



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JULY 13, 2023
7:00 PM

David B. Norris
Mayor

Susan Bickel
Vice Mayor

Darryl C. Aubrey
President Pro Tem

Mark Mullinix
Councilmember

Deborah Searcy
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

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

APPROVAL OF MINUTES

- 1.** Minutes of the Regular Session held June 22, 2023

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.

- 2. 2023 LEGISLATIVE SESSION UPDATE - Senator Bobby Powell, District 24**

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.

3. **RESOLUTION** – Approving the purchase of Police Department Radio Equipment and Accessories from Communications International, Inc. at a total cost of \$39,866.84; and authorizing the Village Manager to take all actions necessary to effectuate the purchase.
4. Receive for file Minutes of the Planning Commission meeting held 11/01/22.
5. Receive for file Minutes of the Planning Commission meeting held 12/06/22.
6. Receive for file Minutes of the Planning Commission meeting held 2/14/23.
7. Receive for file Minutes of the Planning Commission meeting held 3/7/23.
8. Receive for file Minutes of the Library Advisory Board meeting held 5/23/23.
9. Receive for file Minutes of the Business Advisory Board meeting held 6/20/23.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

10. PUBLIC HEARINGS AND 2ND READINGS OF ORDINANCES 2023-05 AND 2023-06

ORDINANCE 2023-05 – COMPREHENSIVE PLAN AMENDMENT – FUTURE LAND USE ELEMENT
Consider a motion to adopt and enact on second reading Ordinance 2023-05 amending the Future Land Use Element of the Village of North Palm Beach Comprehensive Plan to facilitate redevelopment.

ORDINANCE 2023-06 – CODE AMENDMENT – C-3 REGIONAL BUSINESS DISTRICT ZONING REGULATIONS
Consider a motion to adopt and enact on second reading Ordinance 2023-06 amending Article III, "District Regulations," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-34.1 to revise the zoning regulations for the C-3 Regional Business District to facilitate redevelopment and provide for a new Planned Unit Development Procedure; Amending Section 45-35.1, "Planned Unit Development," to allow for use by properties within the C-3 Zoning District under specified circumstances; Amending Article VII, "Nonconforming Uses of Land and Structures," by amending Section 45-65 to remove a reference to the C-3 Zoning District; amending Article VIII, "Landscaping," by amending Sections 45-90, "Landscape Requirements for Site Perimeters," and Section 45-91, "Landscape Requirements for Base of Foundation," to modify the requirements for the C-3 Zoning District.

11. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-10 – ARTIFICIAL TURF/SYNTHETIC GRASS**
Consider a motion to adopt and enact on second reading Ordinance 2023-10 amending Article III, "District Regulations," of Appendix C (Chapter 45) of the Village Code of Ordinances by adopting a new section Section 45-29, "Artificial Turf/Synthetic Grass;" providing for permitted locations; providing for material standards and specifications; providing regulations for installation, maintenance and repair.

OTHER VILLAGE BUSINESS MATTERS

12. **MOTION – CONFIRMATION OF DEPUTY VILLAGE CLERK APPOINTMENT**
Consider a motion to confirm the appointment of Philippa Davis as Deputy Village Clerk.
13. **RESOLUTION – DONATION POLICY**
Consider a motion to adopt a resolution adopting a Donation Policy for the Village.

- 14. RESOLUTION – PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE** Consider a motion to adopt a resolution accepting a proposal from First Florida Insurance Brokers to provide Property, Casualty and Workers' Compensation Insurance through Public Risk Management of Florida for Fiscal Year 2024 at a total estimated cost of \$951,436; and authorizing Village Administration to take all actions necessary to implement such coverage.

COUNCIL AND ADMINISTRATION MATTERS

- 15. MOTION** – Designating a voting delegate for the Florida League of Cities Conference

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 16.** Lakeside Park Update

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.



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 22, 2023**

Present:

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

Absent:

Susan Bickel, Vice Mayor
Deborah Searcy, Councilmember

ROLL CALL

Mayor Norris called the meeting to order at 7:00 p.m. All members of Council were present except for Vice Mayor Bickel and Councilmember Searcy who were out of town. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Norris gave the invocation and President Pro Tem Aubrey led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held June 8, 2023 were approved as written.

STATEMENTS FROM THE PUBLIC

Gina A. Levesque, CFE of the Palm Beach County Commission on Ethics gave an annual overview and information regarding the importance of ethics in local government and discussed the practices and purpose of the Palm Beach County Commission on Ethics as well as where to find information on ethics and contact information.

Chris Ryder, 118 Dory Road S, expressed concern that Ms. Levesque was given the opportunity to speak before he could come up to speak on public comment. Mr. Ryder continued where he left off from his overview of changes that were made to the Village code during the spring of 2020.

Jack Baldwin, 753 Lagoon Drive, expressed his concerns regarding vehicles parking in swales.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

**PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-09 CODE
AMENDMENT – C-MU US-1 MIXED USE DISTRICT**

A motion was made by President Pro Tem Aubrey and seconded by Councilmember Mullinix to adopt and enact on second reading Ordinance 2023-09 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-31, “C-MU US-1 MIXED USE DISTRICT,” TO PROVIDE ADDITIONAL SETBACKS FOR THE PROTECTION AND PRESERVATION OF THE VILLAGE’S RESIDENTIAL SINGLE-FAMILY NEIGHBORHOODS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Community Development Director Caryn Gardner-Young stated that the ordinance was being presented for a second reading and began a presentation on the C-MU Zoning Text Amendment. Mrs. Gardner-Young discussed and explained that staff was requesting to provide additional building setbacks for the C-MU Zoning District based upon building height to address unforeseen and unintended consequences of changes to state law. Mrs. Gardner-Young continued by stating that proposed text language was added since the first reading of the ordinance which read “These setbacks shall apply wherever height limitations are depicted on the regulating plan (figures 1-4)”. Mrs. Gardner-Young explained that the maximum height in the C-MU was four (4) stories and that a waiver could be requested to allow five (5) stories on land north of Anchorage. Mrs. Gardner-Young gave an example of what the setbacks would be for buildings between three (3) and eight (8) stories. The proposed language was reviewed and determined to be consistent with the Village’s Comprehensive Plan. Staff was recommending approval of the proposed ordinance and the Planning Commission was also recommending approval but recommended that the Village Council consider a longer setback of seventy-five (75) feet. Mrs. Gardner-Young stated that Village Council recommended approval of the ordinance on first reading as presented by Village staff with the Village Attorney to determine if a longer rear setback is possible and clarifying the rear setback.

Mr. Rubin discussed and explained the proposed seventy-five (75) foot setback.

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

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-09 passed with all present voting aye.

ORDINANCE 2023-10 CODE AMENDMENT – ARTIFICIAL TURF/SYNTHETIC GRASS

A motion was made by President Pro Tem Aubrey and seconded by Councilmember Mullinix to adopt on first reading Ordinance 2023-10 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 45-29, “ARTIFICIAL TURF/SYNTHETIC GRASS,” PROVIDING FOR PERMITTED LOCATIONS; PROVIDING FOR MATERIAL STANDARDS AND SPECIFICATIONS; PROVIDING REGULATIONS FOR INSTALLATION, MAINTENANCE

ORDINANCE 2023-10 CODE AMENDMENT – ARTIFICIAL TURF/SYNTHETIC GRASS
continued

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

Mrs. Gardner-Young began a presentation regarding the proposed artificial turf text amendment. Mrs. Gardner-Young explained that Village staff and residents were requesting to adopt a new section in the Village code addressing the ability of residents to install artificial turf/synthetic grass on their private property. Mrs. Gardner-Young stated that the current code was silent to artificial turf/synthetic grass. Mrs. Gardner-Young reviewed and discussed the advantages and disadvantages of artificial turf. The proposed language was reviewed and determined to be consistent with the Village's Comprehensive Plan. Staff was recommending approval of the proposed ordinance to establish regulatory guidelines to set limitations on artificial turf usage to fit within the Village's values, address installation standards, and create a permitting process. The Planning Commission recommended approval of the ordinance as presented by Village staff but to remove the sunset provisions, coverage percentage and permit only sand and organic infill.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns regarding artificial turf and gave her recommendations for alternatives.

Discussion ensued between Mr. Rubin and Councilmembers regarding conflicting language in the ordinance regarding the requirement of the artificial material manufactured of polyethylene monofilament and the restriction of indoor or outdoor plastics in the ordinance.

Mr. Rubin and Mrs. Gardner-Young clarified and stated that the reference to polyethylene monofilament was a reference from ordinances of other municipalities and the prohibition of indoor or outdoor plastics intended to prohibit plastic or nylon carpeting as a replacement for properly manufactured artificial turf.

Discussion ensued between Mr. Rubin and Councilmembers regarding recommendations for clarifying language in the proposed ordinance.

Thereafter, the motion to adopt on first reading Ordinance 2023-10 passed with all present voting aye.

CONSENT AGENDA APPROVED

Councilmember Mullinix moved to approve the Consent Agenda. President Pro Tem Aubrey seconded the motion, which passed with all present voting aye. The following items were approved:

Resolution approving a Federally Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management for the receipt of FEMA Grant Funds for costs and damages incurred during Hurricane Nicole; and authorizing the Village Manager to execute the agreement on behalf of the Village.

Resolution approving the Sole Source purchase of a complete E-Key System from the Knox Company for use by the Fire Rescue Department at a total cost of \$49,686.49; and authorizing the Village Manager to execute the required agreement and take all steps necessary to effectuate the purchase.

Resolution approving a Blanket Purchase Order for various Village departments with Precision Landscape Company of Palm Beach County, Inc. in an amount not to exceed \$150,000; for miscellaneous landscaping and grounds maintenance services.

CONSENT AGENDA APPROVED *continued*

Receive for file Minutes of the Golf Advisory Board meeting held 5/8/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 5/9/23.

RESOLUTION 2023-48 – COMMUNITY CENTER SOD AND SOIL REPLACEMENT & NEW FIELD IRRIGATION CONTRACT

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Aubrey to adopt Resolution 2023-48 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM HAVERLAND AG INNOVATIONS, INC. TO REPLACE SOD AND SOIL DAMAGED BY THE TORNADO AND PROVIDE NEW FIELD IRRIGATION AT THE COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman discussed and explained the purpose of the resolution. The Community Center grounds experienced significant tornado damage and as a result needed sod, soil and irrigation replacement. Staff was recommending the acceptance of the proposal submitted by Haverland Ag Innovations, Inc. to replace sod, soil and provide new field irrigation in an amount not to exceed \$171,737.36.

Thereafter the motion to adopt Resolution 2023-48 passed with all present voting aye.

RESOLUTION 2023-49 – COMMUNITY CENTER NEW ATHLETIC FIELD AND BASKETBALL COURT LIGHTING CONTRACT

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Aubrey to adopt Resolution 2023-49 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF NEW ATHLETIC FIELD AND BASKETBALL COURT LIGHTING AT THE COMMUNITY CENTER TO REPLACE TORNADO DAMAGED SYSTEMS UTILIZING PRICING ESTABLISHED IN AN EXISTING SOURCEWELL AGREEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Sherman discussed and explained the purpose of the resolution. The Community Center grounds experienced significant tornado damage and as a result needed replacement of lighting for the athletic fields and basketball court. Staff was recommending the acceptance of a proposal from Musco Sports Lighting, LLC to purchase and install new athletic field and basketball court LED lighting at a total cost not to exceed \$443,028.

Thereafter the motion to adopt Resolution 2023-49 passed with all present voting aye.

RESOLUTION 2023-50 – POLICE VEHICLES PURCHASE

A motion was made by President Pro Tem Aubrey and seconded by Councilmember Mullinix to adopt Resolution 2023-50 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF FOUR CHEVROLET TAHOE SPORT UTILITY POLICE PATROL VEHICLES FROM DUVAL CHEVROLET PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFFS ASSOCIATION CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CITY OF MIAMI CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works Director Chad Girard explained that the purpose of the resolution was to purchase four (4) Police Department Patrol vehicles. During the Fiscal Year 2024 budgetary process, the Police Department identified the need for vehicles and as a result of limited supply, staff was requesting that the vehicles be procured prior to Fiscal Year 2024 utilizing funds held in the Village's Special Projects Fund and purchased at a total cost of \$263,796.

Thereafter the motion to adopt Resolution 2023-50 passed with all present voting aye.

RESOLUTION 2023-51 – POLICE BOAT ENGINES PURCHASE

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Aubrey to adopt Resolution 2023-51 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF TWO MERCURY OUTBOARD ENGINES FOR THE POLICE DEPARTMENT'S MARINE2 PATROL BOAT FROM NICK'S CREATIVE MARINE, INC.; WAIVING THE VILLAGE'S PURCHASING POLICIES; AUTHORIZING THE SURPLUS OF THE EXISTING ENGINES; AND PROVIDING FOR AN EFFECTIVE DATE.

Police Chief Richard Jenkins explained that the engines in the Marine 2 patrol boat were out of warranty and in need of replacement.

Thereafter the motion to adopt Resolution 2023-51 passed with all present voting aye.

COUNCIL AND ADMINISTRATION MATTERS

MOTION – Designating a voting delegate for the Florida League of Cities Conference.

Discussion ensued between Councilmembers regarding the designation of a voting delegate for the Florida League of Cities Conference that would be taking place in August.

Council came to consensus to postpone the motion to the next Council meeting on July 13.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Mullinix asked if it were possible to increase the number of golf memberships available at the Country Club.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Discussion ensued between Head Golf Professional Alan Bowman and Councilmembers regarding the possibility of increasing golf memberships.

Mayor Norris asked if parking in the swales would be addressed.

Mr. Huff stated that he and Mrs. Gardner-Young were working on an ordinance for restricting parking in swales and would be bringing the item back to a future meeting for consideration.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff announced that the next Fourth of July event would be taking place at the Country Club.

Mr. Huff asked Assistant Public Works Director Jamie Mount to give an update on the repairs of the U.S. Highway 1 Bridge, and Prosperity Farms Road Bridge.

Mr. Mount gave an update on two (2) bridge projects within the Village. Mr. Mount explained that the U.S. Highway 1 Bridge was the responsibility of the Florida Department of Transportation and the Prosperity Farms Road Bridge was the responsibility of Palm Beach County. Mr. Mount stated that the letting date for the U.S. Highway 1 Bridge was September 27, 2023. The letting is the opening of bids and selection of a proposal. The start date for the U.S. Highway 1 Bridge was scheduled for February 2024.

Mr. Huff stated that the duration of the project for the U.S. Highway 1 Bridge would be approximately eighteen (18) months. The bridge would not be closed during the construction.

Councilmember Mullinix asked if both bridges would be under construction at the same time.

Mr. Mount stated that Palm Beach County has not provided construction dates for the Prosperity Farms Road Bridge and that they were currently in the permitting stages of the project. Mr. Mount stated that he would follow up with Palm Beach County to see if he can get an estimated time frame for the start of the bridge project.

Discussion ensued between Mr. Mount, Mr. Huff and Councilmembers regarding the projected dates for the U.S. Highway 1 Bridge, and Prosperity Farms Road Bridge.

Council requested that the construction on the two (2) bridges not take place at the same time.

Mr. Mount stated that he would communicate Council's request to FDOT and Palm Beach County.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:19 p.m.

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: The Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Rick Jenkins, Police Chief

DATE: July 13, 2023

SUBJECT: **RESOLUTION – Approving the purchase of Police Radio Equipment and Accessories from Communications International, Inc. pursuant to pricing established in an existing Hillsborough County Sheriff’s Office Contract**

Village Staff is recommending Village Council consideration and adoption of the attached Resolution approving the purchase of police radio equipment and accessories from Communications International, Inc. This purchase includes six (6) radios for police vehicles, portable radio equipment and installation.

Background:

The Police Department utilizes police radio equipment as a means of receiving and transmitting assignments, requesting assistance, broadcasting emergency messages, and coordinating field activities.

Purchasing:

The attached quote from Communications International, Inc. is based in pricing established in an existing Contract with the Hillsborough County Sheriff’s Office (ITB No. 15-20).

As this purchase exceeds \$25,000.00 and is less than \$50,000, the Village’s purchasing policies and procedures require approval by the Village Council on the consent agenda. There are adequate funds in the budget to cover this purchase. This is not a capital purchase and does not require the use of CIP funds.

Funding:

Department	Account Number	Account Description	Amount
Police	A5711-34660	R & M P.A. Comm. Systems	\$39,866.84

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 approving the purchase of Police Department radio equipment and accessories from Communications International, Inc. pursuant to pricing established in an existing Hillsborough County Sheriff’s Office Contract at a total cost of \$39,866.84, with funds expended from Account No. A5711-34660 (Police Department – Repair and Maintenance Communications Systems), in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF POLICE DEPARTMENT RADIO EQUIPMENT AND ACCESSORIES FROM COMMUNICATIONS INTERNATIONAL, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING HILLSBOROUGH COUNTY SHERIFF'S OFFICE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department requested the purchase of six (6) radios for police vehicles, portable radio equipment and installation from Communications International, Inc. pursuant to pricing established in an existing Hillsborough County Sheriff's Office Contract (ITB No. 15-20); 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 six (6) radios for police vehicles, portable radio equipment and installation from Communications International, Inc. pursuant to pricing established in an existing Hillsborough County Sheriff's Office Contract (ITB No. 15-20) at a total cost of \$39,866.84, with funds expended from Account No. A5711-34660 (Police Department – R & M Communication Systems). The Village Council further authorizes the Village Manager to take all actions necessary to effectuate the purchase.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Communications International, Inc.
4450 US Highway 1
VERO BEACH, FL 32967

Quotation

Page	1 of 4
Quotation ID	QO0026238
Date	06/12/2023
Expiration date	07/07/2023
Terms	N30
Requested By	
Salesperson	Mikkie Etienne
Phone	(561) 688-0330
E-mail	metienne@ask4ci.com

Bill to

Village Of North Palm Beach
560 US Hwy 1
NORTH PALM BEACH, FL 33408

Delivery address

Village of North Palm Beach
560 US Hwy 1
NORTH PALM BEACH, FL 33408

NPBPD XG-75M FY23 Installs
Pricing per HCSO Contract RFP 15-20

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX (4) Marked Patrol Veh. Pricing per HCSO Contract RFP 15-20	4.00	2,510.00	28%	1,807.20	7,228.80
MAMW-PKGNT	Feature Package,OpenSky & P25 Trunked	4.00	1,750.00	5%	1,662.50	6,650.00
MAMW-NPL3V	Feature, 64B-DES Encryption	4.00	425.00	5%	403.75	1,615.00
MAMW-NPL3R	Feature, Max(1024+) Sys/Grp Option	4.00	0.01	0%	0.01	0.04
MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1.00	0.01	0%	0.01	0.01
MAMW-NCP9F	Control Unit, CH-721, System, Remote Mount	4.00	900.00	28%	648.00	2,592.00
MAMW-NZN7R	M7300 Remote Mount Accessory Kit	4.00	360.00	28%	259.20	1,036.80
MAMW-NMC9D	Microphone,Noise Canceling,CH-721 CU (MC103334051)	4.00	160.00	28%	115.20	460.80
MB8U	MOUNT, 3/4", RG58U, NO CONN	4.00	23.23	10%	20.91	83.63
TRAB7603	760-870 Phantom Antenna, Black	4.00	66.91	10%	60.22	240.88
RFT12022T	TNC Male Crimp Connector for RG-58U	4.00	5.77	10%	5.19	20.77
	Troy : FP-ERIC-KRY-RD 3" Faceplate L3Harris CH-721	4.00	50.00	0%	50.00	200.00
	Misc Install Materials (\$25 per Veh.)	4.00	25.00	0%	25.00	100.00

Quotation

Page 2 of 4
Quotation ID QO0026238
Date 06/12/2023
Expiration date 07/07/2023

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
	Labor - Setup (1.5 Hours per Radio)	6.00	0.00	0%	0.00	0.00
	Labor - Install (3 Hrs per Veh.) Standard Rear Mount Install	12.00	0.00	0%	0.00	0.00
MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX Unmarked Admin Veh. Specialty install (Side of center console, passenger) Pricing per HCSO Contract RFP 15-20	1.00	2,510.00	28%	1,807.20	1,807.20
MAMW-PKGNT	Feature Package,OpenSky & P25 Trunked	1.00	1,750.00	5%	1,662.50	1,662.50
MAMW-NPL3V	Feature, 64B-DES Encryption	1.00	425.00	5%	403.75	403.75
MAMW-NPL3R	Feature, Max(1024+) Sys/Grp Option	1.00	0.01	0%	0.01	0.01
MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1.00	0.01	0%	0.01	0.01
MAMW-NCP9F	Control Unit, CH-721, System, Remote Mount	1.00	900.00	28%	648.00	648.00
MAMW-NZN7R	M7300 Remote Mount Accessory Kit	1.00	360.00	28%	259.20	259.20
MAMW-NMC9D	Microphone,Noise Canceling,CH-721 CU (MC103334051)	1.00	160.00	28%	115.20	115.20
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	23.23	10%	20.91	20.91
TRAB7603	760-870 Phantom Antenna, Black	1.00	66.91	10%	60.22	60.22
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	5.77	10%	5.19	5.19
	Misc Install Materials (\$25 per Veh.)	1.00	25.00	0%	25.00	25.00
	Labor - Setup (1.5 Hours per Radio)	1.50	0.00	0%	0.00	0.00
	Labor - Install (3 Hrs per Veh.) Standard Rear Mount Install	3.00	0.00	0%	0.00	0.00
MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX Brinx Armored Truck for SWAT - Handheld Controller & 2 Speakers (front and back) Pricing per HCSO Contract RFP 15-20	1.00	2,510.00	28%	1,807.20	1,807.20
MAMW-PKGNT	Feature Package,OpenSky & P25 Trunked	1.00	1,750.00	5%	1,662.50	1,662.50
MAMW-NPL3V	Feature, 64B-DES Encryption	1.00	425.00	5%	403.75	403.75
MAMW-NPL3R	Feature, Max(1024+) Sys/Grp Option	1.00	0.01	0%	0.01	0.01

