade.

- D. Waiver from Section 6-115 (c)(1) of the Village Code of Ordinances to allow for fifty-seven (57) square feet of sign area for the main U.S. Highway One monument sign. Code allows for thirty-six (36) square feet of sign area.
- E. Waiver from Section 6-111 of the Village Code of Ordinances to allow for up to six (6) nationally-recognized tenants to use federally-registered signs and logos for their signage. Code does not address national tenant signage.
- F. Waiver from Section 45-33 of the Village Code of Ordinances to allow for the secured outdoor display of kayaks and inflatable boats with motors during business hours in the three locations (totaling 330 square feet) identified on the Site Plan. The Applicant may place one boat rack with three kayaks or inflatable boats in each location (for a total of nine kayaks or inflatable boats). The maximum height of such displays shall be ten (10) feet. Code does not allow outdoor display within the zoning district.
- G. Waiver from Section 45-33 of the Village Code of Ordinances to allow for the permitted use of a pharmacy with a drive-through in the area identified on the Site Plan. While a pharmacy is a permitted use within the zoning district, the Code does not address a pharmacy with a drive-through.
- H. Waiver from Section 27-63 of the Village Code of Ordinances, which requires one tree per fifty (50) feet of linear frontage along a public right-of-way. Waiver is requested to allow for a wider project entrance to enhance accessibility to the Property.

Section 5. To the extent not modified in Section 4 above, the Applicant shall develop, operate and maintain the Property in accordance with all Village Code requirements. The Village Council's approval of the Shoppes at City Centre Planned Unit Development is subject to the following additional conditions:

- A. Separate site improvement permits and applications shall be required for: (1) paving, grading, drainage, water and sewer improvements; (2) site lighting; (3) landscaping; and (4) irrigation.
- B. Applicant shall coordinate and receive approval from the Florida Department of Transportation prior to closing any public sidewalks on U.S. Highway One for construction purposes.
- C. Prior to the issuance of a Certificate of Occupancy for the buildings, all roof top and ground mounted mechanical equipment shall be screened from view with materials approved by the Village.
- D. Any newly installed utility services and service revisions shall be located underground.
- E. Any outdoor seating for existing restaurants or future tenants shall comply with Section 45-36(Q) of the Village Code of Ordinances.

- F. Any minor or major amendments to the Site Plan must comply with Section 45-35.1 of the Village Code of Ordinances.
- F. The construction of the future pharmacy with drive-through referenced in Section 4.G above shall require a Site Plan Amendment in accordance with Article III of Chapter 6 of the Village Code of Ordinances. The Applicant shall also be required to meet all applicable concurrency and permitting requirements for construction of the pharmacy with drive-through.
- G. The outdoor display of kayaks and inflatable boats during business hours referenced in Section 4.F above shall, at all times, be maintained in a neat, clean and orderly manner.
- H. The Shoppes at City Centre PUD shall be unified under title as an indivisible building site and shall be considered as one parcel of land in that no portion of this parcel shall be separately sold, transferred, devised or assigned except in its entirety. Should the Property Owner or its successor in interest wish to convey any portion of the PUD to a third party, the Property Owner or its successor shall, prior to making any such conveyance: (1) subject the entire PUD to a unity of control in the form of a declaration of condominium or declaration of covenants, restrictions and conditions requiring membership in a property owner's association; and (2) obtain the written approval of the unity of control from the Village of North Palm Beach. The Property Owner shall file a written declaration reflecting this requirement in the public records of Palm Beach County in a form approved by the Village Attorney.
- I. In granting this approval, the Village Council relied upon the oral and written representations of the Applicant both on the record and as part of this application process. Any deviation from such representations shall be considered a violation of this Ordinance.

Section 6. The Applicant shall construct all of the improvements identified in the plans and specifications listed in Section 3 above within one (1) year of the effective date of this Ordinance. The Village Council may grant one additional one (1) year extension to this build-out date by resolution without the need to amend this Ordinance. In the event the improvements are not completed within the specified timeframe, the Property shall be governed by the existing North Palm Marketplace site plan approval.

Section 7. A violation of any of the requirements or conditions of this Ordinance shall be enforced in the same manner as a violation of a Code provision or ordinance in accordance with Article IV of Chapter 2 of the Village Code of Ordinances.