Quotation

Page 3 of 4
Quotation ID QO0026238
Date 06/12/2023
Expiration date 07/07/2023

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1.00	0.01	0%	0.01	0.01
MAMW-NCP9P	CONTROL UNIT, HHC-731, XG-75M/M7300	1.00	900.00	28%	648.00	648.00
MAMW-NZN9G	Kit,HHC-731,Installation Accessories	1.00	472.78	28%	340.40	340.40
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	23.23	10%	20.91	20.91
TRAB7603	760-870 Phantom Antenna, Black	1.00	66.91	10%	60.22	60.22
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	5.77	10%	5.19	5.19
LS102824V10	Speaker,Mobile,4 Ohm,OpenSky	1.00	40.00	25%	30.00	30.00
	Labor - setup (1.5 Hours per Radio)	1.50	90.00	0%	90.00	135.00
	Labor - Install (8 hrs per Veh.) Specialty Install SWAT Veh	8.00	0.00	0%	0.00	0.00
CA-009562-030	Cable Assembly, CAN,30 FT Straight-Right	1.00	115.00	25%	86.25	86.25
	Crime Scene P/U Install existing radio (provided by Customer) with all new cables and antenna. Pricing per HCSO Contract RFP 15-20					
CA-012616-001	Cable,DC Power,CH721 Control Unit	1.00	120.00	25%	90.00	90.00
CA-012365-001	Cable,DC Power,M7200/7300/5300	1.00	100.00	25%	75.00	75.00
LS102824V10	Speaker,Mobile,4 Ohm,OpenSky	1.00	40.00	25%	30.00	30.00
MB8U	MOUNT, 3/4", RG58U, NO CONN	1.00	23.23	10%	20.91	20.91
TRAB7603	760-870 Phantom Antenna, Black	1.00	66.91	10%	60.22	60.22
RFT12022T	TNC Male Crimp Connector for RG-58U	1.00	5.77	10%	5.19	5.19
CIIPA2U	Battery,Lithium Polymer, P5400/7300/XG-75	25.00	163.00	15%	138.55	3,463.75
MAEV-NNC5X	Antenna, 764-870 MHz, 1/4 Wave Whip (KRE10115062)	20.00	40.00	25%	30.00	600.00
MAEV-NNC5K	Antenna, 806-870 MHz, Flex End-Fed Gain (KRE10115061)	20.00	30.00	25%	22.50	450.00
V2-10465	Evolution Speaker Mic, Coiled Cord, Antenna, P5300/5400	20.00	272.73	15%	231.82	4,636.41



Quotation

Page	4 of 4
Quotation ID	QO0026238
Date	06/12/2023
Expiration date	07/07/2023

Order Acceptance - Please sign below

Pre-tax Total	\$39,866.84
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Signature

Printed name

Date

***This quotation does not include tax
Applicable taxes will be calculated during invoicing***

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 6.5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoiced upon delivery.

Hillsborough County Sheriff's Office

INVITATION TO BID No. 15-20

800 MHz ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) and 700 MHz DIGITAL P25 COMMUNICATIONS SYSTEMS

Photos: Wikipedia



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**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

INVITATION TO BID No. 15-20

800 MHz ENHANCED DIGITAL SIMULCAST
SYSTEM (EDACS) and 700 MHz DIGITAL P25
COMMUNICATIONS SYSTEMS

DECEMBER 20, 2020

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office
Sheriff's Operations Center, Financial Services Division – Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Heather Brewer, Buyer

☎: (813) 247-0028 ✉: HBrewer@TeamHCSO.com

INSTRUCTIONS TO BIDDERS

Included herein are GENERAL TERMS & CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Bidder must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the BID RESPONSE (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract. READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO BIDDERS

**WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE
AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX.
INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

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EXHIBIT A - D.2	Attached
PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	December 20, 2020
DEADLINE TO SUBMIT BID	January 4, 2021
Award Notification Target Date	January 22, 2021

**HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 EAST 8TH AVENUE
TAMPA, FLORIDA 33605**

SUBJECT: INVITATION TO BID 15-20

BID TITLE: 800 MHZ ENHANCED DIGITAL SIMULCAST SYSTEM (EDACS) AND 700 MHZ
DIGITAL P25 COMMUNICATIONS SYSTEMS

OPENING DATE & TIME: 📅 January 4, 2021 at 🕒 3:00 PM

PLACE: Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the Hillsborough County Sheriff's Office (HCSO) website <https://TeamHCSO.com/Purchasing>.

Bid Overview: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO") for microwave systems (to include Antenna and Tower, as well as UPS and DC systems); 700/800 MHz, EDACS and P25 trunked and conventional simulcast systems, preventive maintenance, maintenance, equipment, repairs, parts, and services. Services and repairs would include, but not be limited to base station equipment, simulcast common control equipment, voting equipment, mobile equipment and portable equipment which will include all accessories and system support equipment. Future P25 systems, Conventional systems, and equipment are to be included in this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART A – GENERAL TERMS & CONDITIONS:

1. **BIDS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid opening) on the outside of the envelope.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When materials, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE (PART D).

2. **BID DELIVERY:** The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service, other courier service, other method of delivery, or a delay caused by any other occurrence. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder with the notation "This Bid was received after the time designated for the receipt and opening of bids".
3. **ON-LINE DOCUMENTS:** The HCSO publishes all procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of vendors desiring to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
4. **TIME FOR CONSIDERATION:** By virtue of bidding the Bidder warrants that all prices quoted in the response shall remain in effect for an evaluation period of 60 calendar days from the date of the bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening date and time.
5. **PRICES:** All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Bidder.

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

6. BID ERRORS: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
8. CLAIMS: The Awarded Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. WHEN TO MAKE DELIVERY: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. BID SUBMITTAL COSTS: Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
12. NO BID: If you do not wish to submit a response to this Bid, please return the STATEMENT OF NON-PARTICIPATION found in this Bid Package. This "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Bidder certifies that all material/items contained in their response meet all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes, and ordinances of the state of Florida and of Hillsborough County. Where such regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

15. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add,

and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

16. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and, effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
17. PROTESTS: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt shall be provided.
 - A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
 - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.
18. PUBLIC ENTITY CRIMES: Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.* does not restrict your submission.
19. PUBLIC RECORDS: Any material submitted in response to this Bid will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon

submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Bidder agrees to comply with §119.0701, *Fla. Stat.* regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a bid must be clearly stated in the Bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone (813) 247-8210 or email at HCSORecords@HCSO.Tampa.FL.US

20. SPECIFICATIONS: The requirements for this Bid include furnishing the services specified in PART C, SPECIFICATIONS. The sites and locations related HCSO's communications systems are listed in ATTACHMENT A.

Chad Chronister,
The Sheriff of Hillsborough County,
a Constitutional Officer of the State of Florida

By:  :7.?-=-12
Cliristina R. Porter, CPA
Chief Financial Officer

21. SIGNATURE OF ACKNOWLEDGMENT:

The General Terms & Conditions outlined above are acknowledged. Our Bid is attached.

Communications International, Inc.

Company Name

Mike Stork

Print Name

Chief Operating Officer

Title



Signature of Company Officer

12/21/2020

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. EACH BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

PART B – SPECIAL PROVISIONS:

1. **COMMUNICATION BETWEEN PARTIES:** All questions in regard to this Bid are to be directed, in writing, to Buyer: Heather Brewer at ✉@ HBrewer@TeamHCSO.com, or by fax 📠 at (813) 242-1851. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

4. **THE VENDOR PACKET:** APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

5. **BIDDER QUALIFICATIONS:**

- A. **Local Facility Requirements:** Bidders will be required to furnish evidence in writing that they maintain permanent places of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.
 - i) A secure full-service repair facility must be provided within a 25-mile radius from 2310 N Falkenburg Road, Tampa, Florida 33619.
 - ii) The local facility must be equipped to provide repair of communications equipment and a special area for staging of system equipment. That facility shall be equipped with a training classroom or other area possibly combined with the staging area for conducting on-site training for communications equipment and systems.
 - iii) The facility shall be equipped with drive-in bays for servicing mobile radio equipment and performance of mobile equipment installations.
 - iv) The facility shall be equipped with secure storage rooms or areas for the security and protection of equipment that is waiting to be delivered, installed or repaired.
 - v) The Awarded Bidder shall have proper tools, gauges, equipment and vehicles to successfully perform work as required. All equipment necessary to perform work under this contract which requires certification with the State of Florida, shall be current. The HCSO reserves the right to require an inspection or demonstration of the materials and/or equipment to be utilized on HCSO equipment at any time, either prior to or after the award of this contract. Any exceptions should be noted in BID Response Section PART D. The Awarded Bidder will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

- B. Business Qualifications: Bidders shall have engaged in business in the Hillsborough County area for a period of not less than the past five (5) years and shall provide references upon request and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously. Bidders shall be L3Harris Corporation authorized sales and service centers for the Hillsborough County, Florida area, due to the proprietary nature of the communications system equipment, software, software support, warranty support and specialized training required.
- C. Personnel Qualifications:
- Bidder shall employ only qualified operators and workmen who are skilled in the performance of the type of work in consideration. Employees working on HCSO premises, within its facilities and/or on its communications equipment may be subject to background checks. Personal references may also be required.
- a.) Technicians must have L3Harris (M/A-Com) certification for EDACS and P25 Simulcast Equipment and Systems with five years' experience in the maintenance of L3Harris (M/A-Com) EDACS and P25 Simulcast Equipment and Systems.
 - b.) The Awarded Bidder must have capable and experienced personnel to properly diagnose and complete repairs. The Awarded Bidder shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training.
- D. Engineering Qualifications and Services: The Bidder must be capable of providing system engineering services for Radio Frequency (RF) System design, RF coverage design and calculations with current RF coverage modeling tools. The Bidder must also be capable of providing Engineered system drawings and / or documentation for both proposed and as-built system replacements or upgrades. The Bidder must have technical personnel who possess either five years of experience with L3Harris microwave equipment, Nokia microwave and Intraplex Multiplex experience or certification.
- E. Turnkey System Implementation: The Bidder must be capable of providing turnkey system implementation and integration solutions.
- F. Professional Services: In addition to the Engineering Servicing listed above, the Bidder must be capable of providing professional services that would include, but not limited to the following:
- i.) System Engineering
 - ii.) Project Management
 - iii.) Site Management
 - iv.) Site Engineering
 - v.) Site Permitting
 - vi.) Vehicle Installers
 - vii.) FCC License Application preparation and processing.

6. SUBCONTRACTING:

The successful Proposer may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the HCSO and Awarded Bidder. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Bidder to retain ultimate liability for all contractual obligations.

7. CERTIFICATE OF INSURANCE:

- A. Worker's Compensation Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Awarded Bidder shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Awarded Bidder. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Bidder shall provide, and cause each Subcontractor to provide adequate insurance, satisfactory to the HCSO, for the protection of its employees not otherwise protected.
- B. Contractors Public Liability and Property Damage Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:
- | | | |
|------|-----------------------|--|
| i.) | Comprehensive General | \$300,000 bodily injury and property damage combined single limit. |
| ii.) | Automobile | \$300,000 bodily injury and property damage combined single limit. |
- C. Professional Liability Insurance: The Awarded Bidder shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:
- | | |
|------|-------------------------------|
| i.) | \$500,000 per occurrence; and |
| ii.) | \$1,000,000 aggregate. |

The policy(ies) shall show Chad Chronister, Sheriff as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff.

The Awarded Bidder shall not commence any work in connection with this Contract until he

has obtained and provided copies of same to the HCSO, nor shall the Awarded Bidder allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. Sixty (60) calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

8. TEST DATA: Forms for annual preventive maintenance shall be presented to the HCSO for approval prior to the commencement of any services. The test data forms shall be consistent in the layout for ease of review and analysis. Sample test data forms are included as part of this RFP for information purposes only and are not necessarily the only forms required for the recording of test data associated with the system alignments and preventive maintenance.
- A. At least 10 days prior to the commencement of the Annual Preventative Maintenance work, the Awarded Bidder shall present the HCSO with the complete alignment and testing procedures for each type of equipment included in the annual PM for review and approval. Also, 10 days prior to the commencement of the Annual Preventive Maintenance work the Awarded Bidder shall present the HCSO with a schedule for review and approval.
 - B. Within 30 days of completion of the system alignment and preventive maintenance, the Awarded Bidder shall provide three (3) sets of test data in hard cover 3-Ring Notebooks. The notebooks shall include a table of contents and associated tabs for each communications site which shall include the completed test data forms for the respective equipment at each site. The Awarded Bidder shall also provide three (3) sets of test data electronically on CD in Word, Excel, PDF or a combination of these files.
 - C. The Certificates of Calibration for the test equipment used for the alignment and testing of the systems shall be included in the notebooks and CD diskette with the test data forms.
 - D. The Annual Preventative Maintenance Document shall include Tabs that include the following information relevant to the communications systems:
 - i.) Calibration Certificates
 - ii.) L3Harris Security Update Management Service (SUMS)
 - iii.) Software Release Notes
 - iv.) Site Equipment Problem Notes and Recommendations
 - v.) Alignment and Test Procedures Utilized for PM & Testing
9. PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND: Prior to execution of the Agreement, the Awarded Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Awarded Bidder.
- A. Surety Company Requirements: The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.

- B. Time of Delivery and Form of Bonds: The Awarded Bidder shall deliver the required bonds to the Hillsborough County Sheriff no later than the date of execution of the Contract.
- C. Bonds: "Performance and Payment Bond" shall be for \$25,000.00 in behalf of the Hillsborough County Sheriff. The bonds shall be written on the Surety Company's standard form.
- D. The Awarded Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of his Power of Attorney, indicating monetary limit of such power.
- E. Alternative Forms of Security: In lieu of the bond required by this section, the Awarded Bidder may file with the HCSO, an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the HCSO.
- F. Release of Bonds: Bonds will be released after all conditions of the contract have been met, final acceptance given, and all inspections have been satisfied and a statement of warranty and release of lien has been issued.
10. BRAND NAMES: The information listed for the equipment and/or materials requested is provided to establish a standard of quality. The HCSO will not allow substitutions to the brand name, model number, or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished with the Bid Response. Any violation of such procedure will be considered cause for rejection of the Bid Response.
11. CONFLICT OF INTEREST: The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.* regarding standards of conduct for public officers, employees of agencies, and local government attorneys.
- No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.
12. AWARD: Award shall be made to the most responsible and responsive Bidder, meeting specifications, price and other factors and shall be made on an ALL-OR-NONE TOTAL OFFER basis.

- A. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
 - B. In the event two (2) or more Bidders have submitted the best bid, preference may be given in the award in the following order. First, to the Bidder who has his/her principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and third, if the Bidders involved are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.
13. BID OPENING: The Bid opening will *not* be open to the public. Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.
- A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Bidders mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "This Bid was received after the time designated for the receipt and opening of bids".
 - B. The HCSO reserves the right to postpone the date for receipt and opening of bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Bidder.
14. CONTRACT PERIOD: The Contract shall be effective for five (5) years from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to five (5) additional two-year periods.
15. ESCALATION/DE-ESCALATION: The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Bidder(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each two (2) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
16. ADDITION/DELETION: The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Bidder's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

17. CANCELATION: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

10 calendar days' written notice with cause, or;
30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

18. ASSIGNMENT: The Awarded Bidder will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
19. DEFAULT: The Contract may be canceled or nullified by the CFO in whole, or in part, by written notice of default to the Awarded Bidder(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Bidder to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Bidders who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.
20. NEXT BEST BIDDER: In the event of a default by the Awarded Bidder, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Bidder shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
21. LOCATIONS: The requirements for this Bid Package include furnishing the services specified herein including, but not limited to the sites and locations listed in Attachment "A." The HCSO reserves the right to add or delete equipment, sites and locations to be serviced under this agreement. If services under contract cannot be fulfilled within the time frame of this requirement, the HCSO's Financial Services Division shall to be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

22. WARRANTY:

- A. The Awarded Bidder will warrant all workmanship for a period of no less than one (1) year.
- B. The Awarded Bidder will warrant services performed to be in direct compliance with all Federal, State, and local laws, ordinances, codes, rules and regulations that in any manner affect this work.
- C. During the warranted period, the Awarded Bidder will restore or remove and replace warranted work to its original specified condition in the event of failure. Awarded Bidder will restore or remove and replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work. Cost of restoration or removal and replacement of warranted work that has failed, Awarded Bidder will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period. Equipment warranty shall be for the period extended by the manufacturer.

23. ESTIMATES: Quantities provided are estimates only and are not binding upon the HCSO or any other of the entities listed above. Quantities given are those of the HCSO only.

Prior to the commencement of the Work, the Awarded Bidder shall provide a written, detailed estimate for all Work for approval by the HCSO Communications Maintenance Manager, hereafter referred to as the Section Manager.

Estimates for repairs shall be inclusive of all labor, travel time, shop supplies and materials including but not limited to the items specified herein. The invoice shall not exceed the written estimate without prior written approval from the Section Manager.

24. RESPONSE TIME AND TIME FOR COMPLETION: All work or repairs shall be completed within 48 hours upon receipt of service call, or less following approval of the estimate. The Awarded Bidder shall respond on-site within 12 hours upon receipt of Emergency Service call. This covers breakdowns of equipment that could affect the operations of the HCSO. The Awarded Bidder must include a time of completion and justification for the time extension in the written estimate. The HCSO reserves the right to use an alternate repair service if the Awarded Bidder cannot complete the Work within an acceptable time frame.25. REPLACEMENT PARTS: Parts supplied by the Awarded Bidder for equipment covered under this Contract shall be as recommended by the respective equipment's manufacturer or an acceptable equivalent. Repairs with non OEM parts or improperly used parts are not acceptable.26. HCSO PROVIDED PARTS AND MATERIALS: The HCSO may require the Awarded Bidder to install parts or materials provided by the HCSO. These parts may be new or used. The Section Manager will coordinate this with the Awarded Bidder as needed. The Awarded Bidder shall charge the Bid Labor Rate for the installation of these parts.27. OUTSIDE REPAIRS: Any resulting award shall not be construed to encompass all repairs to the HCSO systems specified herein. The HCSO reserves the right to have repairs performed by other providers, if necessary, to keep the HCSO in full operation.

28. **HIDDEN DAMAGES:** When hidden damages are discovered after the Work or repairs have commenced, the Awarded Bidder must advise the Section Manager as to the nature and the extent of the hidden damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the Section Manager or his designee.
29. **EMERGENCY:** If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.
30. **INVOICING AND PAYMENTS:** The Awarded Bidder shall invoice the HCSO as work is completed. All invoices must have a unique invoice number and include: shipping location, description and quantity of items shipped or work performed, stock number, unit price the HCSO purchase order or work order number. All invoices must be approved and signed by the Section Manager or designee. Payment shall be made in accordance with §215.422, *Fla. Stat.* which states the Vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.
- A. Invoices shall be emailed to AccountsPayable@HCSO.Tampa.FL.US.
- B. Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at ☒ AccountsPayable@HCSO.Tampa.FL.US or ☎ (813) 247-8276.
31. **EXCEPTIONS TO BID:** All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. All Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response may be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).
32. **INDEMNIFICATION:** The Awarded Bidder will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the

previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

33. **GOVERNMENTAL PURCHASING COUNCILS:** All bids received on this specification shall be considered as proposers to members of the Hillsborough County and Tampa Bay Area Government Purchasing Council. Said members, at their discretion, may utilize this bid. All agencies will issue their own purchase orders, issue payments, and coordinate the service locations with the successful proposer as required, particularly those listed below:

Children's Board of Hillsborough County	Hillsborough Community College
City of Belleair Beach	Hillsborough County Aviation Authority
City of Clearwater	Hillsborough County Board of County Commissioners
City of Dunedin	Hillsborough County Property Appraiser
City of Gulfport	Hillsborough County School Board
City of Indian Rocks Beach	Hillsborough County Supervisor of Elections
City of Largo	Hillsborough County Tax Collector
City of Oldsmar	Manatee County Board of Commissioners
City of Pinellas Park	Pasco County Schools
City of Plant City	Pinellas County Clerk of the Court
City of Safety Harbor	Pinellas County Government
City of Saint Pete Beach	Pinellas County School Board
City of Saint Petersburg	Pinellas County Sheriff
City of Tampa	Pinellas Suncoast Transit Authority
City of Tampa Housing Authority	Saint Petersburg College
City of Tarpon Springs	State Attorney's Office
City of Temple Terrace	Tampa Airport
City of Treasure Island	Tampa Bay Water
Clerk of Circuit Court of Hillsborough County	Tampa Palms Community Development District
Expressway Authority	Tampa Port Authority
Hernando County	Tampa Sports Authority
Hillsborough Area Regional Transit Authority	Town of Indian Shores

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PART C – SPECIFICATIONS:**1. IN GENERAL**

The purpose of this Invitation to Bid (Bid) is to describe the requirements of The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("HCSO") for microwave systems (to include Antenna and Tower, as well as UPS and DC systems); 700/800 MHz, EDACS and P25 trunked and conventional simulcast systems, preventive maintenance, maintenance, equipment, repairs, parts, and services. Services and repairs would include, but not be limited to base station equipment, simulcast common control equipment, voting equipment, mobile equipment and portable equipment which will include all accessories and system support equipment. Future P25 systems, Conventional systems, and equipment are to be included in this Agreement.

2. SPECIFICATIONS AND SCOPE OF WORK**Overview of Services Required****I. Annual Alignment and Preventive Maintenance Service**

- a. Microwave System
- b. MPLS Network
- c. Multiplex Equipment
- d. 800 MHz EDACS Trunked Simulcast Station Equipment
 - i. Simulcast Equipment
 - ii. Voting Equipment
 - iii. Transmitter Combiners
 - iv. Receiver Multicouplers
 - v. Tower Top Amplifiers
 - vi. Antenna Systems
- e. 700 MHz P25 Trunked Simulcast Station Equipment
 - i. Simulcast Equipment
 - ii. Transmitter Combiners
 - iii. Receiver Multicouplers
 - iv. Tower Top Amplifiers
 - v. Antenna Systems
- f. 800 MHz Mutual Aid Conventional Simulcast Equipment
 - i. Simulcast Equipment
 - ii. Voting Equipment
 - iii. Transmitter Combiners
- g. Common Control Equipment
- h. Console Equipment
- i. UHF 450 MHz DMR Radio Equipment and associated accessories at Orient Road Jail and Falkenburg Road Jail
- j. Supply 3 sets of Test Data in Tabbed 3-Ring Notebooks

- k. L3Harris Security Update Management Services (SUMS) for P25/EDACS Equipment and Accessories
- II. Professional Services
 - a. Hourly Rates for Services
 - b. Hourly Rates for Emergency and Non-Emergency Repairs
- III. New Parts & Components
 - a. Boards, Modules and Parts to support communications systems
- IV. New Equipment and Accessories
 - a. Vendor Equipment for Expansion or Replacement
- V. Other Services, Options, Accessories
 - a. Vendor Services, Options and Accessories as required to support the Sheriff's Office communications systems and equipment
- VI. Additional Components and Services
 - a. Component and Services as required supporting the Sheriff's Office communications systems and equipment to be fully described.
- VII. Replacement Spare Parts, Boards & Modules (Refurbished or Exchanged) and Parts for Repair to include items requiring manufacturer or depot repair
 - a. Repair or Exchange of Boards and Modules
 - b. Supply of replacement parts for repairs requested and authorized by Sheriff's Office
 - c. Supply of Refurbished Boards and Modules
- VIII. Services and Equipment to Provide Turnkey System Reconfiguration and Upgrades
 - a. Services and Equipment as required to support the Sheriff's Office for reconfiguration of communications systems and upgrade of communications systems or equipment. Types of Services and Equipment to be fully described.

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Details of Microwave System, 700MHz and 800 MHz Communications System Preventative Maintenance

Preventive Maintenance, for the purposes of this document is defined as to establish consistent practices designed to improve the performance and safety of the equipment at HCSO property, which shall include all alignments, adjustments and recording of all measurements before and after adjustments. Material, forms, procedures, etc. provided with this document are intended for reference and to establish the final processes to be agreed upon for the execution of the preventive maintenance for the various systems. All test data will be recorded in mutually agreed forms and format.

The alignment and preventive maintenance work is to be performed during mutually agreeable working hours and schedule. Work is to be performed to minimize the system intrusion and outages. All outages must be scheduled and coordinated through Communications Maintenance so that proper notifications may be made to the system users.

The successful Bidder is to supply all necessary and required test equipment, tools, personnel, transportation and all incidentals for performing the services described in PART C – SCOPE OF WORK. Any exceptions should be noted in BID Response Section PART D. The Contractor will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

The Awarded Bidder is to provide the outline and work description for preventive maintenance of the HCSO communications system and subsystems. This outline and work description is intended to establish the level and type of preventive maintenance that is to be performed. Upon receipt of outline and work description, the HCSO shall approve the plan within 10 working days or provide the Awarded Bidder with additional details to be included in the preventive maintenance work for the microwave systems, 700MHz and 800 MHz Trunked Simulcast systems, 800 MHz Conventional Simulcast systems, conventional systems, site common equipment, Control Point simulcast equipment, Voting equipment, Integrated Multisite Controller, Network Switching Center, Network First Gateway, Remote Console Electronics Controller, Consoles and user equipment.

I. Microwave System

- a. Radio (Nokia Microwave / MDR800 / MPR9500)
 - i. Transmit
 - 1. Frequency
 - 2. Measure & Adjust Transmit Power Output
 - 3. Voltages
 - 4. Test & Verify Hot Standby (Where Installed)
 - 5. Verify All Alarms
 - 6. Verify Operation of all Cooling Fans in RF and MUX Equipment
 - ii. Receive
 - 1. Measure RF Signal Levels

- 2. Calibrate IF Amplifier Output Levels
 - 3. Calibrate Receiver AGC Alarms
 - 4. Verify All Alarms
 - 5. Test Fade Margin
 - 6. AGC & RSL
 - b. Multiplex (INTRAPLEX)
 - i. Check and Set VF Send Levels
 - ii. Check and Set VF Receive Levels
 - iii. Check and Set Digital Levels
 - iv. Verify and Adjust All Attenuator Settings
 - v. Test and Set all Voltages
 - vi. Verify All Alarms
 - vii. Check MUX Loop Switching
 - 1. Check Audio Levels, Phase, Delay, etc.
 - c. RF Combining System
 - i. Check Metering Points
 - ii. Check Alarm Functions
 - d. Antenna Systems
 - i. Check Transmission Lines
 - ii. Check Antenna Systems
 - e. M/W Antenna System
 - i. Check Transmission Lines
 - ii. Check Transmission Lines for Leaks
 - iii. Check M/W Antennas
 - f. Dehydrators
 - i. Perform Checks on Dehydrators
 - ii. Verify Proper Operation
 - g. FARSCAN Alarm System
 - i. Verify Setup of FARSCAN Alarm System
 - ii. Reconfigure Alarms as Required
 - iii. Test and Verify All Alarms
- II. MPLS Network
- a. Voltages
 - i. Test & Verify Hot Standby (Where Installed)
 - ii. Verify All Alarms
 - iii. Verify Operation of all Cooling Fans
- III. 800 MHz EDACS Simulcast Systems
- a. Control Point
 - i. Simulcast Test Equipment & Radio
 - 1. Check Test Equipment
 - 2. Perform Bench Alignment & Test of FMD Test Radio
 - ii. Check and Adjust Audio Phase & Amplitude
 - iii. Check and Adjust Audio & Digital Delays
-

- b. Test & Alarm Unit
 - i. Perform Bench Alignment of Test Radios
 - ii. Verify Proper operation of Test & Alarm Units
- c. Voting
 - i. Analog
 - 1. Check and Adjust Audio Input Levels
 - 2. Check and Adjust Selector Audio Output Levels
 - 3. Check and Set Voter Module Level
 - 4. Check and Set 1950 Hz Status Tone Levels
 - ii. Digital
 - 5. Check and Adjust Levels
 - 6. Verify Software Version in Each Voter
- d. Alarm Laptop Computers
 - i. Verify Setup and Configuration of Alarm Computers
 - ii. Verify All Simulcast Alarm Functions

IV. Switch and Console Equipment

- a. NSC (Network Switching Center)
 - i. Check and Set all Input and Output levels
 - ii. Check Setup of NSC Parameters
- b. Network First Gateway
 - i. Check and Set All Input & Output Levels
 - ii. Check Setup of NFG Parameters
- c. IMC (Integrated Multi-site Controller)
 - i. Check and Set All Input & Output Levels
 - ii. Check and Set Levels on All Conventional Interfaces
 - iii. Check Setup of IMC Manager Parameters
- d. RCEC (Remote Console Electronics Controller)
 - i. Check and Set All Input & Output Levels
 - ii. Check and Set Levels on All Conventional Interfaces
 - iii. Check Setup of RCEC Manager Parameters
- e. C3 Maestro Consoles
 - i. Check and Set All Input & Output Levels
- f. Symphony Consoles
 - i. Check and Set All Input and Output Levels
 - ii. Verify Symphony Software Revisions
- g. CSD (Communications System Director)
 - i. Check and Set All Levels
 - ii. Check Setup of CSD Parameters

V. 700MHz P25 Simulcast Systems

- a. Control Point
 - i. GPS Simulcast Equipment
 - ii. Verify operation of Network Sentry Alarm Monitoring
 - iii. Verify proper operation of GPS Simulcast Equipment

- b. MASTR V Module
 - i. Verify MASTR V Software Revisions
 - ii. Read and Verify Personality of Each MASTR V
- c. Alarm Laptop Computers
 - i. Verify Setup and Configuration of Alarm Computers
 - ii. Verify All Simulcast Alarm Functions

VI. EDACS Simulcast System Equipment

- a. MASTR III EDACS Stations
 - i. Transmitter
 - 1. Check and Set Transmit RF Power Output
 - 2. Check and Set Frequency
 - 3. Align TX Synthesizer Modules
 - 4. Check and Set Transmit High Speed Data Deviation
 - 5. Check and Set Transmit Low Speed Data Deviation
 - 6. Check and Set Transmit Audio Deviation
 - 7. Check and Set Line Audio Input Levels
 - 8. Equalize Transmit Power to Bulkhead
 - 9. (After Transmit Combiner Alignment)
 - ii. Receiver
 - 1. Align Receiver for Optimum Sensitivity
 - 2. Check and Set Line Audio Output Levels
 - 3. Check SINAD Receiver Sensitivity
 - 4. Check and Set Frequency
 - 5. Check Audio Distortion
 - 6. Check and Set Squelch Sensitivity
 - 7. Check IF Bandwidth
 - iii. SitePro
 - 1. Verify SitePro Software Revisions
 - 2. Read and Verify Personality of each SitePro
- b. Control Channel Monitors
 - i. Perform Bench Alignment of ORION Radios
 - ii. Verify Proper Operation of Control Channel Monitor Radios
- c. Test Radios
 - i. Perform Bench Alignment of ORION Radios
 - ii. Verify Proper Operation of Test Radios
- d. GPS Simulcast Equipment
- e. Verify operation of Network Sentry Alarm Monitoring
- f. Verify proper operation of GPS Simulcast Equipment

- VII. Site P25 Simulcast System Equipment
- a. MASTR V P25 Stations
 - i. Transmitter
 - 1. Check and Set Transmit RF Power Output
 - 2. Equalize Transmit Power to Bulkhead
 - 3. (After Transmit Combiner Alignment)
 - 4. Verify Symbol Deviation
 - ii. Receiver
 - 1. Verify the BIT Error rate
 - 2. TTA Performance
 - b. GPS Simulcast Equipment
 - i. Verify operation of Network Sentry Alarm Monitoring
 - ii. Verify proper operation of GPS Simulcast Equipment
- VIII. 800 MHz MUTUAL-AID Conventional Simulcast System
- a. Control Point
 - i. Check and Adjust Audio Phase & Amplitude
 - ii. Check and Adjust Audio Delays
 - b. Voting
 - i. Analog
 - 1. Check and Adjust Audio Input Levels
 - 2. Check and Adjust Selector Audio Output Levels
 - 3. Check and Set Voter Module Level
 - 4. Check and Set 1950 Hz Status Tone Levels
 - c. MASTR III Conventional Stations
 - i. Transmitter
 - 1. Check and Set Transmit RF Power Output
 - 2. Check and Set Frequency
 - 3. Align TX Synthesizer Modules
 - 4. Check and Set Transmit Audio Deviation
 - 5. Check and Set Line Audio Input Levels
 - 6. Equalize Transmit Power to Bulkhead
 - 7. (After Transmit Combiner Alignment)
 - ii. Receiver
 - 1. Align Receiver for Optimum Sensitivity
 - 2. Check and Set Line Audio Output Levels
 - 3. Check SINAD Receiver Sensitivity
 - 4. Check and Set Frequency
 - 5. Check Audio Distortion
 - 6. Check and Set Squelch Sensitivity
 - 7. Check IF Bandwidth

- iii. Transmitter Combiners
 - 1. Realign & Optimize all Transmitter Combiners
 - 2. After Optimization of Combiners, Reset TX PA Power Output
- iv. Receiver Multicouplers
 - 1. Check Gain of Receiver Multicouplers
 - 2. Record Value of Attenuator (If any)
 - 3. Check Loss of All Splitters
 - 4. Check Loss of All Coax Jumper Cables
- v. Tower Top Amplifiers
 - 1. Check Gain of Tower Top Amplifier
 - 2. Check and Record Power Supply Voltage
 - 3. Check and Record Power Supply Current
 - 4. Check All Coax Jumper Cables
- vi. 800 MHz Antennas & Transmission Lines
 - 1. Measure and Record Forward and Reflected Power
 - 2. Sweep All Antennas and Transmission Lines with FDR
 - 3. Provide Printouts of Sweeps
- vii. GPS Frequency Reference (Spectracom)
 - 1. Check Output Levels of Frequency Standard
 - 2. Check External Antenna Alignment and Adjust for Optimum Signal
- IX. Perform Non-Emergency and Emergency Repairs and Service
 - a. Provide Non-Emergency and Emergency Repairs on the microwave systems, 700MHz P25 Simulcast System, 800 MHz EDACS simulcast system, 800 MHz conventional Mutual Aid simulcast system, other conventional systems and associated user equipment as requested and authorized by the HCSO.
- X. Replacement Parts
 - a. Provide Replacement Parts for the microwave systems, L3Harris 700MHz P25 Simulcast system, 800 MHz EDACS simulcast system, 800 MHz conventional Mutual Aid simulcast system, other conventional systems and associated user equipment as requested and authorized by the HCSO. The Vendor shall use OEM retail parts when available.
- XI. Additional Components and Services
 - a. Vendors are invited to submit offers for additional components and services customary for the support of the microwave system, 700MHz, 800 MHz trunked simulcast system, 800 MHz conventional simulcast system, conventional systems and associated user equipment.

TOWER & ANTENNA SYSTEMS MAINTENANCE

The HCSO Communications Maintenance Section is responsible for providing and maintaining the 700/800 MHz radio system for multiple law enforcement and emergency responders within Hillsborough County. The microwave and broadband radio systems operate from multiple telecommunication towers. The awarded Bidder will be responsible for maintaining the towers in accordance with Federal Communication Commission (FCC) and Federal Aviation Authority (FAA) Code of Federal Regulations (CFR) and any other state, local or governing authority's laws, regulations, and policies. It will be the responsibility of the Contractor to be aware of all laws and regulations and to guarantee that HCSO towers and equipment are maintained in accordance with those laws and regulations. The Contractor will be responsible for all Antenna Structure Registrations (ASR) and updates.

Overview of Services Required

- I. Communications Towers, Antenna Systems and Tower Lighting
 - a. Communications Tower Structures
 - i. Annual Inspection of Tower Structures
 - b. Antennas and Microwave Dishes
 - i. Annual Inspection of Antennas and Microwave Dishes
 - ii. Annual Inventory of Antennas and Microwave Dishes
 - c. Antenna and Microwave Mounts
 - i. Annual Inspection of Antenna Mounts
 - d. Transmission Lines
 - i. Annual Inspection of Transmission Lines
 - e. Tower Lights and Lighting Systems
 - i. Annual Inspection of Tower Lights and Lighting Systems
 - f. Installation, Removal and Repair Services
 - i. Installation of Antenna Systems
 - ii. Removal of Antenna Systems
 - iii. Installation of Transmission Lines
 - iv. Removal of Transmission Lines
 - v. Repair Services
 - vi. Emergency Response Services
- II. Communications Tower Structure Requirements

Communications towers (both guyed and self-supporting) are to be inspected annually for maintenance purposes and to extend the useful life of the structures and associated equipment. The inspections are to include tower structures, foundations, anchors, guy wires, fittings, guy wire tension, tower alignment, paint, obstruction marking, antennas, dishes,

transmission lines, grounding and lighting. Detailed written reports shall be prepared and submitted along with digital photos notating discrepancies for each communications tower and associated equipment. Inspections shall include, but not limited to the following conditions or items:

a. General Tower Structure Condition

i. General Conditions

1. Check for bent members
2. Check legs and bracing members
3. Check for loose members
4. Check for missing members
5. Check if climbing facilities, platforms, catwalks are secure & stable
6. Check for loose and/or missing bolts
7. Check for signs of unusual stress or vibration

ii. Structural Items and members

1. Spot Check a minimum of ten (10) bolts on vertical tower members at intervals of approximately twenty-five (25) feet apart on all faces of tower.
2. Record the number of bolts and/or nuts found to be missing
3. Record the percentage of bolts that were checked to be loose
4. Inspect structural members for fractures, bends and faulty welds
5. Check the general condition of the stub (bottom) of tower
6. Particular attention to be given to condition of welds at the following points:
 - a) Guyed tower cantilevered joints above guy level
 - b) Guy lugs and torque arm lugs
 - c) Welds on equalizer plate where it connects to the anchor shaft

iii. Anchors and Foundations

1. Check general conditions
2. Check for protection of exposed concrete
3. Check for cracks or deterioration of concrete
4. Check of any signs or indication of movement
5. Check for brush, trees or overgrowth
6. Check if anchors are fenced or protected
7. Check for sufficient slope to ensure proper water shedding
8. Check if anchor head is clear of earth
9. Check for any evidence of anchor bolt corrosion
10. Check guy plates and rods for bends and fractures
11. Inspect concrete tower foundations for cracking, spalling and settling
12. Check guy anchor foundations for cracking, weathering and creepage
13. Check anchor rod condition below earth (12 inches minimum)
14. Check base of self-supporting tower for proper grouting
15. Check drain holes at base for any obstructions
16. Explain any “unsatisfactory” conditions discovered in the written report

- iv. Guy Wires and Fittings
 - 1. Check general conditions
 - 2. Check connection points (top and bottom)
 - 3. Check that end fittings are secure
 - 4. Check for rust and corrosion
 - 5. Check for corrosion control
 - 6. Check for vibration
 - 7. Check if dampers are in place and secure (if used)
 - a) Check all turnbuckles, slippage and above grade
 - b) Check turnbuckle jam-nut safeties, and cable safeties
 - c) Inspect guy cable clamps for security and slippage
 - d) Check shackles, clevises and thimbles
 - e) Inspect guy wire tails for lashing
 - f) Visually inspect guy wires with binoculars for broken strands or damaged insulators
 - g) Explain any “unsatisfactory” conditions in written report
- v. Guy Wire Tension
 - 1. Check all guy wire tension using industry-accepted method
 - 2. Specify the method used for guy tension measurement
 - 3. Compare tensions to manufacturer specifications
 - 4. When tension checks are made record the following:
 - a) Tension
 - b) Temperature (in degrees Fahrenheit)
 - c) Wind direction
 - d) Wind velocity (in mph)
 - 5. Explain any “unsatisfactory” conditions in written report
- vi. Tower Vertical Alignment
 - 1. Check tower vertical alignment using industry-accepted method
 - 2. Specify method used for checking alignment
 - 3. Record measurements in written report
 - 4. Explain any “unsatisfactory” conditions in written report
- vii. Insulators (if applicable)
 - 1. Check general condition
 - 2. Record type and location of insulators used
 - 3. Check for cracked, broken or damaged insulators
 - 4. Check condition of isolation transformer
 - 5. Check setting of spark gaps
 - 6. Make list of manufacturer, type, and part numbers for future replacement
 - 7. Explain any “unsatisfactory” conditions in written report

- viii. Paint and Obstruction Marking
 - 1. Check general paint conditions
 - 2. Check condition of paint and if tower needs to be repainted
 - 3. Check for paint spatter near surrounding area of tower
 - 4. Check paint and marking for compliance aviation regulations
 - 5. Check for percentage of paint that may be peeling, flaking or fading
 - 6. Check for the visual effectiveness of the paint and markings
 - 7. Explain any “unsatisfactory” conditions in written report

- ix. Surface Condition
 - 1. Check all tower surfaces for rust and corrosion
 - 2. Check cable-bridge, mounting brackets, side arms, clamps, hanger bolts, etc. for rust and corrosion
 - 3. Check for accumulation of water in members
 - a) Check and clear all drain holes
 - 4. Inspect for signs of galvanic action
 - 5. Explain any “unsatisfactory” conditions in written report

- x. Electrical and Lighting Systems
 - 1. Check general condition of electrical and lighting systems
 - 2. Check that all lights are illuminated and working properly
 - 3. Check that strobe lights are properly flashing
 - 4. Check photoelectric controls for proper operation
 - 5. Verify that flasher and strobe units are operational
 - 6. Check for cracked or broken beacon and sidelight globes
 - 7. Check beacon closure bolt
 - 8. Check sidelight gasket condition
 - 9. Check beacon and sidelight socket condition
 - 10. Check internal wiring of beacon
 - 11. Check that drain holes are open and clean
 - 12. Inspect conduit, conduit clamps and junction box condition
 - 13. Check overall condition of electrical system connections
 - 14. Explain any “unsatisfactory” conditions in written report

- xi. Antennas and Dishes
 - 1. Record the description of the antennas and dishes
 - 2. Check and record general condition of antennas
 - 3. Check for misalignment or physical damage
 - 4. Check antennas, dishes and radomes for damage, deterioration and shifting
 - 5. Check all antenna and dish mounts for loose or missing bolts
 - 6. Check stiff-arms for loose or missing bolts and make sure they are secure
 - 7. Specify in written report any antenna and dish mounting bolts that need to be re-tightened
 - 8. Explain any “unsatisfactory” conditions in written report