Section 8. The Village Council may approve minor modifications to the Planned Unit Development by resolution without the necessity of review by the Planning Commission, advertisement or public hearing. The following modifications shall not be considered minor:

- A. Any increase in the total square footage or the footprint of any principal structure;
- B. Any change in access to the Property;

- C. Any variance to the C-1 zoning regulations or additional waiver to the Village's land development regulations;
- D. Any increase in height to the buildings located on the Property; or
- E. Any relocation of parking areas resulting in a net reduction in the total number of parking spaces.

Section 9. Each of the conditions and requirements of this Ordinance shall be binding upon the Applicant and its successors in interest or assigns and shall be deemed covenants running with the land. The written declaration referenced in Section 5.G above shall include a statement that the Property shall be developed in accordance with the conditions and requirements of this Ordinance.

Section 10. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 11. All ordinances, resolutions or prior development permits or approvals relating to the Property in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 12. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 18th DAY OF NOVEMBER, 2010.

PLACED ON SECOND, FINAL READING AND PASSED THIS 9th DAY OF DECEMBER, 2010.

(Village Seal)

  
MAYOR

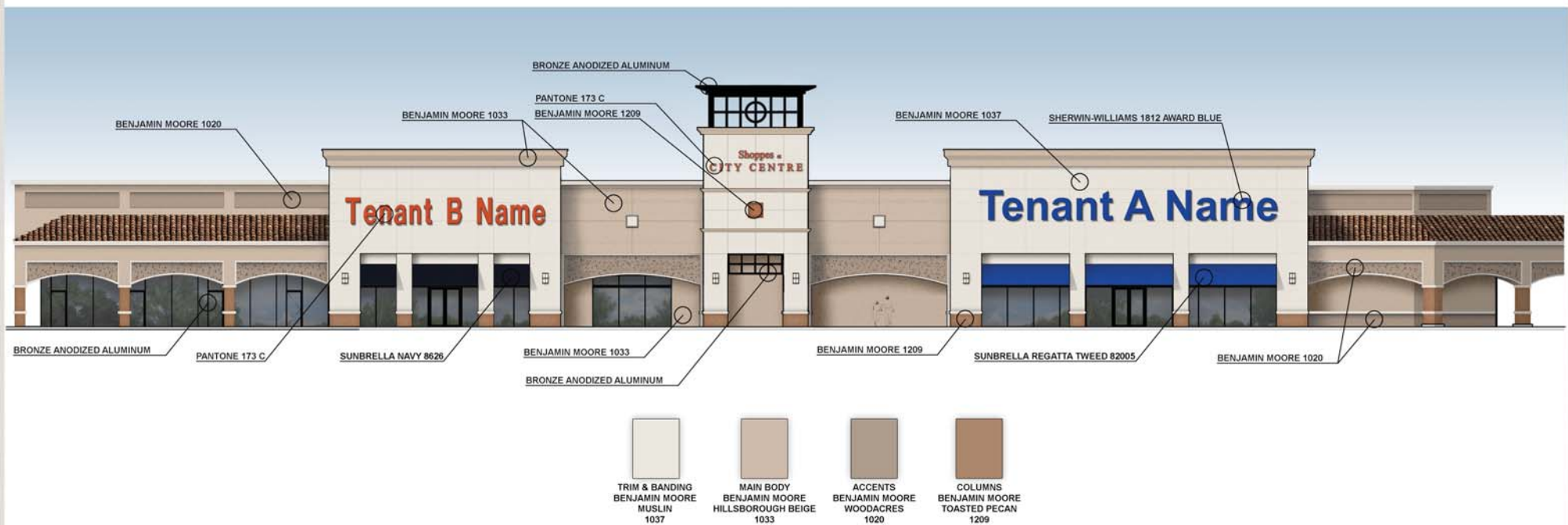
ATTEST:

  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
VILLAGE ATTORNEY

## 2010 Approved Colors



MOTION MAGIC GRAPHICS

# SHOPPES AT CITY CENTRE

AIDA  
COLOR





Edward Paulino  
(561) 214-2152 • [edward.paulino@sherwin.com](mailto:edward.paulino@sherwin.com)



## Proposed Colors



**SW 7626**  
**Zurich White**

Body

**SW 7019**  
**Gauntlet Gray**

Accent

**SW 7016**  
**Mindful Gray**

Accent 2