- xii. Transmission Lines and Waveguide
 - 1. Inspect coax connections to all VHF, UHF and 700/800 MHz antennas
 - 2. Check all jumper cables and connections
 - 3. Check for proper weatherproofing of connectors
 - 4. Inspect waveguide connections to microwave dishes
 - 5. Check all pressurized waveguide connections for leaks
 - 6. Check waveguide flex jumpers for cracks, leaks and deterioration
 - 7. Check of loose or missing waveguide or coaxial cable hangers, supports, restrainers or wraplock
 - 8. Where wrap-lock is used for securing elliptical waveguide or transmission lines, check the protective covering under the wraplock for chafing
 - 9. Check that elliptical waveguide hangers or supports are spaced no more than four (4) feet apart
 - 10. Check waveguide and transmission lines for cracks, excessive bends, dents, abrasions, or other damage
 - 11. Check transmission lines for proper attachment and weatherproofing of grounding kits
 - 12. Check transmission lines for proper number and location of grounding kits
 - 13. Explain any “unsatisfactory” conditions in written report

- xiii. Tower Top Amplifiers
 - 1. Check general condition of enclosures
 - 2. Inspect exterior of painted box for rust and corrosion
 - 3. Inspect connections for proper weatherproofing
 - 4. Check that ground conductor is connected between grounding stud and tower structure
 - 5. Check grounding connections for corrosion
 - 6. Check ground cable terminals
 - 7. Inspect mounting brackets and hardware for rust and corrosion
 - 8. Open enclosure door and inspect the interior for intrusion of water. Securely close and tighten latches after inspection
 - 9. Explain any “unsatisfactory” conditions in written report

- xiv. Grounding
 - 1. Check general grounding conditions
 - 2. Check for loose ground straps or ground conductors
 - 3. Check tower for proper grounding techniques
 - 4. Check if lightning rod is installed and mounted properly
 - 5. Check above grade cad-weld ground connections for secure connection to tower members
 - 6. Check cad-welds for protective corrosion resistant coatings (Zinc enriched paint)
 - 7. Check condition of all ground wires and clamps

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8. Check that ground conductors are securely attached to tower members and guys
 9. Check transmission lines for proper attachment and weatherproofing of grounding kits
 10. Check transmission lines for proper number and location of grounding kits
 11. Record the ground system resistance utilizing the clamp-on meter method
 12. Explain any “unsatisfactory” conditions in written report
- xv. Tower Assembly Profiling
1. Antennas, dishes and transmission lines (each)
 - a) Frequency
 - b) Elevation
 - c) Type
 - d) Size
 - e) Flex Jumper Part No. and Length
 - f) Tower leg
 - g) Gain
 - h) Model Number
 - i) Manufacturer
 - j) Connectors and hangers
 - k) Obstruction Lights
 - l) Prepare plot plan (with orientations to North)
 2. Include appurtenances in inventory (side arms, walkways, platforms, sensors, obstruction lights, etc.)
 - a) Elevation
 - b) Arrangement
 - c) Tower assembly profiling report shall be provided in table form while listing all of the parameters contained in paragraph xv. Appurtenances, antennas, dishes etc., will be numbered in the table as well. The table will also be provided to the HCSO in an Excel spreadsheet format on USB Drive. Drawings are to be provided and reflect the item number of the appurtenances, location on the tower hangers)
- xvi. Tower Dismantling and Removal
1. Dismantling and removal of existing self-supporting tower structures
 - a) Proper disposal of all tower material dismantled
 - b) Deliver antennas, microwave dishes and mounting hardware to the HCSO, if requested
 2. Dismantling and removal of existing guyed tower structures
 - a) Proper disposal of all tower material dismantled
 - b) Deliver antennas, microwave dishes and mounting hardware to the HCSO, if requested
- xvii. Coaxial Cable and Elliptical Waveguide Hangar Replacement
1. Removal of coaxial cable and elliptical waveguide “Snap-in” Hangers
-

2. Replace coaxial cable and elliptical waveguide with “Bolt-on” Hangers
3. Hangers and mounting hardware will normally be supplied by the HCSO

III. Service, Materials and Exceptions

The successful Bidder is to supply all necessary and required test equipment, tools, personnel, transportation and all incidentals for performing the services described in PART C – SCOPE OF WORK. Any exceptions should be noted in BID Response Section PART D. The Contractor will also work with the HCSO to critique existing preventive maintenance procedures and forms as well as to assist with development of any procedures not included in its documentation.

IV. Service Calls

a. Response Time

- i. Emergency: The Contractor shall respond within twelve (12) hours upon receipt of Service call. This covers breakdowns of equipment that could affect the operations of the HCSO.
- i. Non-Emergency: The Contractor shall respond within forty-eight (48) hours upon receipt of service call. This covers problems on equipment not considered to be critical to the operations of the HCSO.
- ii. Failure to Respond: If the Contractor does not respond within the specified time frame outlined above, this may be cause for contract dismissal or default.
 1. Personnel Availability
Service or repair personnel shall be available, on call, twenty-four (24) hours per day, seven (7) days per week.
 2. Parts supplied by the Contractor for equipment covered under this Contract shall be as recommended by the respective equipment’s manufacturer or an acceptable equivalent. Repairs with non OEM parts or improperly used parts are not acceptable.

The HCSO may elect to supply certain items such as antennas for installation or replacement.

V. Communications Antenna, Tower Repairs and Preventative Maintenance

Repairs: All repairs and/or service executed on any equipment covered under this BID shall be made with the express knowledge or in the presence of HCSO Communications Maintenance personnel. The Contractor shall stock (or have quick access to) replacement bulbs for the tower lighting systems. The Contractor shall furnish replacement bulbs for the tower lighting systems. The Contractor will be reimbursed for the bulbs.

Preventive Maintenance: The minimum requirement shall be in accordance with Technical Specifications and with the equipment manufacturer’s recommendations.

UPS AND DC POWER SYSTEMS SCHEDULED MAINTENANCE AND SERVICE

OVERVIEW OF SERVICES REQUIRED

The HCSO Communications Maintenance Section is responsible for the radio systems and equipment which provide critical operational support to law enforcement. The Work will include scheduled maintenance, repairs and services to the UPS, DC power and battery systems and equipment. These services include but are not limited to inspecting, verifying, aligning, adjusting and recording of all measurements before and after adjustments. Information, forms and procedures provided in this BID are intended for reference and a basis for establishing final processes with the awarded Contractor.

The scheduled maintenance services are to be performed during mutually agreeable working hours. The Work is to be performed to minimize system intrusion and outages. All planned outages must be scheduled through the Communications Maintenance Section Manager so that proper notifications may be made to the system users.

The successful proposer is to supply all necessary and required test equipment, tools, personnel, transportation, and all incidentals for performing the scheduled maintenance services described in the Technical Specifications.

The following is an outline of the alignment, scheduled maintenance, repairs, parts, replacement equipment and services for the HCSO UPS systems, DC power systems and battery systems. This outline is intended to establish the level and type of scheduled maintenance required, but not necessarily to identify every detail of the scheduled maintenance. It also includes the supply of boards, modules, repairs and services associated with the maintenance of UPS systems, DC power systems and battery systems.

The requirements for this request for proposal include furnishing the services specified herein, including, but not limited to, the sites and locations identified in Attachment N. The HCSO reserves the right to add or delete equipment, sites and locations to be serviced under this agreement.

1. Alignment and Scheduled Maintenance Service

- a. Toshiba UPS Systems
 - i. Inspect Components
 - ii. Check Input Voltage (each phase)
 - iii. Check Loading (each phase)
 - iv. Check and Set Output Voltage (each phase)
 - v. Check all aluminum Electrolytic Capacitors
 - vi. Check all power fuses and circuit breakers
 - vii. Check and clean all UPS cooling fans
 - viii. Monitor UPS cooling fans for bearing noise and vibration
 - ix. Clean Inside and Outside of UPS Systems
 - x. Check and Set Output Frequency

- xi. Check and Set Charging Float Voltage
 - xii. Check Internal Bypass Switch Operation
 - xiii. Check External Bypass Switch Operation
 - xiv. Check All Internal Alarm Functions
 - xv. Check All External Alarm Functions
 - xvi. Check and Record all Display Readings
 - xvii. Batteries
 - 1. Visually inspect all UPS batteries
 - 2. Check for leakage
 - 3. Check for corrosion
 - 4. Check cases for cracks or distortions
 - 5. Check battery temperature at the negative terminal
 - 6. Measure and record the system float charging voltage
 - 7. Measure and record the individual unit's float charging voltage
 - 8. Measure and record the individual unit's voltage under load for a minimum of 60 minutes
 - 9. On UPS at all locations, measure and record the individual unit's voltage under load until the low battery voltage alarm sounds
 - 10. Perform 10-second high rate load test on individual batteries
 - 11. Test battery voltage for purpose of trending the battery over time
 - 12. Re-torque all inter-battery and power connection hardware
 - 13. Perform inter-battery connector checks
- b. PCP DC Power Systems
- i. Measure Voltages
 - ii. Set Voltages
 - iii. Inspect Components
 - iv. Check Fans
 - v. Charger Systems
 - 1. Check all Digital Display or Analog Readouts
 - 2. Check Forced Paralleling of Chargers
 - 3. Check and Set Equalizer Timer Setting
 - 4. Check and Set Equalizer Voltage Output
 - 5. Check and Set Float Voltage Output
 - 6. Measure System Voltage at Terminals
 - 7. Measure Voltage/Load at Power Board Meter
 - 8. Measure Continuity of Trays or Racks to Ground
 - 9. Measure Voltage to Ground
 - 10. Check Fuses and Breakers
 - 11. Check AC Power Failure Alarm
 - 12. Check and Clean Fans - Check Fans for bearing noise and vibration
 - 13. Check and Torque all Connections
 - 14. Clean Chargers inside and outside
 - 15. Check Distribution Breaker Trip

16. Check High Voltage Shutdown Voltage
 17. Perform Same Checks on Redundant Chargers
 18. Check and Set Load Sharing
- c. Batteries
 - i. Measure and Record Battery String Float Voltage
 - ii. Measure and Record Individual Cell Float Voltages
 - iii. Measure Battery String Load Voltage
 - iv. Measure and record the individual units Voltage under load for minimum 60 minutes
 - v. Measure and Record Individual Cell Load Voltages
 - vi. Measure and Record Float Current
 - vii. Measure and Record Float Voltage
 - viii. Measure Actual Load Current
 - ix. Estimate Backup Time based on Actual Load Current
 - x. Verify Connector/Cable Sizing is Adequate for Actual Load
 - xi. 100% Check for Corrosion on Connections and Links
 - xii. Clean Batteries, Frame and Area
 - xiii. Visually Inspect Cables and Wire Trays
 - d. GNB Batteries (or other manufacturers)
 - i. Check and Set Float Voltage
 - ii. Voltage Under Load and Time
 - iii. Visual Inspection of Batteries
 - e. Supply three (3) sets of Test Data in Tabbed 3-Ring Binders
 - f. Professional Services
 - i. Hourly Rates for Services
 - ii. Hourly Rates for Emergency and Non-Emergency Repairs
 - g. Replacement Boards, Modules and Parts
 - i. Repair or Exchange of Boards and Modules
 - ii. Supply of replacement parts for repairs requested and authorized by the HCSO
 - iii. Supply of Refurbished Boards and Modules
 - iv. Must have an adequate stock of replacement parts or a method of obtaining such parts in a timely manner
 - h. Replacement Equipment and Batteries
 - i. Pricing for Replacement Equipment
 1. UPS Equipment
 2. DC Power Equipment and Power Panels
 3. Batteries

- ii. Perform Non-Emergency and Emergency Repairs and Service:
Provide non-emergency and emergency repairs on the UPS Systems, DC Power Systems and Battery Systems as requested and authorized by the HCSO.
- i. Parts and Components:
Provide replacement parts for the UPS Systems, DC Power Systems and Battery Systems and associated equipment as requested and authorized by the HCSO. The Contractor shall be reimbursed for Parts required to perform repairs requested and authorized by the HCSO.
- j. Replacement or Additional Equipment

Due to the age of the UPS and DC Power equipment and the possible unavailability of replacement parts, Proposers are requested to include pricing for equivalent UPS equipment, DC Power equipment and Batteries. The pricing may be based on current manufacturer's list pricing less a specified discount, or special items that are not reflected in a manufacturer's list pricing shall stipulate actual cost (including shipping and handling) plus a percentage markup. Pricing shall be listed in the Proposal Response (EXHIBIT A – D.2).

- k. Additional Equipment, Components and Services
Bidders are invited to submit offers for additional components and services customary for support of the UPS System, DC Power Systems and Battery Systems and associated equipment.

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PART D – BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by the HCSO. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

* * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS
BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 19 OF THE SPECIAL PROVISIONS (PART B).**

1. EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

Communications International, Inc. does not take any exceptions to Part A, B or C of this proposal.

2. PRICING

- A. The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.
- B. The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE (PART D). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.
- C. We hereby propose to furnish the below described item(s) in accordance with the Bid Package, except as noted on attached Exceptions Form (Part D, Paragraph 1, Exceptions):
- D. See fillable response EXHIBIT A - D.2 which includes the following:
- D.2.1 MICROWAVE SYSTEMS ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICECS
 - D.2.2 EAST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.3 WEST SYSTEM 800 MHz EDACS SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.4 EAST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.5 WEST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE MAINTENANCE SERVICES
 - D.2.6 MUTUAL AID SYSTEM 800 MHz CONVENTIONAL SYSTEM ANNUAL ALIGNMENT AND PREVENTATIVE SERVICES
 - D.2.7 OTHER SYSTEM COMPONENTS ANNUAL ALIGNMENT AND PREVENTATIVE SERVICES
 - D.2.8 ORIENT ROAD JAIL AND FALKENBURG ROAD JAIL UHF/DMR AND ACCESSORIES
 - D.2.9 OTHER SYSTEM SERVICES
 - D.2.10 PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS
 - D.2.11 NEW PARTS AND COMPONENTS
 - D.2.12 NEW EQUIPMENT AND ACCESSORIES
 - D.2.13 OTHER SERVICES, OPTIONS, ACCESSORIES
 - D.2.14 REPLACEMENT SPARE PARTS (REFURBISHED or EXCHANGED) & PARTS FOR REPAIR TO INCLUDE ITEMS REQUIRING MANUFACTURE OR DEPOT REPAIR
 - D.2.15 ADDITIONAL COMPONENTS AND SERVICES
 - D.2.16 FLAT RATE REPAIRS INCLUDING PARTS
 - D.2.17 COMMUNICATIONS TOWER STRUCTURE BID PROPOSAL
 - D.2.18 UPS SYSTEMS, DC POWER SYSTEMS AND BATTERY SYSTEMS BID PROPOSAL

3. WARRANTY

Please identify warranty information to include type and period of warranty. A copy of the warranty shall be furnished with the BID RESPONSE (PART D).

4. VENDOR ORDER INSTRUCTIONS: Describe the preferred method of contact to request order.
(Print the information below.):

Contact Name & Title:

Joe Ioco, Director of Customer Service

Address:

7792 Professional Place

City: Tampa State: FL Zip Code: 33637

☎: (813) 887-1888 ☎: (813) 480-1475 ☎: ()

✉: jioco@ask4ci.com

Company Web Address 🌐: www.ask4ci.com

5. BID CONTACT INFORMATION

Provide the contact information for the individual submitting this bid response.
(Please print the information below)

Company Name:

Communications International, Inc.

Contact Name & Title:

Joe Ioco, Director of Customer Service

Address:

7792 Professional Place, Tampa, FL 33637

Office ☎: 813-887-1888 Mobile 📱: 813-480-1475 Fax 📠: _____

Email ✉: _____

Describe the preferred method of contact for questions regarding this bid submission.

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6. AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

The below named Bidder affirms and declares:

That Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;

That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;

That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;

That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids.

Respectfully submitted by,

Company Name: Communications International, Inc.

Mike Stork

12/20/2020

Print Signer's Name

Date



Signature of Company Officer

Chief Operating Officer

Title

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STATEMENT OF NO BID

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to ✉ HBrewer@TeamHCSO.com or by fax 📠 at (813) 242-1851. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 4-20 for the following reason(s):

SPECIFICATIONSNATURE OF AWARD

_____ Specifications are too "tight" (i.e., limited to one brand or manufacturer)

_____ Insufficient time was provided for response

_____ Unable to meet specifications

_____ Product or an equivalent is not offered

_____ Specifications are unclear

_____ Other

Please provide an explanation:

We request to:

_____ remain on HCSO's list for future solicitations in this service category.

_____ be removed from HCSO's list for future solicitations in this service category.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

☎: (____) _____ 📠: (____) _____ 📠: (____) _____

✉: _____

Signature of Officer: _____ Date: _____

BID CHECKLIST

Company Name: Communications International, Inc.

Include this checklist as a cover page with your Bid Package:

- ☒ ONE (1) ORIGINAL AND TWO (2) COPIES of the entire Bid.
- ☒ SIGNATURES required Parts A and C.
- ☒ Any Addenda or Amendments (Signatures required).
- ☒ Completed Part C including pricing and signature page.
- ☒ Appendix I, Vendor Packet to include completed Vendor Application, W9, Business Tax Receipt and Direct Deposit Authorization Form.
- ☒ Professional Licenses (if applicable).
- ☒ Manufacturer literature and warranty information.

Below is an example of the information required on the OUTSIDE of your Bid Package.
You may use this as a label if you wish.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

BID PACKAGE SUBMITTAL

From: _____

BID # 15-20

**700/800 MHz EDACS and P25 COMMUNICATIONS
SYSTEMS**

OPENING DATE/TIME:
JANUARY 4, 2021 at 3:00 PM

ATTACHMENTS LIST

ANTENNA AND TOWER SYSTEMS

1.	Attachment "A"	Excel	List of Sites and Locations
2.	Attachment "B"	Word	List of Sites and Equipment
3.	Attachment "C"	Word	700/800 MHz EDACs and P25 System Test & Alignment Procedures
4.	Attachment "D"	Word	Microwave System Test & Alignment Procedures
5.	Attachment "E"	PDF	Microwave System Diagram
6.	Attachment "F&F1"	Excel	Microwave Test Data Forms
7.	Attachment "G&G1"	Excel	700/800 MHz EDACS and P25 System Test Data Forms
8.	Attachment "H&H1"	Excel	700/800 MHz and P25 Test Data Forms
9.	Attachment "I"	Excel	Test Unit Data
10.	Attachment "J"	PDF	Antenna Sweep
11.	Attachment "K"	PDF	Transmit Combiner Sweep

ANTENNA AND TOWER SYSTEMS

12.	Attachment "L"	Excel	List of Sites and Locations
13.	Attachment "M"	Word	List of Licenses and Qualifications

UPS and DC POWER SYSTEMS

14.	Attachment "N"	Excel	Site Locations and Equipment
15.	Attachment "O"	Excel	UPS Systems Test Data Forms
16.	Attachment "P"	Excel	Battery Test Data Forms
17.	Attachment "Q"	Word	Toshiba UPS System Specifications
18.	Attachment "R"	Word	Eltek DC Power Systems Specifications
19.	Attachment "S"	Word	Eltek/PCP Mini Power System Specifications

ATTACHMENT “M”

Tower Maintenance

Certifications and Licenses

Responses must include the following information at a minimum:

- Number of Crews
- Experience of each crew member
- Qualifications and Certifications of Personnel

Licenses and Qualifications

Statement of Qualifications Personnel - List of Ci Personnel

Last Name	First Name	Title	Description
Bannon	Chris	Programs Manager	Project Management Professional (PMP)
			Microwave Fundamentals
			Radio 101
			Civils
			LMR Spectrum Overview
			GPS Simulcast
			RF Interference
			Site Grounding
			Harris Dispatch Overview
			Harris IP for LMR 101
			Information Assurance Overview 2012
			Terminals Overview
			Consoles
			Harris EDACS System Overview Course
			Harris P25 System Overview Course
			Harris IP Networks 101
			System Solution Design
			Data and Broadband
			Harris Active Directory on the VIDA Architecture
			Harris Regional Network Manager (RNM) Overview
			Harris Unified Administration System (UAS) Overview
			Level 4 CJIS Security Training
			Core Solution Manager and process owner ISO 9001:2015
Blair	Dick	Site Manager	Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris P25 System Overview Course
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris P25 Project Manager Certification
			Harris EDACS Project Manager Certification
			Harris Simulcast Project Manager Certification
			Harris OpenSky Project Manager Certification
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris VIP Console Operation Course (OpenSky)
			Harris VIP Console Operation Course (P25)
			Microwave Fundamentals

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Last Name	First Name	Title	Description
			Civils
			RF Interference
			Eupen Coax Training Course
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Blankenship	Andy	Dir. Of Proj. Engineering	Mobile Data Training CDPD, Dataradio, EDACS and Cerulean
			Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			Interconnecting Cisco Network Devices (ICSD)
			Level 4 CJIS Security Training
Colon	Enain	Installer I	Level 4 CJIS Security Training
Courel	Jorge	Maintenance Tech I	Harris XL-200P Radio Maintenance
			Level 4 CJIS Security Training
Crow	Kasey	Project Manager	ALU Certification Evaluation
			Harris P25 System Maintenance
			Harris P25 System Administration Course
			Project Management Professional (PMP)
			Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Draper	Lance	Installer I	FCC General Radiotelephone Operator License
			Level 4 CJIS Security Training
Durrance	Bill	Sr. System Engineer	FCC General Radiotelephone Operator License
			Harris Active Directory Overview Course
			Harris Regional Network Manager (RNM) Overview
			Harris Unified Administration System (UAS) Overview
			Harris Symphony Dispatch Console Operation Course
			Harris Symphony R6 SIP Features Handoff
			Harris Advanced Access Control (AAC)
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
			Harris SUMS Tips and Troubleshooting
			Level 4 CJIS Security Training
			Harris Activity Warehouse Overview
			Harris BeOn and BeyOnd
			Harris BeOn FY15 Q4 and FY16 Q1 New Release
			Harris SR10A.3 Upgrade Process
			Harris Symphony R7 Handoff

Last Name	First Name	Title	Description
			Harris XG-75P Radio Maintenance Tutorial
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris-Tait Portfolio Restructuring
			Harris-Tait Powered Product Overview
			Harris Radio Personality Manager (RPM)
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Radio Programming Overview
			Harris Tait - Introduction to DMR
			Harris Tait - Introduction to DMR Technician Topics
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris How Does that LTE Stuff Work
			Harris Red Hat Linux 6 - Tips and Troubleshooting
			Harris RFC-2544 Backhaul Characterization Testing using the Accedian Test Set
Erickson	Arthur	Maintenance Tech II	RF Test and Troubleshooting
			Harris EDACS System Overview Course
			Harris EDACS Field Technician Certification
			Harris OpenSky Field Technician Certification
			Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris Simulcast Field Technician Certification
			Level 4 CJIS Security Training
Fisher	Steve	System Engineer IV	Ericsson Inc. - Prism Master Stations
			Com-Net Ericsson Simulcast System Maintenance Training
			Harris Grounding and Surge Suppression Training
			Alcatel 1630 SX Sonet Operations and Maintenance
			Interconnecting Cisco Network Devices (ICSD)
			M/A-COM RAPTR, Digital Radio and Networking Training
			M/A-COM Falcon Training
			Level 4 CJIS Security Training
Franklin	Ben	Installer I	Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris EDACS System Overview Course

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Last Name	First Name	Title	Description
			Harris P25 System Overview Course
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris Jaguar 725M System Model Radio Course (EDACS)
			Harris Grounding & Surge Suppression Training
			Level 4 CJIS Security Training
Guarino	Jason	Site Manager	ISEI 10-Hour OSHA Outreach Training Course for the Construction Industry
			ISEI 10-Hour OSHA Hazard Recognition Training for the Construction Industry Course
			Eupen Coax Training Course
			Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Henrickson	James	System Tech I	FCC License
			Microwave Networks Proteus MX
			Harris P25 System Maintenance
			ETA International Certification Maintenance Form
			Level 4 CJIS Security Training
Hewett	Steve	System Engineer III	Harris Farinon Division - Urbanet 2 & 10
			Ericsson Inc. RAPTR v5.0 for Ericsson Engineers
			Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 2 CJIS Security Training
Higdon	Kevin	System Tech I	FCC General Radiotelephone Operator License
			RF Fundamentals Decibels Module 2
			RF Fundamentals Modulation Module 3
			RF Fundamentals Radio Frequency Module 1
			RF Fundamentals Antennas Module 5
			RF Fundamentals Coaxial Cables Module 6
			RF Fundamentals Components Module 7
			RF Fundamentals Microwave Module 9
			RF Fundamentals Propagation Module 8
			RF Fundamentals RF Impairment Module 4
			Level 4 CJIS Security Training
			Harris P25 Overview for Radio Operators
			Harris Radio Programming Overview
			Harris VIP Console Operation Course
			Harris Advanced Access Control (AAC)

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JANUARY 2021

Last Name	First Name	Title	Description
			Harris Mobile Radio Installation Overview
			Harris-Tait Powered Product Overview
			Harris Radio Personality Manager (RPM)
			Harris XL-200P Radio Operation Course
			Harris XG-75P Radio Maintenance Tutorial
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris XG-25M Mobile Radio Operation Course
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Tait - Introduction to DMR
			Harris Tait - Introduction to DMR Technician Topics
			Harris Symphony Dispatch Console Operation Course
			Harris Active Directory Overview Course
			Harris BeOn and BeyOnd
			Harris Grounding Tips and Tricks
			Harris Symphony R6 SIP Features Handoff
			Harris Symphony R7 Handoff
			Harris Unified Administration System (UAS) Overview
			Harris SR10A.3 Upgrade Process
			Harris Activity Warehouse Overview
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris Regional Network Manager (RNM) Overview
			Harris SUMS Tips and Troubleshooting
Kluver	Bryce	System Installer II	Eupen Coax Training Course
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Lopez	David	System Engineer I	Harris BeOn and BeyOnd
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris XG-25M Mobile Radio Operation Course

Last Name	First Name	Title	Description
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
			Harris P25 Overview for Radio Operators
			Harris XL-200P Radio Operation Course
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Activity Warehouse Overview
			ISSI Configuration & Operation
			Harris Over-the-Air Programming (OTAP) Overview
			Harris Over The Air Rekeying (OTAR) Overview
			Harris SR10A.3 Upgrade Process
			Harris Symphony R7 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris SUMS Tips and Troubleshooting
			Harris-Tait Powered Product Overview
			Harris Radio Programming Overview
			Harris Tait - Introduction to DMR Technician Topics
			Level 4 CJIS Security Training
Mobley	Gregory	Maintenance Tech I	FCC General Radiotelephone Operator License
			RF Fundamentals Decibels Module 2
			RF Fundamentals Modulation Module 3
			RF Fundamentals Radio Frequency Module 1
			RF Fundamentals Antennas Module 5
			RF Fundamentals Coaxial Cables Module 6
			RF Fundamentals RF Impairment Module 4
			RF Fundamentals Components Module 7
			RF Fundamentals Microwave Module 9
			RF Fundamentals Propagation Module 8
			Level 4 CJIS Security Training
Osmolski	Melissa	Project Manager	Level 4 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Price	Jeff	Maintenance Tech III	Harris BeOn and BeyOnd
			Harris XL-200P Radio Operation Course
			Harris Advanced Access Control (AAC)
			Harris Radio Personality Manager 2 (RPM2)
			Harris Radio Personality Manager 2 (RPM2) - R4 Handoff
			Harris VIP Console Operation Course
			Harris XL-185P Radio Operation Course

Last Name	First Name	Title	Description
			Anritsu RF Fundamentals: Decibels: Module 2
			Anritsu RF Fundamentals: Radio Frequency: Module 1
			Anritsu RF Fundamentals: Antennas: Module 5
			Anritsu RF Fundamentals: Modulation: Module 3
			Anritsu RF Fundamentals: RF Impairment: Module 4
			Harris XL-200P Radio Maintenance
			Level 4 CJIS Security Training
			Harris CH721 Scan Model Radio Operation
			Harris CH721 System Model Radio Operation
			Harris Mobile Radio Installation Overview
			Harris P25 Overview for Radio Operators
			Harris Radio Personality Manager (RPM)
			Harris Radio Personality Manager 2 (RPM2) - R3 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R5 Handoff
			Harris Radio Personality Manager 2 (RPM2) - R7 Handoff
			Harris Radio Programming Overview
			Harris XG-25M Mobile Radio Operation Course
			Harris XG-25P System Model Operation Course
			Harris XG-75P Radio Maintenance Tutorial
			Harris XG-75P Scan Model Operation Course
			Harris XG-75P System Model Operation Course
Rozza	Paul	System Installer I	Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Snow	Trevor	System Installer III	Level 4 CJIS Security Training
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
St. Pierre	Matt	System Engineer II	Com-Net Ericsson Introduction to Simulcast Maintenance Training
			Com-Net Ericsson Trunked System Master Technician Training
			Interconnecting Cisco Network Devices (ICSD)
			Level 4 CJIS Security Training
Stanley	Mark	VP Business Development	Core Solution Manager and process owner ISO 9001:2015
			Level 4 CJIS Security Training
Stillwaggon	Corey	System Installer II	Eupen Coax Training Course
			ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 2 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview

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Last Name	First Name	Title	Description
			Harris Symphony Dispatch Console Operation Course
Torres	Jose	System Installer I	ISEI 10-Hour OSHA Hazard Recognition Training for General Industry
			Level 1 CJIS Security Training
			Harris Grounding Tips and Tricks
			Harris Mobile Radio Installation Overview
Tran	Hoa	System Engineer I	FCC General Radiotelephone Operator License
			M/A COM Field Tech Core Modules
			M/A-COM Field Tech EDACS Single/Multisite
			M/A COM Field Tech OpenSky
			M/A COM Field Tech P25
			M/A COM Field VIDA Network
			M/A COM Field Simulcast
			Harris C3 Maestro Dispatch Console Operation (EDACS Mode)
			Harris C3 Maestro Dispatch Console Operation (P25)
			Harris VIP Console Operation Course (P25)
			Harris EDACS System Overview Course
			Harris P25 System Overview Course
			Harris VIP Console Operation Course (OpenSky)
			Harris Jaguar 725M System Model Radio Course (EDACS)
			Harris M7300 Scan Model Radio Course (EDACS)
			Harris M7300 System Model Radio Course (EDACS)
			Harris Simulcast Field Technician Certification
			Harris EDACS Field Engineer Certification
			Harris EDACS Field Technician Certification
			Harris OpenSky Field Technician Certification
			Harris OpenSky Field Engineer Certification
			Harris P25 Field Technician Certification
			Harris Simulcast Field Engineer Certification
			Harris VIDA Field Technician Certification
			Harris P25 Field Engineer Certification
			Harris Sales Certification
			Harris VIDA Field Engineer Certification
			Harris EDACS Proposal Engineer Certification
			Harris VIDA Proposal Engineer Certification
			Harris Simulcast Proposal Engineer Certification
			Harris OpenSky Proposal Engineer Certification
			Harris P25 Proposal Engineer Certification
			Harris Corp. NetworkFirst Operation & Administration Training
			Harris Grounding & Surge Suppression Training

Last Name	First Name	Title	Description
			Eupen Coax Training Course
			Harris P25 System Maintenance
			Harris Unified Administration System (UAS) Overview
			Harris Regional Network Manager (RNM) Overview
			Level 4 CJIS Security Training
Villanti	Chris	System Tech III	FCC General Radiotelephone Operator License
			ISSI Configuration & Operation
			Level 4 CJIS Security Training
			PCTEL SeeHawk Touch Public Safety Testing Methods training course
Zrallack	Joe	System Engineer I	Introduction to Trunked System Maintenance Training
			Harris Simulcast System Maintenance Training
			Cisco Certified Network Associate (CCNA)
			ISSI Configuration & Operation
			Level 4 CJIS Security Training

Tower Services:

L & S has been in the tower business since 1992 and was founded by three men with backgrounds in electrical, mechanical, fabrication, and RF engineering. We've successfully completed jobs in just about all facets of the tower industry (We don't do the cell phone market.). However, our focus has always been county and state RF infrastructure.

We currently support three crews, and the man-power per crew is dictated by the SOW.

Don Barber

- * Former electrical contractor
- * Four years in the windmill industry and 30 years in the RF tower industry.
- * Don has 40 years of electrical exp. including an AS in industrial electricity with experience in troubleshooting and wiring of wind turbine towers, communication towers, design / construction of buildings, as well as business management.
- * Zond certified climber in 1989
- * Comtrain certified since 6/2009
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Mark Shropshire

- * Former fabricator and heavy equipment owner operator
- * 30 years in the RF tower industry
- * Mark has 43 years of mechanical experience comprising of gas and diesel applications, aluminum and iron construction with all facets of the construction industry, heavy equipment operation & repair, as well as tower and radio communication.
- * Comtrain certified climber since 6/2009
- * ERI train the trainer cert since 2003 (ability to perform in-house climber certifications)
- * UTS Annual Renewed Climber Certification

- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Jim Grossman

- * Licensed broadcast engineer
- * 34 years in the RF tower industry
- * Jim is in his 46th year as a licensed broadcast engineer with 25 years in the wireless / land communications and has been an engineer for 99.3 WLRQ, 1350 AM, & WCIF in Melbourne, as well as others.
- * UTS Annual Renewed Climber Certification

Don Ames

- * Former electrical contractor
- * 20 years in the RF tower industry
- * Comtrain certified climber since 11/2013
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Kyle Shropshire

- * 20 years in the RF tower industry
- * Comtrain certified since 6/2009
- * Tower Safety train the trainer cert since 2018 (ability to perform in-house certifications)
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]
- * Safety Council Lock Out/Tag Out cert

Peter Shropshire

- * 9 years in the RF tower industry
- * Comtrain certified since 11/2013
- * UTS Annual Renewed Climber Certification

Mike Kumher

- * 12 years in the RF tower industry
- * Comtrain certified climber since 6/2009
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]

TJ Shropshire

- * 25 years in the RF tower industry
- * Comtrain certified climber since 6/2009
- * UTS Annual Renewed Climber Certification
- * OSHA 10 Hour Construction Program [2011 Rev 2]

Myja Shropshire

- * 1.5 years in the RF tower industry
- * **UTS Certified Tower Climber**

Electrical Service:

Rick Kuzmick
VP General Manager - 28yrs with Computer Power Systems, Inc.
Master Electrician – State Certified E.C.# 13004902
3421 State Rd 419, Winter Springs, FL
rickk@cpsfl.com
Office: 407-327-7373
Cell: 407-619-4172

Thomas Harding
Electrical Department Mgr - 10yrs with Computer Power Systems, Inc.
Journeyman Electrical License # ELJ0002965
3421 State Rd 419, Winter Springs, FL
thomash@cpsfl.com
Office: 407-327-7373
Cell: 407-949-4218

Ismail "JR" Fernandez
Co-Electrical Manager - 8yrs with Computer Power Systems, Inc.
Journeyman Electrical License # JE757
3421 State Rd 419, Winter Springs, FL
juniorf@cpsfl.com
Office: 407-327-7373
Cell: 321-363-2394

UPS Service:

Jeff Brule
UPS Service Department Mgr - 32yrs with Computer Power Systems, Inc.
3421 State Rd 419, Winter Springs, FL
jb@cpsfl.com
Office: 407-327-7373
Cell: 407-619-4174

Nick Brown
8yrs experience
email: nickb@cpsfl.com
Home Location: Orange City, FL

David Simpson III
4yrs experience
email: davids@cpsfl.com
Home Location: Winter Park, FL

Kelvi Aucaquizhpi
3yr experience
email: kelvia@cpsfl.com
Home Location : Orlando, FL

Justin Mock
2yr experience
email: JustinM@cpsfl.com
Home Location: Orlando, FL

Vendor Application Form

Chad Chronister, Sheriff
Hillsborough County Sheriff's Office
2008 E. 8th Avenue, Tampa, Florida 33605
<https://teamhcsso.com>



Purchasing Section
Phone: 813-247-8034
purchasing@hcsso.tampa.fl.us

To establish your business as a vendor to the Hillsborough County Sheriff's Office,
provide the following documentation along with this completed application:

- ☒ **Completed and Signed IRS Form W9 (W8 for Foreign Based Company).**
- ☒ **Business Tax Receipt from Hillsborough County or other municipality's business license.**
- ☒ **Certificates of Liability & Workers' Compensation Insurance (for on-site service providers.)**
- ☒ **If your company is an LLC or LLP filing as a Corporation, provide IRS Form 8832 or Form 2553 to prevent receipt of an IRS Form 1099.**
- ☒ **Provide Federal, State or County certificates for Minority, Veteran, Women, or Small Business Ownership.**

Send completed forms to purchasing@hcsso.tampa.fl.us or fax to 813-242-1826.

Refer to the HCSO Purchasing page at <https://teamhcsso.com> for additional information.

Business Name (as shown on your invoice): Communications International, Inc.

Owner's Name as per IRS records, if reporting under SS# _____

Federal Tax ID No. 59-1885709 OR Social Security No. _____

Tax Status: C-Corp ☐ S-Corp ☒ Individual/Sole Proprietor (1099) ☐ LLC/LLP (1099) ☐

Certified: Minority Owned ☐ Small Business Owner ☐ Veteran Owned ☐ Women Owned ☐
(Include Certificate)

Business Type: Commodity ☐ Services ☒ Visa Accepted: Yes ☐ No ☒

Office Phone: 772-569-5355 Fax: 772-257-6083 Website: www.ask4ci.com

Physical Address: 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Mailing Address: 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Remit Address (for payment by check): 4450 US Hwy 1 City: Vero Beach State: FL Zip Code: 32967

Procurement Code Category (see PC List): # _____

Additional Information: _____

SALES CONTACT

Name: Joe Ioco

Office Phone: 813-887-1888

Cell Phone: 813-480-1475

Email: jioco@ask4ci.com

ACCOUNTING CONTACT

Name: Susan Almercz

Phone: 772-978-4116 Fax: 772-257-6083

Email: salmerez@ask4ci.com

To receive electronic payments please complete the
Direct Deposit Payment Authorization Form available on
the HCSO Purchasing page at <https://teamhcsso.com>.

HCSO FSD USE ONLY:

Vendor ABN Assigned: _____ Search Type: V LV USS Other _____ RMT #: _____

ACH Payments Active: Yes No Tax Status: C N P X 1099 Reporting Code: A1 A3 A6 A7 AC

HCSO Staff Requesting Vendor ABN: _____ ABN: _____

Convictions, Suspensions, or Federal Exclusions: Yes No If Yes, please explain: _____

Completed by: _____ ABN: _____ Date: _____ Verified by: _____ ABN: _____ Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Communications International Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4450 US Hwy 1

6 City, state, and ZIP code

Vero Beach FL 32967

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

5 9 - 1 8 8 5 7 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

12/17/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Direct Deposit Payment Authorization Form

Please complete this form if you would like to receive payments through the Automatic Clearing House System (ACH) in lieu of a check. Upon deployment, payees will be notified via e-mail that a payment has been sent to their financial institution. **Please note that it may take up to two weeks from receipt of this form by the Hillsborough County Sheriffs Office for initial setup and pre-noting through the ACH System.**

Payee Information:

Communications International Inc. 59-1885709
Payee Name (Entity Name or Name of Individual) SSN or EIN
ar@ask4ci.com 772-569-5355
E-mail address Phone Number

Financial Institution Information:

Bank Name: Bank United
Address: 222 Lakeview Ave, Ste 900 West Palm Beach FL 33401
Routing Transit Number (9 digits): 267090594 - - - - -
Account Number: 9853970475 - - - - -

☐ Checking Account-Attach a blank voided check here

☒ Savings Account - Attach a blank voided deposit slip here

Payee Certification:

By signing this form, I authorize payments to be sent to the financial institution named above to be deposited to the designated account by the Hillsborough County Sheriff's Office for goods/services rendered, reimbursements, or other transactions and, if necessary, to initiate debit entries and adjustments for any credit entries (deposits) made in error. This authorization shall remain in full force and effect until withdrawn in writing with sufficient notice to allow adequate time to effect termination.

Susan Almerez, Controller
Name and Title

[Signature]
Signature

12/17/20
Date

Please return completed form and blank voided check to the following address or email:

Hillsborough County Sheriffs Office
ATTN: Accounts Payable
2008 East 8th Avenue
Tampa, Florida 33605
accountspayable@hcsa.tampa.fl.us

FSD Use Only	Vendor ABN: _____	RMT#: _____
Entered by: _____	ABN: _____	Date: _____
Verified by: _____	ABN: _____	Date: _____

2020 - 2021 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2021

OCC. CODE

380.000028 RETAIL SALES

ACCOUNT NO.

227619

RENEWAL

Receipt Fee 30.00

Hazardous Waste Surcharge 0.00

Law Library Fee 0.00

BUSINESS COMMUNICATIONS INTL INC
7792 PROFESSIONAL PL
TAMPA, FL 33637

2020 - 2021

NAME COMMUNICATIONS INTL INC
4450 N HWY 1
MAILING VERO BEACH, FL 32961
ADDRESS

Paid 19-0-383661

07/07/2020 30.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (813) 639-3000 USI Insurance Services LLC 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Cindy Staley PHONE (A/C, No. Ext): 813.320.0107 E-MAIL ADDRESS: cindy.staley@usi.com FAX (A/C, No): (877) 302 4034																					
INSURED Communications International, Inc. 4450 US Highway 1 Vero Beach, FL 32967	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER B:</td><td>Aspen American Insurance Company</td><td>43460</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Company	24147	INSURER B:	Aspen American Insurance Company	43460	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 14842684

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY31249720	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY		MWTB31249620	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CX007QX20	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A		MWC31249820	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Hillsborough County Sheriff's Office, FL
Attn: Purchasing
2008 E. 8th Ave.
Tampa, FL 33605

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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D 2.1 - MICROWAVE SYSTEMS ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	Microwave Radio	Site Total
78 th Street **	6	\$2,760.00
Tampa Gen. Hosp.	2	\$552.00
Pinecrest #1 & #2**	2	\$1,472.00
Hurrah	1	\$736.00
Bullfrog Creek *	3	\$920.00
Wimauma	1	\$920.00
District IV HQ	1	\$736.00
SOC **	2	\$1,472.00
EDOC **	10	\$3,496.00
Fire Station 10	1	\$552.00
Fire Station 20*	1	\$736.00
Gunn Highway*	2	\$920.00
Cork Knight*	1	\$736.00
Taylor Road **	2	\$1,104.00
Plant City	1	\$552.00
78 th Street to EDOC	Include in 78st.	\$0.00
78 th Street to SOC	Include in 78st.	\$0.00
PSOC*	2	\$736.00
Herring St	1	\$552.00
TIA	1	\$552.00
Fire Station 15	1	\$552.00
Morris Bridge	1	\$552.00
Pinellas ISSI	1	\$552.00
Tampa VA	1	\$552.00
Temple Terrace	1	\$552.00
Himes WT	1	\$552.00
PART D-1 System Total		\$22,816.00

* Sites with multiple microwave terminals
** Sites with multiple microwave terminals and multiple multiplex shelves
List any additional equipment charges not included in the above rates:
HCSO Test Bed - \$552.00
HCSO Radio Shop - \$552.00

D 2.2 EAST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENANCE

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
78 th Street	\$2,760.00	\$2,898.00	\$1,380.00	\$920.00	\$7,958.00
Bullfrog Creek	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Taylor Road	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Pinecrest #1	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Pinecrest #2	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Plant City	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Wimauma	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
EDOC (East)	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
D4 HQ	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Cork Knight	\$2,760.00	\$2,898.00	\$1,380.00	\$644.00	\$7,682.00
Gunn Hwy (RX Only)	\$4,002.00	\$184.00	\$1,380.00	\$276.00	\$5,842.00
Hurrah (RX Only)	\$4,002.00	\$184.00	\$1,380.00	\$276.00	\$5,842.00
PART D-2System Total					\$88,780.00

List any additional equipment charges not included in the above rates:

Services based on a 15 channel site

D 2.3 - WEST SYSTEM 800 MHz EDACS TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Tampa Gen. Hosp.	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Gunn Highway	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Fire Station 10	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Fire Station 20	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
Taylor Road (West)	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
EDOC (West)	\$3,680.00	\$3,864.00	\$1,840.00	\$920.00	\$10,304.00
Himes	\$3,680.00	\$3,864.00	\$1,840.00	\$644.00	\$10,028.00
PART D-3					\$70,472.00

List any additional equipment charges not included in the above rates:

Services based on a 20 channel site

D 2.4 - EAST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	P25 Station Equipment	Simulcast Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Bullfrog Creek	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Taylor Road	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Pinecrest #1	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Wimauma	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Herring St	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
D4 HQ	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Cork Knight	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Hurrah	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
PART D-4 System Total				\$62,560.00

**List any additional equipment charges not included
in the above rates:**

Services based on a10 Channel Site

D 2.5 - WEST SYSTEM P25 TRUNKED SIMULCAST SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE MAINTENACE SERVICES

Site Name	P25 Station Equipment	Simulcast Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
Tampa Gen. Hosp.	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Gunn Highway	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Temple Terrace	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Fire Station 20	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
TIA	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
EDOC (West)	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
78 th Street	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Morris Bridge	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Fire Station 15	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
Tampa VA	\$5,520.00	\$1,932.00	\$368.00	\$7,820.00
PART D-5 System Total				\$78,200.00

List any additional equipment charges not included in the above rates:

Services based on a 10 channel site
2 Channel Aircraft Site -P25 Station Equipment: \$736.00 /Antenna Systems: \$368.00 /Site Total: \$1104.00

D 2.6 - MUTUAL AID SYSTEM 800 MHz CONVENTIONAL SYSTEM ANNUAL ALIGNMENT AND PREVENTIVE SERVICES

Site Name	800 MHz EDACS Station Equipment	Simulcast Equipment	Voting Equipment	Antenna Systems TX Combiners RX M/C TTA Amps	Site Total
78 th Street	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Pinecrest	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Wimauma	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
EDOC	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Gunn Highway	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Fire Station 20	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Cork Knight	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
D4 HQ (RX Only)	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
Hurrah (RX Only)	\$552.00	\$552.00	\$368.00	\$92.00	\$1,564.00
PART D-6 System Total					\$14,076.00

List any additional equipment charges not included in the above rates:

D 2.7 - OTHER SYSTEM COMPONENTS ANNUAL ALIGNMENT AND PREVENTIVE SERVICES

Site Name	Integrated Multisite Controller & Common Equipment	Remote Console Electronics Controller & Common Equipment	Consoles	Network Switching Center & Network First Gateway	EDACS Data gateway TRIM-PC CAD-Link	IMC Manager & RCEC Manager	Site Total
78 th Street			\$552.00				\$552.00
SOC	\$7,360.00		\$8,740.00	\$17,440.00	\$920.00	\$1,472.00	\$35,932.00
EDOC		\$2,208.00			\$736.00		\$2,944.00
PSOC							\$0.00
Pinebrooke			\$552.00				\$552.00
PART D-7 System Total							\$39,980.00

List any additional equipment charges not included in the above rates:

Control point for P25 East at PSOC: \$736.00
Control Point for P25 West at EDOC: \$736.00

D 2.8 - ORIENT ROAD JAIL AND FALKENBURG ROAD JAIL UHF/DMR AND ACCESSORIES

Site Name	Base Station Equipment	Transmit Combiner Receiver Multicoupler	Server/ Networking Equipment	Logging Recorder	Consoles	Site Total
Orient Road Jail	\$690.00	\$552.00	\$1,472.00	\$3,036.00	\$1,840.00	\$7,590.00
Falkenburg Road Jail	\$690.00	\$552.00	\$1,472.00	\$3,036.00	\$1,840.00	\$7,590.00
PART D-8 System Total						\$15,180.00

List any additional equipment charges not included in the above rates:

D 2.9 - OTHER SYSTEM SERVICES

Service	[Note]	Total
Software Services, Upgrades & Labor		\$145,933.00
Sweep Backup Radio, Antennas SOC	Price Per Radio	\$138.00
Sweep Backup Radio, Antennas PSOC	Price Per Radio	\$138.00
Downtown TPA, Courthouse BDA/Zetron		\$2,990.00
Herring St/ Plant City Courthouse County System	Price Per Radio	\$138.00
Sweep Backup Radio Antennas Alternate Dispatch Pinebrooke Bldg.	Price Per Radio	\$138.00
Eye on Crime Bldg	Price Per Radio	\$138.00
Annual Testing of Two- Way Radio Communication Enhancement Systems	Quote based on current contract pricing	
BDAs/DAS Installs	Quote based on current contract pricing	
Site Assessments	Initial Assessments *	\$1,968.00
Annual Public Safety Radio Penetration BDA Inspection and Maintenance	Quote based on current contract pricing	
Site Assessments	Final Assessments *	\$2,922.00
Annual Public Safety Radio Penetration BDA Inspection and Maintenance	Quote based on current contract pricing	
PART D-9 System Total		
<u>List any additional equipment charges not included in the above rates:</u>		

Exacom Logging Recorder at ORJ: \$2218.00

Exacom Logging Recorder at FRJ: \$2779.00

Zetron Console at ORJ: \$8909.00

Exacom Logging Recorder at SOC: \$11,942.00

*L3Harris / Exacom / Zetron software and firmware upgrades and labor based on todays rate

D 2.10 - PROFESSIONAL SERVICES FOR SUPPORT OF COMMUNICATIONS SYSTEMS

Description of Professional Services			Total
System Technician			\$108.00
Maintenance Technician			\$108.00
Maintenance Bench Technician			\$108.00
RF Engineer			\$135.00
IT Engineer			\$150.00
System Installer			\$92.00
Vehicle Equipment Installer			\$92.00
Cabler			\$92.00
Support Staff			\$92.00
Project Manager			\$150.00
Site Manager			\$135.00
Emergency Service Rate			\$295.00 Plus 1.5 of Rate
Travel Time			Actual
Expenses			Actual plus 20%
Lodging			Actual
Per Diem (HCSO SOP 247 Rate)			HCSO SOP 247 Rate
PART D-10 System Total			\$

List any additional equipment charges not included in the above rates:

Regular Service Hours: Monday - Friday 8 AM to 5 PM Except Holidays
R/L Repair Technician - \$92.00
R/L Certification Technician - \$92.00
*Emergency Service Rate is a "HCSO request for service" after hours or on a Holiday
(Non regular service hours) a Flat Rate of \$295 per call out plus the technician's service rate x1.5 of the hourly rate.

D 2.11 - NEW PARTS & COMPONENTS

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Applied Concepts	Radar/Lidar Parts & Components	20%
ADRF	BDA	10%
Anixter	System/BDA/DAS Components	10%
DB Spectra	System Equipment	10%
Decatur	Radar Parts & Components	5%
Decko Link /Axxel	BDA	5%
EF Johnson	Radio & Accessories	10%
Endura	Chargers	15%
Exacom	Logging recorders	15%
Federal Signal	AVL, Paging, Lights, Sirens	10%
Fiplex	BDA	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Radar/Laser Parts & Components	15%
L3Harris	System/Terminal Parts	25%
L3Harris Intraplex	System Parts	10%
L3Harris Microwave	Microwave & Network Equipment	10%
Laser Tech	Radar/Laser Parts & Components	5%
MPH Industries	Radar/Laser Parts & Components	5%
Mutualink	Systems	5%
Omnitronics	Consoles	5%
Otto	Radio Accessories	15%
Polyphaser	System Parts	10%
Setcom	Headset/Radio Parts	10%
Spectracom	Net Clocks	5%
Stone Mountain	Radio Accessories	10%
Tait	Radios	20%
Tessco	System Parts	10%
TX-RX (BIRD)	System Parts	10%
Westell	BDA/DAS	10%
Whelen	Radio Mounts & Accessories	10%
Zetron	Dispatch	10%

D 2.11 - NEW PARTS & COMPONENTS

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimmeron	Radio & Accessories	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%
Eluma Tower	Tower	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20%

List any additional equipment charges not included in the above rates:

D 2.12 - NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
A.W. Enterprises	Radio Accessories	20%
ACT	Radio Accessories	10%
ADRF	BDA/DAS Equipment	10%
Advance Tec	Radio Accessories	10%
Andrew	System Equipment	10%
Anixter	System/BDA/DAS Equipment	10%
CAVcom	Hazmat Radio Equipment	5%
Ci Branded Batteries	Radio Accessories	10%
Ci Branded Products	Radio Accessories	10%
DB Spectra	System Equipment	10%
Decko Link (AXELL)	BDA	5%
EF Johnson	Radio & Accessories	15%
Eforce	CAD	5%
Endura	Radio Accessories	15%
Eupen	Cable and Connectors	10%
Exacom	Dispatch Logging Equipment	15%
Federal Signal	AVL, Paging, Lights, Sirens	15%
Fiplex	BDA/DAS Equipment	10%
Firecom	Radio Accessories	10%
Gamber Johnson	Radio Mounts & Accessories	10%
Havis	Radio Mounts & Accessories	10%
Honeywell	Batteries/Chargers	2%
ICOM	Radio & Accessories	15%
Impact	Radio Accessories	10%
Infinity Gear	Radio Accessories	10%
I-Tech	Radio Accessories	10%
Jotto Desk	Radio Mounts & Accessories	10%
Kenwood	Radio & Accessories	15%
Kustom Signal	Safety Products, Camera	10%
L3Harris	Mobile, Portable Radios and Accessories	28%
L3Harris	Base Station Equipment & Accessories	25%
L3Harris	System Equipment & Components	25%
L3Harris	Features, Encryption and Software Services	5%
L3Harris Microwave	Microwave	10%
Larson	Radio Accessories	10%
Lind	Radio Mounts & Accessories	10%
Midland	Radio & Accessories	10%
Mobotix	Camera	5%
New Communication Solutions	Radio Accessories	10%
Omnitronics	Dispatch Equipment	5%

D 2.12 - NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
Otto	Radio Accessories	15%
Plantronics	Radio Accessories	5%
Portaclick	Radio Accessories	5%
Power Products	Radio Accessories	15%
Pryme Gear	Radio Accessories	5%
PVP	Radio Accessories	5%
Pyramid	Repeaters	15%
Raytheon JPS	Inter-op Communications	5%
RFS	Antenna	15%
Samlex	Power Supplies	10%
Setcom	Radio Accessories	10%
Spectracom/Orolia	Net Clocks/NTP devices	5%
Stone Mountain	Radio Accessories	10%
Tait	Radio & Accessories	20%
Telex	Console	10%
Tessco	Radio Accessories	10%
TX - RX (BIRD)	Duplexer	10%
Unication	Pagers	5%
Vertex Standard	Radio & Accessories	10%
Westell	BDA/DAS Equipment	10%
Whelen	Radio Mounts & Accessories	15%
Zetron	Dispatch Equipment	10%

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Code 3	Emergency lighting	20%
Alcatel (Nokia)	System Parts	20%
American Signal	Signboards	20%
Aviat Microwave Systems	System Equipment	20%
Bendix King	Radio & Accessories	20%
Catalyst	VOIP/System Integration	20%
Cimmeron	Radio & Accessories	20%
David Clark	Headsets	20%
Dell	Computers/Servers/Monitors	20%
DX Radio	Radio & Accessories	20%
ELO	Monitors	20%
Eltek/Delta	DC Power Systems	20%

D 2.12 - NEW EQUIPMENT & ACCESSORIES

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
Eluma Tower	Tower	20%
Federal Signal	AVL, Paging, Lights, Sirens	20%
ICT	DC Power Supplies	20%
IDA	Radio & Accessories	20%
Lyncole	System Grounding	20%
MCM	Asset management software	20%
Microwave Networks (MNI)	Microwave & Network Equipment	20%
Motorola	Radio & Accessories	20%
Nokia	System Equipment	20%
Nuvico	CCTV	20%
Panasonic	Accessories	20%
Rohn Products	System Parts	20%
Sigtronics	Headset	20%
Sonetics	Headset	20%
Sound Off Signal	Emergency lighting	20%
Specialty Console Furniture	Dispatch Furniture	20%
Toshiba	UPS System	20%
Trip-lite	System Parts	20%
TX-RX	Antenna System Components	20%
Watson Consoles	Dispatch Furniture	20%
Xybix	Console furniture	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

D 2.13 - OTHER SERVICES, OPTIONS, ACCESSORIES

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Service/Options/Accessories	% Discount From List Price
Freedom	Service Monitors	5%
Janus	Potswaps - Software/Hardware	5%
Manufacturer	Type of Service/Options/Accessories	Fixed Pricing
Ci	Terminal*	\$65.00
Ci	Annual Maintenance Agreement - includes PM*	\$180.00
Ci	Extended Warranty - Through 5 years*	\$630.00
Ci	Front (Dash) Mount Radio Installaion	\$184.00
Ci	Remote (Trunk) Mount Radio Installaion	\$258.00
Ci	Front (Dash) Mount Radio Removal	\$92.00
Ci	Front (Dash) Mount Radio Removal	\$92.00
Ci	Control Station Installation	\$920.00
Ci	Dual Control Adder	\$138.00
Ci	Fire Truck Adder	\$460.00
Ci	Ambulance Adder	\$460.00
Ci	Motorcycle Adder	\$184.00
Ci	Marine Adder	\$460.00
Ci	Heavy Building Adder	\$552.00
Ci	AVL/Mobile Data Equipment Install	\$258.00
Ci	In-Car Charger Install	\$92.00
Ci	Radio Programming	\$46.00
Ci	SCADA Site PM	\$216.00
Ci	(Radios)	\$46.00
Ci	L3Harris Firmware Updates	\$46.00
Ci	BeOn System Administration (Per Hour)	\$108.00
Ci	Code plug development (Per Hour)	\$150.00
Ci	Interference Testing	Quote based on current contract
Ci	BDA Annual Maintainance	Quote based on current contract
Ci	BDA Radio Penetration Assessments	Quote based on current contract
Ci	Public Safety Radio Penetration Testing	Quote based on current contract
Ci	RCDD BDA/DAS Design	Quote based on current contract

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Services/Options/Accessories	% Markup above Cost
ADRF	Return/Repair or Exchange of Equipment	20%
Alcatel (Nokia) & Infinity	Return/Repair or Exchange of Equipment	20%
All Dehydrators	Return/Repair or Exchange of Equipment	20%
Cisco	Return/Repair or Exchange of Equipment	20%
DB Spectra	Return/Repair or Exchange of Equipment	20%
Elo	Return/Repair or Exchange of Equipment	20%
Fiplex	Return/Repair or Exchange of Equipment	20%
Harris Intraplex	Return/Repair or Exchange of Equipment	20%
L3Harris	Return/Repair or Exchange of Equipment	20%
Toshiba	Return/Repair or Exchange of Equipment	20%
TXRX	Return/Repair or Exchange of Equipment	20%
Radar/Laser Equipment	Return/Repair or Exchange of Equipment	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

*In-production Equipment & Accessories

D 2.14 - REPLACEMENT SPARE PARTS (REFURBISHED or EXCHANGED) & PARTS FOR REPAIR

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/Components	% Discount From List Price
L3Harris	Mobile and Portable Radios parts - New	28%
L3Harris	Harris System Equipment - New	25%
TAIT	Mobile and Portable Radios parts - New	25%
TAIT	TAIT System Equipment - New	25%

PRICING BASED ON ACTUAL COST PLUS MARKUP

Manufacturer	Type of Parts/Components	% Markup above Cost
ADRF	Return/Repair or Exchange of Equipment	20%
Alcatel (Nokia) & Infinity	Return/Repair or Exchange of Equipment	20%
All Dehydrators	Return/Repair or Exchange of Equipment	20%
Cisco	Return/Repair or Exchange of Equipment	20%
DB Spectra	Return/Repair or Exchange of Equipment	20%
Elo	Return/Repair or Exchange of Equipment	20%
Fiplex	Return/Repair or Exchange of Equipment	20%
Harris Intraplex	Return/Repair or Exchange of Equipment	20%
L3Harris	Return/Repair or Exchange of Equipment	20%
Toshiba	Return/Repair or Exchange of Equipment	20%
TXRX	Return/Repair or Exchange of Equipment	20%
Radar/Laser Equipment	Return/Repair or Exchange of Equipment	20%

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

In-production Equipment & Accessories

D 2.15 ADDITIONAL COMPONENTS AND SERVICES (MUST BE FULLY DESCRIBED/EXPLAINED)

DESCRIPTION OF ADDITIONAL COMPONENTS	Fixed Pricing
Ci - Annual Preventive Radio Maintenance-Terminal*	\$65.00
Ci - Annual Maintenance Agreement - includes PM*	\$180.00
Ci - Extended Warranty - Through First 5 years*	\$630.00
DESCRIPTION OF ADDITIONAL SERVICES	% Markup above Cost
FCC License Consulting	20%
Land Development	20%
Permits	20%
Soil Samples	20%
P.E. Seals	20%
Tower Designs	20%
Tower Designs	20%
Shelter Foundation	20%
Shelter	20%
Fencing	20%
Landscaping & Irrigation	20%
Tower Construction	20%
UPS	20%
Power Generator	20%
Air Conditioner	20%
Other System Components/Equipment	20%
DC Power Systems & Batteries	20%
System Design	20%
Antenna Installations	20%
High Pole Lights Maintenance	20%
Parking Lot Lights and Lobby Lights Maintenance	20%
CCTV Camera Replacement/Maintenance	20%
System Support Services & Equipment	
A) Generator	20%
B) HVAC	20%
C) Electrical	20%
D) Tower	20%
E) General	20%
F) Lawn Maintenance	20%
G) Civil Work	20%
H) Grounding	20%
Maintenance Quarterly, Semi Annual & Annual	
A) Shelter Maintenance	20%
B) Janitorial Services Maintenance	20%
C) Heating and Air Conditioning	20%
D) Emergency Generator Inspection	20%
E) DC Plant and Batteries	20%
F) UPS	20%

List any additional equipment charges not included in the above rates:

* Ci Maintenance and extended warranty on L3Harris current models.

D 2.16 - FLAT RATE REPAIRS INCLUDING PARTS

TYPES OF SERVICES / EQUIPMENT	COST Plus %
L3Harris Flat Rate Repair - Terminals	20%
L3Harris Flat Rate Repair - System Components	20%
TAIT Flat Rate Repair - System/Radios	20%
ADRF	20%
Alcatel (Nokia) & Infinity	20%
All Dehydrators	20%
Cisco	20%
DB Spectra	20%
Elo	20%
Harris Intraplex	20%
L3Harris	20%
TXRX	20%
Radar/Laser Equipment	20%

Services for System upgrades will be quoted on a case by case basis.

Manufacturers not listed above will be considered as Cost plus Markup 20 %

List any additional equipment charges not included in the above rates:

Additional Rates for all service repairs;

Uneconomical to repair - \$184.00

No Trouble Found - \$92.00

Diagnostic Fee - \$92.00

D 2.17 - Communications Tower Structure and Antenna System Maintenance Requirements

Line #	Description of Work	Price	UOM
1	Annual Inspection as listed in Part C - Specifications and Scope of Work	\$6.75	ft
2	Profiling of Tower Structure and appurtenances (including antennas and transmission lines)	\$9.45	ft
3	Profiling of Tower Structure and appurtenances when performed in conjunction with an annual tower inspection	\$6.60	ft
4	Painting of Self-Supporting Tower Structures (in accordance with FAA Requirements)	\$27.50	ft
5	Painting of Guyed Tower Structures (In accordance with FAA Requirements)	\$17.60	ft
6	Dismantle, Removal and Disposal of existing SelfSupporting Towers	\$99.00	ft
7	Dismantle, Removal and Disposal of existing Guyed Towers	\$88.00	ft
8	Tower Lighting System (Inspection and Repairs as may be required)	\$6.50	ft
9	Antenna and/or transmission line (Inspection and Repairs as may be required)	\$5.75	ft
10	Replacement of Jumper Cables	\$5.50	ft
11	Install Antenna with 7/8" Transmission line to include installation of mounting brackets, hangers and hardware	\$7.00	ft
12	Install Antenna with 1-5/8" Transmission Line to include installation of mounting brackets, hangers and hardware	\$7.50	ft
13	Install 1/2" Transmission Line to include hangers and hardware	\$6.50	ft
14	Install 7/8" Transmission Line to include hangers and hardware	\$7.00	ft
15	Install 1-5/8" Transmission Line to include hangers and hardware	\$7.50	ft
16	Antenna Removal and Replacement	\$6.50	ft
17	Antenna Removal Only	\$6.00	ft
18	1/2" Transmission Line and Connector Removal and Replacement	\$6.50	ft
19	7/8" Transmission Line and Connector Removal and Replacement	\$7.00	ft
20	1-5/8" Transmission Line and Connector Removal and Replacement	\$7.25	ft
21	1/2" Transmission Line Removal only to include hangers	\$6.50	ft
22	7/8" Transmission Line Removal only to include hangers	\$7.00	ft
23	1-5/8" Transmission Line Removal only to include hangers	\$7.25	ft
24	1/2" Connector Removal and Replacement	\$5.50	ft
25	7/8" Connector Removal and Replacement	\$5.50	ft
26	1-5/8" Connector Removal and Replacement	\$5.50	ft
27	1-5/8" Connector Removal and Replacement	\$5.50	ft
28	Tower Top amplifier Installation to include installation of Mounting brackets and hardware	\$5.50	ft
29	Tower Top Amplifier Removal and Installation	\$92.00	Man Hr

Line #	Description of Work	Price	UOM
30	Install 6 ft. Microwave Dish with Pressurized Waveguide Transmission Line to include mounting brackets, hangers, Hardware and Pressurization	\$9.00	ft
31	Removal of 6 ft. Microwave Dish with Pressurized Waveguide Transmission Line to include mounting brackets, hangers, Hardware and Pressurization	\$9.00	ft
32	Microwave Feed Horn Removal and Replacement	\$6.50	ft
33	Microwave Feed Horn Removal Only	\$6.35	ft
34	Microwave Dish Optimization (Specify number of Personnel)	\$92.00	Man Hr
35	Sweeping of Transmission lines to include copy of Sweep Documentation	\$250.00	Line
36	Sweeping of Transmission lines to include copy of Sweep Documentation when performed in conjunction with another task listed in the price schedule	\$150.00	Line
37	Miscellaneous Tower, Antenna, Transmission Line work Provide hourly rates below for various personnel		

(Invoiced Hourly rates to be based upon time spent on site)

	Technician	\$92.00	Man Hr
	Site Manager	\$135.00	Man Hr
	Project Manager	\$150.00	Man Hr
38	Flat Rate Travel - Round Trip	\$200.00	
39	Flat Rate Travel - Emergency Call Out	\$400.00	
40	List any additional equipment charges not included in the above rates	20%	Cost Plus

Hillsborough County Sheriff's Office reserves the right to request hourly rate proposals for any of the above proposed services.

NOTE TO PROPOSER: When work is required on towers or antennas that are located on rooftops, the price per foot shall apply only to the tower or antenna structure itself. The measurement will begin at the base of the tower or antenna, not at ground level.

D 2.18 - UPS Systems, DC Power Systems and Battery Systems RFP Proposal

Site Name	UPS System	DC Power System	Battery System	Site Total
78 th Street	\$4,066.00	\$275.00	N/A	\$4,341.00
Bullfrog Creek	\$2,623.00	\$275.00	N/A	\$2,898.00
Taylor Road	\$2,623.00	\$275.00	N/A	\$2,898.00
Pinecrest	\$2,623.00	\$275.00	N/A	\$2,898.00
Plant City	\$2,623.00	\$275.00	N/A	\$2,898.00
Wimauma	\$2,623.00	\$275.00	N/A	\$2,898.00
Himes Avenue	\$2,623.00	\$275.00	N/A	\$2,898.00
EDOC	\$4,065.00	\$275.00	N/A	\$4,340.00
EDOC (Backup Radio)		\$0.00	\$0.00	\$0.00
D4 HQ	\$1,860.00	\$275.00	N/A	\$2,135.00
Hurrah	\$1,860.00	\$275.00	N/A	\$2,135.00
Tampa Gen. Hosp.	\$2,623.00	\$275.00	N/A	\$2,898.00
Gunn Highway	\$2,623.00	\$275.00	N/A	\$2,898.00
Fire Station 10	\$2,623.00	\$275.00	N/A	\$2,898.00
Fire Station 20	\$2,623.00	\$275.00	N/A	\$2,898.00
Cork Knight	\$2,623.00	\$275.00	N/A	\$2,898.00
SOC	\$4,065.00	\$275.00	N/A	\$4,340.00
SOC (Backup Radio)		N/A	N/A	\$0.00
ORJ 18 KVA	\$2,623.00	N/A	N/A	\$2,623.00
ORJ 1.5 KVA	\$1,152.00	N/A	N/A	\$1,152.00
ORJ 1.0 KVA	\$1,152.00	N/A	N/A	\$1,152.00
Video Downlink	\$840.00	N/A	N/A	\$840.00
Radio Shop	\$840.00	\$275.00	\$0.00	\$1,115.00
Spare	\$840.00	N/A	N/A	\$840.00
Herring St	\$2,436.00	\$275.00	N/A	\$2,711.00
Morris Bridge	\$2,436.00	\$275.00	N/A	\$2,711.00
Fire Station 15	\$2,436.00	\$275.00	N/A	\$2,711.00
Tampa VA	\$2,436.00	\$275.00	N/A	\$2,711.00
Falkenburg Rd Jail	\$840.00	\$275.00	N/A	\$1,115.00
Taylor Rd (Old)	\$2,623.00	\$275.00	N/A	\$2,898.00
Pinebrooke	\$840.00	N/A	N/A	\$840.00
TIA	\$2,436.00	\$275.00	N/A	\$2,711.00
Temple Terrace – Fire Station 1	\$2,436.00	\$275.00	N/A	\$2,711.00
TOTAL PART D-18				\$78,010.00

List any additional equipment charges not included in the above rates:

Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

Parts and Components

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

Parts and Components

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

D 2.18 - UPS Systems, DC Power Systems and Battery Systems RFP Proposal

Site Name	UPS System	DC Power System	Battery System	Site Total
78 th Street	\$4,066.00	\$275.00		\$4,341.00
Bullfrog Creek	\$2,623.00	\$275.00		\$2,898.00
Taylor Road	\$2,623.00	\$275.00		\$2,898.00
Pinecrest	\$2,623.00	\$275.00		\$2,898.00
Plant City	\$2,623.00	\$275.00		\$2,898.00
Wimauma	\$2,623.00	\$275.00		\$2,898.00
Himes Avenue	\$2,623.00	\$275.00		\$2,898.00
EDOC	\$4,065.00	\$275.00		\$4,340.00
EDOC (Backup Radio)		\$0.00	\$0.00	\$0.00
D4 HQ	\$1,860.00	\$275.00		\$2,135.00
Hurrah	\$1,860.00	\$275.00		\$2,135.00
Tampa Gen. Hosp.	\$2,623.00	\$275.00		\$2,898.00
Gunn Highway	\$2,623.00	\$275.00		\$2,898.00
Fire Station 10	\$2,623.00	\$275.00		\$2,898.00
Fire Station 20	\$2,623.00	\$275.00		\$2,898.00
Cork Knight	\$2,623.00	\$275.00		\$2,898.00
SOC	\$4,065.00	\$275.00		\$4,340.00
SOC (Backup Radio)		N/A	N/A	\$0.00
ORJ 18 KVA	\$2,623.00	N/A	N/A	\$2,623.00
ORJ 1.5 KVA	\$1,152.00	N/A	N/A	\$1,152.00
ORJ 1.0 KVA	\$1,152.00	N/A	N/A	\$1,152.00
Video Downlink	\$840.00	N/A	N/A	\$840.00
Radio Shop	\$840.00	\$275.00	\$0.00	\$1,115.00
Spare	\$840.00	N/A	N/A	\$840.00
Herring St	\$2,436.00	\$275.00		\$2,711.00
Morris Bridge	\$2,436.00	\$275.00		\$2,711.00
Fire Station 15	\$2,436.00	\$275.00		\$2,711.00
Tampa VA	\$2,436.00	\$275.00		\$2,711.00
Falkenburg Rd Jail	\$840.00	\$275.00		\$1,115.00
Taylor Rd (Old)	\$2,623.00	\$275.00		\$2,898.00
Pinebrooke	\$840.00	N/A	N/A	\$840.00
TIA	\$2,436.00	\$275.00		\$2,711.00
Temple Terrace – Fire Station 1	\$2,436.00	\$275.00		\$2,711.00
TOTAL PART D-18				\$78,010.00

List any additional equipment charges not included in the above rates:

Professional Services for Support of UPS Systems, DC Power Systems and Battery Systems

Description of Professional Services	Hourly Rate or Rate
System Technician	\$108.00
Maintenance Technician	\$108.00
Maintenance Bench Technician	\$108.00
Power Engineer	\$184.00
System Installer	\$108.00
Emergency Service Rate	\$330.00
Travel Time	\$200.00
Expenses	Cost plus markup
Lodging	Cost plus markup
Per Diem (HCSO SOP 247 Rate)	HCSO SOP 247 Rate

Regular Services Hours:

List any additional equipment charges not included in the above rates:

Electrician \$92.00/hr

UPS Service Technican \$184.00/hr

Parts and Components

PRICING BASED ON MANUFACTURERS PUBLISHED LIST PRICE LESS DISCOUNT

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing Based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup Above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

Replacement or Additional Equipment

Replacement Equipment Pricing based on Manufacturers Published List Price Less Discount

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Replacement or Additional Equipment Pricing based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup above Cost	HCSO Price
Toshiba International	Replacement Parts		20%	
Eltek/Delta	DC Power Systems		20%	
ICT	DC Power Systems		20%	
Lyncole	System Grounding		20%	
Trip-lite	DC Power Systems		20%	
Aviat Microwave Systems	Replacement Parts		20%	
Microwave Networks (MNI)	Replacement Parts		20%	
Alcatel (Nokia)	Replacement Parts		20%	
Infinity	Replacement Parts		20%	

Other Services, Options, Accessories

Pricing based on Manufacturers Published List Price Less Discount

Manufacturer	Type of Parts/ Components	List Price	% Discount From List	HCSO Price
N/A				

Pricing based on Actual Cost Plus Markup

Manufacturer	Type of Parts/ Components	List Price	% Markup above Cost	HCSO Price
ElteklPCP Rectifiers - DC Rectifiers	DC Power Systems		20%	
Newmar Power - DC Systems	DC Power Systems		20%	
Eltek/PCP - DC Plant Components	DC Power Systems		20%	
Toshiba - UPS Components	DC Power Systems		20%	



L3HARRIS™
FAST. FORWARD.

TERMINAL **MANAGED SERVICES**

Keep Your Radios Operating
at Peak Performance





MAXIMUM RELIABILITY, LONGER LIFESPANS

Choose from three tiers of support for your critical terminal devices

Handheld and mobile radio devices are the critical link at the edge of your network, helping team members stay connected, productive and safe.

To maximize the reliability and lifespan of your XL portable and mobile devices, L3Harris offers services such as comprehensive maintenance, software refreshes and repair services in three cost-effective tiers.

ASSIST »»



If your team is staffed to maintain terminal devices, your organization may only need a few key services. The L3Harris Terminal Service Assist tier includes the following capabilities to keep end-user devices operating at peak performance.

Preferred Technical Support

Knowledgeable, experienced Product Specialists and System Engineers provide tech support for product operations, programming, maintenance and troubleshoot/repair processes. Phone and online support resources are available during work hours—8:00 AM-5:00 PM EST. Calls are logged in our state-of-the-art call tracking system and resolutions are categorized in an evergreen knowledge base.

Standard Repair Services

We support all L3Harris portable and mobile radios performing operational checks to identify any problems and the necessary repairs. This cost-effective, flat-rate program¹ completes repairs in approximately ten business days.

Software Managed Services (SMS)

Keeping terminal and system infrastructure software up-to-date is vital to maintaining the value of your investments. The Assist SMS for terminals provides issue resolution releases of XL radio software. Releases may also contain improvements and enhancements for current generation radio software. They also unlock new product capabilities and licensed features as they become available.²

PARTNER »»



The L3Harris Terminal Service Partner tier gives you training, online access to technical knowledge and on-call technicians. We provide proactive maintenance and repairs, so you can confidently focus on other aspects of your operation. **The Terminal Service Partner Tier enhances the Assist Tier Technical Support to the Premium (24/7/365) level and provides licensed XL radio software SMS updates.**

Annual Preventive Maintenance and Tune Up

L3Harris technicians perform annual maintenance, including scheduled tests, inspections and alignment on a customers' terminals to optimize performance and recommend repairs or replacements as needed. This service also ensures that terminals meet L3Harris specifications and FCC regulations.

L3Harris Training University (HTU), Virtual and Classroom Training

Training is important to maintain and enhance the skills of personnel who have the responsibility to operate, program and/or maintain terminals. HTU and virtual training, optionally available in the Partner tier, give your team knowledge and confidence. Traditional classroom training is available at our L3Harris Technical Training Center in Lynchburg, Virginia or at your facility.

¹ Pricing applies to units that are defective through normal wear and usage.

² Some additional features may require additional purchase.

MANAGED »»



Because terminal device reliability is key to effective field communications, the L3Harris Terminal Service Managed tier helps keep your team's equipment ready... and gives you maximum peace of mind. **The Terminal Service Managed Tier includes services from the other two tiers with the following changes or additions:**

Expedited Repair Services

We support all L3Harris portable and mobile radios and perform operational checks to identify any problems and the repairs required. As part of the Managed tier, our standard process is expedited so your equipment can be back in the field fast. This cost-effective, flat-rate repair service¹ completes repairs in approximately five business days.

Software Managed Service (SMS) Installation

L3Harris technicians will manage the installation of new terminal software. As part of this service, we:

1. Provide an installation schedule and approximate completion time
2. Install the software needed for your radios to continue functioning at peak performance
3. Provide a Summary Report of actions

On-Site Training

L3Harris provides three days of customized on-site training for up to ten people at your facility on your schedule. The scope of training is determined by you and your L3Harris Training Manager and focuses on terminal product operation, programming and/or maintenance topics.

Fleet Database Updates for New Terminals (UAS)

When a new agency joins a system with a large number of radios and talkgroups, L3Harris engineers can bring users online quickly. Once you define the fleet structure and Unit IDs, we access the administration application to complete the addition of the records.

On-Site Radio Programming (RPM2)

When a new system is deployed or a large number of additional radios must be activated on an existing system, L3Harris technicians program your radios on-site to bring the users online rapidly. For customers with smaller quantities of radios to be programmed, we work with you to define the most efficient process, which may include bringing or shipping radios to a service location.



ON-DEMAND SERVICES

Each tier of support provides you the option to access On-Demand Services as needed. If a situation arises that's not part of your original scope of work, L3Harris will respond quickly and provide a quote for services. On-Demand Services may include:

- Installation or removal of mobile radio equipment after the initial installation
- Repair of radio equipment damaged by vandalism, abuse or physical neglect
- Rapid reprogramming or deployment of additional radios due to an unplanned event, such as a hurricane



COMPARE >>>

Here's a look at the services included in each tier. Get the support and confidence you need by keeping your terminal devices at peak performance. Talk to us about L3Harris Terminal Managed Services today.

	Assist	Partner	Managed
Preferred Technical Support PTS	✓		
Standard Repair Services	✓	✓	
Software Managed Services (SMS)	✓	✓	✓
Premium Technical Support PTS		✓	✓
Annual Preventive Maintenance and Tune Up		✓	✓
HTU, Virtual and Classroom Training	Available option		
Expedited Repair Services			✓
SMS Installation			✓
On-Site Training			✓
Fleet Database Updates for New terminals (UAS)			✓
On-site Radio Programming (RPM2)			✓
On-Demand Services	Available option	Available option	Available option

*Enhanced and custom services available

FAST. FORWARD.

Terminal Managed Services

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L3Harris Technologies is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.



U.S. EQUIPMENT WARRANTY

- A. L3Harris Technologies, Inc., a Delaware Corporation, through its Communication Systems Segment (hereinafter “Seller”) warrants to the original purchaser for use (hereinafter “Buyer”) that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty and are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller’s obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer’s giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only
 2. for service parts, ninety (90) days
 3. for mobile and portable radios (“Subscriber Units”), twenty-four (24) months
 4. for Unity® model Subscriber Units, thirty-six (36) months
 5. for radio accessories, one (1) year
 6. for all other equipment of Seller’s manufacture, one (1) year
- C. During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or hardware to Buyer. All warranty work must be conducted during normal business hours at Seller’s place of business. Any repaired or replacement parts or Hardware furnished hereunder shall be warranted for the remaining unexpired portion the original Warranty Period of that part or Hardware. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller’s commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or Hardware less depreciation.
- D. Seller’s obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller’s written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.



Communication Systems Segment
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
1-800-368-3277

Communication Systems Segment
1680 University Avenue
Rochester, NY 14610
1-585-244-5830

U.S. RECHARGEABLE **BATTERY WARRANTY**

- A. L3Harris Technologies, Inc., a Delaware Corporation, through its Communication Systems Segment (hereinafter “Seller”) warrants to the original purchaser for use (hereinafter “Buyer”) that nickel-cadmium, nickel-metal hydride, lithium-ion, and lithium-polymer batteries supplied by Seller shall be free from defects in material and workmanship, and shall conform to its published specifications for a period of twelve (12) months from the date of purchase.
- B. For purposes of this warranty, batteries shall be deemed defective if, while complying with L3Harris’ white paper: *ECR-7367 Harris NiCd, NiMH, and Li-Ion Battery User’s Guide*, (1) the measured capacity of the battery is less than 80% of its rated value, or (2) the battery develops leakage.
- C. If any battery fails to meet the foregoing warranty, Seller shall correct the failure by issuing a replacement battery upon receipt of the defective battery at an Authorized Service Center (ASC) or Seller factory (for OpenSky® Equipment only).
- D. Replacement batteries shall be warranted only for the remaining unexpired warranty period of the original battery. This warranty becomes void if:
1. The battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident.
 2. The battery is used in equipment or service other than the radio equipment for which it is specified.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or non-conformity of any battery, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.

To obtain the name and address of an Authorized Service Center (ASC), ask your salesperson, or call one of the factory number(s) printed at the bottom of this page.

To obtain a copy of the white paper *ECR-7367 Harris NiCd, NiMH, and Li-Ion Battery User’s Guide*, visit the L3Harris PSPC Info Center > White Papers (<https://premier.pspc.l3harris.com>), or email PSPC Customer Care at pspc_custfocus@l3harris.com.



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221 Jefferson Ridge Parkway
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1680 University Avenue
Rochester, NY 14610
1-585-244-5830

ADVANCED RF TECHNOLOGIES: WARRANTY AND REPAIR POLICY

1.1 General Warranty

Each active product manufactured by Advanced RF Technologies, Inc. ("ADRF") carries a Standard Warranty period of two (2) years unless indicated otherwise on the package or in the acknowledgment of the purchase order.

Passive components carry a Standard Warranty period of one (1) year unless indicated otherwise on the package or in the acknowledgment of the purchase order.

1.2 Limitations of Warranty

Your exclusive remedy for any defective product is limited to the repair or replacement of the defective product. ADRF may elect which remedy or combination of remedies to provide in its sole discretion. ADRF shall have a reasonable time after determining that a defective product exists to repair or replace the problem unit. ADRF Standard Warranty applies to repaired or replaced products for the balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced product, whichever is longer.

1.3 Limitation of Damages

The liability for any defective product shall in no event exceed the purchase price for the defective product.

1.4 No Consequential Damages

ADRF has no liability for general, consequential, incidental or special damages.

1.5 Additional Limitation on Warranty

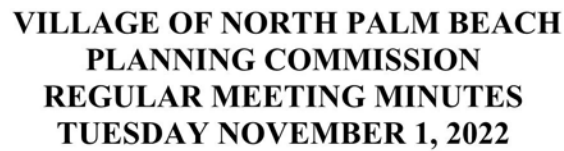
ADRF Standard Warranty does not cover products which have been received improperly packaged, altered, or physically damaged. For example, broken warranty seal, labels exhibiting tampering, physically abused enclosure, broken pins on connectors, any modifications made without ADRF authorization, will void all warranty.

1.6 Return Material Authorization (RMA)

No product may be returned directly to ADRF without first getting an approval from ADRF. If it is determined that the product may be defective, you will be given an RMA number and instructions on how to return the product. An unauthorized return, i.e., one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped to the address on the RMA in an approved shipping container. You will be given our courier information. It is suggested that the original box and packaging materials should be kept if an occasion arises where a defective product needs to be shipped back to ADRF. To request an RMA, please call (800) 313-9345 or send an email to techsupport@adrftech.com.

1.7 Restocking

No product may be returned directly to ADRF without first getting an approval from ADRF and the purchase amount must exceed \$100. Returned units are subject to a 20% restocking fee. Products must be returned within 90 day of the purchase date (at your expense) through trackable means such as UPS or FedEx. Product must be in original condition, original product packaging, unopened, unmodified, and unused. To request an RMA, please call (800) 313-9345 or send an email to techsupport@adrftech.com.



Cory Cross, Chairman
Donald Solodar, Vice Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Kathryn DeWitt, Member
Scott Hicks, Member
Nathan Kennedy, Member

Council Member: David Norris, Councilman

Chairman Cross called the meeting to order at 6:36 PM.

All members of the Planning Commission were present.

The Minutes of the September 6, 2022 and October 11, 2022 Regular Meetings were approved as written.

There were no Ex Parte Communications declared by the Board.

Attorney Len Rubin swears in all persons speaking.

1. Public Safety Building Parking

Motion: Mr. Solodar moved to remove the item from the table. Dr. Kennedy seconded the motion, which passed 7-0.

Mr. Ahrenholz presented a request from the Public Works Department regarding the need to add two (2) additional parking spaces in the front of the Fire Department facility for the Fire Chief and District Fire Chief. With the addition of new vehicles to the fire department fleet, valuable space within the fire bay has decreased. The Fire Chief and District Fire Chief vehicles are now required to park outside, and deployment of these vehicles from the rear of the facility slows response and does not allow the vehicles to utilize the emergency traffic light at the front of the building. The two new parking spots are planned to be placed on the southwest corner of the building and integrated into the main fire bay driveway. Properly angled, these spots will be partially screened from U.S. 1 with appropriate foliage. The spaces will be constructed with a minimum of 5" thick reinforced concrete at a 60° angle to the existing driveway. Staff is recommending the Planning Commission approve the request.

The Planning Commission asked for whom are the two parking spots needed.

Motion: Dr. Kennedy moved to approve the application as presented. Mr. Hogarth seconded the motion, which passed 7-0.

B. RECOMMENDATIONS TO VILLAGE COUNCIL

1. C-3 Regional Business District

Village initiated zoning text amendment to the existing C3 zoning district.

Mr. Dana Little, Treasure Coast Regional Planning Council, made a presentation regarding the C3 zoning district, detailing how the TCRPC developed the Village Master Plan in 2016, as a multi-agency effort looking for development opportunities along the US 1 and Northlake Blvd. corridors. A Charrette was held to obtain public input to create a Master Plan. TCRPC recommended dialogue between the Village and the Town of Lake Park so that any redevelopment on the former Twin City Mall site would be unified.

A market study was conducted between September through November 2021, which revealed market support for up to 800 dwelling units just on the North Palm Beach portion, or 1,050 residential units in total on the site. There is potential for office, hotel, and retail space, with retail having limited demand. A walkable, multi-use environment with a network of streets, blocks and civic open spaces is desirable. Parking should be on-street.

Mr. Little answered Planning Commission questions regarding ratio concepts, FAR, and building heights.

Mr. Ahrenholz discussed the information presented is based on building height and set backs, but not parking. He advised that the Town of Lake Park approved their regulations earlier this year. The applicant was not present as he is willing to work within the Village's code. A Power Point presentation was given. It showed comparison of Lake Park's code to North Palm Beach's proposed. He answered the Planning Commission members' questions.

The Chairman opened the floor for public comments.

Debra Cross, 2560 Pepperwood Cir. S – concerned with building height and density, and landscaping is not addressed.

The Chairman closed the floor to public comments.

Minutes of Village Planning Commission Regular Meeting held on November 1, 2022

The Planning Commission ensued with detailed and lengthy discussion concerning the code revision process, how the code may look if a site plan was not being proposed, lighting design, landscaping, signage, on-site parking and golf cart parking, building height, and the lack of public interest. It was recommended that TCRPC review FAR versus density.

Mr. Huff advised that TCRPC will review the code in the next few weeks and the Planning Commission will have an opportunity to review the comments. He feels a more detailed conceptual plan is needed.

Mr. Little suggests holding a public workshop prior to the review so that public comments can also be taken into consideration.

Motion: Mr. Haigh recommend the item be continued to the next meeting. Ms. DeWitt seconded the motion, which passed 7-0.

2. Future Land Use Element

Village initiated comprehensive plan amendment to the Future Land Use Element affecting density within the C3 district.

Motion: Mr. Haigh recommend the item be continued to the next meeting. Ms. DeWitt seconded the motion, which passed 7-0.

3. Property Rights Element

Village initiated comprehensive plan amendment to include a Property Rights Element.

Mr. Ahrenholz presented the property rights element amendment passed by the Florida legislature which recommends each municipality have a property rights element in their code/master plan.

Motion: Mr. Solodar moved to recommend the item to the Village Council. Dr. Kennedy seconded the motion, which passed 7-0.

4. Prosperity Village PUD

Informal recommendation to the Village Council for minor modification to Ordinance 2021-12 affecting the Tree Disposition Plan.

Mr. Ahrenholz presented the staff report and recommendation to modify the Tree Disposition Plan for a tree in the island at the entrance of Prosperity Village as tree is not doing well at that location, and to relocate it to the back of the property.

The Planning Commission discussed what size tree is required; would like to see larger trees to replace it.

Motion: Mr. Haigh moved to recommend to Village Council to recommend branch growth minimum size 8-10 inch caliper and 25 foot spread.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- 200 Yacht Club Dr. appeal has been stayed. Staff is currently waiting on the applicant to reach back out. Council mentioned 2nd week of January, and would like the Planning Commission to review any updates.
- Second story house issue went before Council.
- Ad Hoc Committee will be discussing sheds and artificial turf at the next meeting Thursday 11/17/2022.
- A new planner has been hired and will be starting in a few weeks.

B. Commission Member Comments:

- Need to start work on sign plan.
- Has Doris Market plaza obtain a permit to paint.
- Status of Lake Park's on the plan for the apartment building.
- Sidewalk will be put in from Northlake to Palmetto once apartment building is built.
- More detail should be given for public workshops such as Twin City Mall zoning as opposed to C-3 zoning.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 9:08 PM.

Minutes typed by Jane Lerner



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY DECEMBER 6, 2022**

Present:

Cory Cross, Chairman
Donald Solodar, Vice Chair
Jonathan Haigh, Member
Thomas Hogarth, Member
Kathryn DeWitt, Member
Scott Hicks, Member
Nathan Kennedy, Member

Len Rubin, Village Attorney
Alex Ahrenholz, Acting Director of Community Development

Council Member:

Susan Bickel, President Pro Tem

.....
I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:30 PM.

A. ROLL CALL

All members of the Planning Commission were present

II. APPROVAL OF MINUTES

Motion by Donald Solodar, Second by Scott Hicks to approve the minutes of the November 1, 2022 regular meeting. Motion Passed 7-0

III. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chris Ryder (118 Dory Rd S.)- Utility concurrency, SFWMD water works plan and updated population projects needs to be addressed before approving additional projects. Re-address the changes made to the CMU zoning district and comprehensive plan in 2020.

Bob Starkey (36 Yacht Club Dr.)- Clarification needed for the process of C3 zoning district changes.

IV. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

V. QUASI-JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. 2022-1794 420 US Highway 1- Building Paint Colors

Application by SOVS Holdings, LLC for new building paint colors to the existing shopping center.

Item was previously tabled at the October 11, 2022 planning commission meeting. Motion to remove from the table made by Donald Solodar, second by Nathan Kennedy and motion passed 7-0. Staff presentation made by Alex Ahrenholz explaining the changes made to the color palette and staff recommends approval as presented.

The Planning Commissions members clarified whether the signs would be painted as well.

There were no comments from the public.

Motion: Kathryn DeWitt moved to approve the application as submitted with the condition that the signage is painted to match the new building color. Thomas Hogarth seconded the motion, which passed 7-0.

B. RECOMMENDATIONS TO VILLAGE COUNCIL

1. C-3 Regional Business District

Village-initiated zoning text amendment to the existing C3 zoning district

Staff presentation made by Alex Ahrenholz to discuss the changes made from the meeting in November as well as an update to the items of the code that need additional review following the Village Council workshop and discussions with Treasure Coast Regional Planning Council (TCRPC). Staff recommending tabling the item to the next Planning Commission meeting.

Additional presentation was given by Dana Little (427 New York St. West Palm Beach, FL) on behalf of Treasure Coast Regional Planning Council to discuss some recommendations to code changes needed the currently proposed regulations. Most of the changes proposed are for the frontages on US Highway 1 and Palmetto Drive.

Public Comments:

Rita Budnyk- 804 Shore Dr.- spoke in opposition to the changes. Need to follow TCRPC

Tim Hullihan- 840 Country Club Dr.- Spoke in opposition to the changes

Chris Ryder- 118 Dory Rd S.- Spoke in opposition to the changes

Deborah Cross- 2560 Pepperwood Circle S.- hesitant on the changes- need to follow TCRPC

The Planning Commissions members had concerns with the parking reductions permitted, how the breakdown of residential density and FAR would work with the overall massing, new setbacks, landscaping requirements, comparison needed to Lake Park regulations. Also needed clarification on the relationship of the regular C3 and the PUD, including the process for waivers. Concerns were still raised about the building height and the total FAR allowed.

Minutes of Village Planning Commission Regular Meeting held on December 6, 2022

Motion: No Motion made, but discussion yielded consensuses to re-advertise the item when it comes back to the planning commission is January or February.

2. Comprehensive Plan Amendment to Future Land Use Element

Village-initiated comprehensive plan amendment to the future land use element affecting density of properties within the C3 zoning district.

Discussion on this item was included with item B.1 above.

Motion: No Motion made, but discussion yielded consensuses to re-advertise the item when it comes back to the planning commission is January or February.

VI. COMMISSION MEMBER COMMENTS

Jonathan Haigh wanted to ensure that the next meeting has clearer information sent out through the Village social media accounts in regard to the zoning changes only being discussed and not a specific project at this time.

Nathan Kennedy asked for an update on 200 Yacht Club project

Donald Solodar asked for update on the FDOT review of the lane-elimination study for US Highway 1

Thomas Hogarth asked if Public Works can provide them an update to the Village utility undergrounding analysis that was completed.

VII. STAFF UPDATES

January meeting date change discussed. Members agreed to change the January 3, 2023 meeting to January 17, 2023. February meeting was subsequently changed from February 7, 2023 to February 14, 2023.

The meeting adjourned at 8:40 PM.

Minutes typed by Alex Ahrenholz



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY FEBRUARY 14, 2023**

Present:

Cory Cross, Chairman
Donald Solodar, Vice Chair
Jonathan Haigh, Member
Thomas Hogarth, Member
Kathryn DeWitt, Member
Nathan Kennedy, Member

Len Rubin, Village Attorney
Alex Ahrenholz, Principal Planner
Chuck Huff, Village Manager

Absent:

Scott Hicks, Member

I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:33 PM.

A. ROLL CALL

All members of the Planning Commission were present except Scott Hicks

Introduction of new Director of Community Development, Heather Danforth.

II. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Lisa Jensen (606 Shore Rd.)- Wanted clarification why the meeting was held on valentine's day. Commission members provided a response.

Pat Friedman (1208 Marine Way.)- Congratulating Chuck Huff for promotion to Village Manager.

III. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI-JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. **2022-1971; 749 Kityhawk Way Utility Trailer Exemption**
Application by Dianne Tallon for exemption to the screening requirements of the Village Code of ordinances.

Staff presentation made by Alex Ahrenholz explaining the requirements and current site conditions and staff recommends approval of the application

The Planning Commissions members asked when the trailer was added to the site, confirmation of the ownership, temporary nature of the storage, time limitations, and registration.

There were no comments from the public.

Motion: Motion made by Thomas Hogarth to deny the application. Seconded by Kathryn DeWitt. Motion passed 5-1 with Nathan Kennedy dissenting.

B. RECOMMENDATIONS TO VILLAGE COUNCIL

1. C-3 Regional Business District

Village-initiated zoning text amendment to the existing C3 zoning district

Staff presentation made by Alex Ahrenholz and Heather Danforth to discuss the regulations and updates to the code made from the feedback received by Planning Commission and Treasure Coast Regional Planning Council (TCRPC).

Public Comments:

Tim Hullihan- 840 Country Club Dr.- Spoke in opposition to the changes with a brief presentation.

Christian Searcy- 654 Shore Rd- Spoke in favor of the regulations

Mary Phillips- 525 Ebbtide Dr- Spoke in opposition to the regulations

Deborah Cross- 2560 Pepperwood Circle S.- hesitant on the changes, follow Lake Park.

Benjamin Shrier- 137 Cruiser Rd S- Spoke in support of the regulations

The Planning Commissions members had questions on the process moving forward and when the details for the project will be provided, parking changes, setbacks and landscaping along US Highway 1, height limitations and a possible incentive process to get larger buildings with public benefits.

Dana Little with TCRPC spoke about the report created and recommendations made to the code amendments.

Motion: Motion made by Kathryn DeWitt to recommend approval to Village Council with the following conditions:

1. The building frontage types graphics be updated to remove the maximum height at 9 and 14 floors.
2. Adding language clarifying the public benefit required to achieve the maximum heights.

Second by Donald Solodar. Motion passed 6-0.

2. Comprehensive Plan Amendment to Future Land Use Element

Village-initiated comprehensive plan amendment to the future land use element affecting density of properties within the C3 zoning district.

Discussion on this item was included with item B.1 above.

Minutes of Village Planning Commission Regular Meeting held on February 14, 2023

Motion: Motion made by Nathan Kennedy recommending approval to Village Council. Second by Jonathan Haigh. Motion Passed 6-0.

VI. COMMISSION MEMBER COMMENTS

Donald Solodar provided some condolences for the passing of Community Development Administrative Assistant, Jane Lerner.

VII. STAFF UPDATES

No additional updates

The meeting adjourned at 8:38 PM.

Minutes typed by Alex Ahrenholz



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY MARCH 7, 2023**

Present:

Cory Cross, Chairman
Jonathan Haigh, Member
Thomas Hogarth, Member
Kathryn DeWitt, Member
Nathan Kennedy, Member
Scott Hicks, Member

Len Rubin, Village Attorney
Alex Ahrenholz, Principal Planner
Chuck Huff, Village Manager

Absent:

Donald Solodar, Vice Chair

I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:31 PM.

A. ROLL CALL

All members of the Planning Commission were present except Donald Solodar

II. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Cynthia Seaberg (860 fathom Ct.)
Advocacy for pickleball courts at Veteran's Park.

III. APPROVAL OF MINUTES

December 6, 2022 and February 14, 2023 minutes.
Motion to approve by Jonathan Haigh, seconded by Thomas Hogarth. Motion passed 6-0

IV. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

V. QUASI-JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. **429 Northlake Blvd. Building Paint Colors**
Application by the property owner to amend to the existing building paint colors.

Staff presentation made by Alex Ahrenholz explaining the requirements and current site conditions and staff recommends approval of the application

The Planning Commissions members had only the comment to paint the gutters.

There were no comments from the public.

Motion: Motion made by Kathryn DeWitt to approve the application with a condition to paint the downspouts and gutters to match the building paint color. Seconded by Nathan Kennedy. Motion passed 6-0.

2. 2545 Northlake Blvd Building Paint Colors and signage

Applicant by the property owner for a face change to the existing building

Staff presentation made by Alex Ahrenholz explaining the requirements and current site conditions and staff recommends approval of the application with a change to the building colors.

The Planning Commission members had concerns with the amount of words specifying the nature of business, they did not generally like the paint color on the roof and using the orange for accent only.

Public Comment:

Deborah Cross (2560 Pepperwood Circle South)- spoke in opposition. Mirroring some of the commissioners comments.

Motion made by Thomas Hogarth to deny the application, seconded by Nathan Kennedy. Motion passed 6-0.

B. RECOMMENDATIONS TO VILLAGE COUNCIL

1. Accessory Structures

Village-initiated zoning text amendment to the R-1 single family zoning district.

Staff presentation made by Alex Ahrenholz to discuss the regulations and updates to the code per the recommendations of the residential ad-hoc committee. Additional discussion and presentation made by Bill Whiteford, chair of the ad-hoc committee.

Public Comments:

Mr. Luzuriagga- 948 Dogwood Rd- Spoke in support of the changes but warned about buildings becoming vacation rentals.

The Planning Commissions members had questions on different looks and types of buildings that would be included. Recommended to limit kitchens and habitability, add colors to the architectural consistency, look at the height of the buildings, should not exceed the size of the principal structure.

Motion: Motion made by Thomas Hogarth to recommend approval as specified above, seconded by Scott Hicks to Village Council. Motion passed 6-0.

2. Artificial Turf

Village-initiated zoning text amendment to create a new section to regulate artificial turf.

Presentation made by Alex Ahrenholz, with help from Bill Whiteford, discussing the proposed regulations.

The Commission discussed the type of substrate and fill that is used for the turf, concerns over the amount of artificial turf permitted by the site limitation, effectiveness of the measurement of the permeability, how long everything lasts, nonconforming installations, change wording to the provided landscape area for calculations. Need a graphic visual to see what the 25% of 30% looks like.

No motion made, as it was tabled and the item will need to be advertised again.

VI. COMMISSION MEMBER COMMENTS

The Commission asked what the latest update to the 200 yacht club drive project.

VII. STAFF UPDATES

- Alex Ahrenholz stated he is no longer going to be with the Village. Introduction was made to Corey O’Gorman.
- Updates to the C3 district were given.
- Chuck Huff thanked Bill Whiteford for also helping out, thanked the planning commission members who came the appreciation dinner.

The meeting adjourned at 8:42 PM.

Minutes typed by Alex Ahrenholz

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
MAY 23, 2023**

CALL TO ORDER

Chair Christine DelGuzzi called the meeting to order at 7:01 PM.

ROLL CALL

Present:	Julie Morrell, Library Manager	Tina Chippas, Member
	Christine DelGuzzi, Chair	Carolyn Kost, Member
	Phyllis Wissner, Vice Chair – Absent	Leslie Metz, Member – Absent
	Bonnie Jenkins, Secretary	Darryl Aubrey, President Pro-Tem
	Brad Avakian, Member	

APPROVAL OF MINUTES

Tina Chippas made a motion to accept the Minutes for the April 25, 2023 meeting. Brad Avakian seconded the motion, which passed with a unanimous vote.

PUBLIC COMMENTS

There was none.

LIBRARIAN’S REPORT

Library Manager Julie Morrell reported the following:

- Facilities:
 - Waiting for one final quote for a front window leak. Upstairs windows are good.
 - Quotes are being obtained to re-grout or replace lobby tiles. Also considering refinishing terrazzo stairs and planters. (This would be budgeted for FY24).
 - The Library elevator emergency phone repaired and inspection passed.
 - The upstairs renovation is almost complete. Most books have been re-shelved.
- Children’s Programming:
 - Junior League Storytime continues to be held the first Saturday of the month, in addition to the other four times on weekdays.
 - TCS class visits have stopped until school begins again in the fall.
 - Children’s Arts and Crafts continues weekly on Thursdays for ages 3 – 6.
 - Children’s Art Appreciation was held the third Friday of the month. An additional session for older children will be starting.
 - Due to lack of sign-ups, the 4 – 5 Recreation Camp at the Library has been canceled.
 - Presenters have been rescheduled to the Community Center or the presentations have been opened to the public.
- Teen Programming:
 - Teen volunteers continue to help with daily tasks such as shelf reading and cleaning.
 - Teen volunteers are being sought for the Summer Reading Program.
 - Teen/tween crafts will start June 7th and run through July 26th.
- Adult Programming:
 - Knit and Crochet will continue to meet on Mondays throughout the summer.
 - Yoga in Veteran’s Park with Mi Sun will be on a hiatus starting June 1st. It will resume in October (with cooler weather).

- Book Club met May 4th and discussed *Remarkably Bright Creatures* by Shelby Van Pelt.
- Great Courses Lectures topic concluded for the summer. It will pick up again in October with “A Tour of France.”
- Donna Parsons presented an Excel 1 computer class on May 13th.
- Senior Appreciation Bingo, presented by Amerilife, was held May 10th.
- Friends of the Library
 - Friends meetings will start up again in the fall.
- Special Events:
 - Mental Health Awareness Day was held May 13th.
 - Busch Wildlife participated with a screech owl, baby alligator, and Florida King Snake;
 - Giveaways included facemasks, journals, stress balls, and herbal tea;
 - A magician entertained the children;
 - Mi Sun led relaxing breathing and meditation activities.
- Circulation continues to increase overall.
 - DVD circulation was down
 - They were unavailable due to the remodel upstairs

OLD BUSINESS

There was none.

NEW BUSINESS

Annual election of officers was held. Due to new rules put in place by council, the Chair can only serve a one-year term. Carolyn Kost moved that Bonnie Jenkins be nominated as Chair; Christine DelGuzzi as Vice Chair; and Brad Avakian as Secretary. Tina Chippas seconded the motion, which passed unanimously.

The Library is drafting a long-range plan, which will be considering what services to offer, and what changes may be made to the facility. This is required by the Florida State Library in order to be considered for state funding grants. Community surveys are being collected via social media, the web—site and through signs in place around the Library.

MEMBER COMMENTS

There was none.

STAFF COMMENTS

There was none.

ADJOURNMENT

Carolyn Kost motioned to adjourn the meeting. Brad Avakian seconded the motion and the meeting adjourned at 7:23pm.

The next meeting will be Tuesday, June 27, 2023, at 7:00 PM in the Obert Room.

Respectfully submitted by Bonnie Jenkins



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

June 20, 2023 at 5:30 pm

Village Hall

(There was not a quorum present. No official action was taken)

1. Call to Order: Russ Ruskay called the meeting to begin at 5:35 pm.
2. Roll Call:
 - Present: Ron Lantz, Nathan Kennedy, David Talley
 - Absent: Adam Jones, Veronica Frehm, Marshall Gillespie, Nina Balgar
 - Staff: Russ Ruskay, Director of Special Projects
 - Staff: Caryn Gardner-Young, Community Development
 - Staff Intern, Christian Borland, Community Development
 - Council Representative: Dr. Debbie Searcy
3. Approval of Minutes: Motion to approve by David Talley. Second by Ron Lantz
4. Public Comments: None.
5. New Business:
 - Introduction of Staff Liaison – Russ introduced Caryn who will be the new staff liaison to the board. Caryn gave a brief background on her experience working in government. Each board member gave a brief history on their desire to serve on the board.
 - Peroya Restaurant – Russ gave a comprehensive update on the issues that Peroya restaurant experienced in attempting to open their business. The main issue was the required size of their grease trap. Seacoast Utility Authority (SUA) and permit approval on what size grease trap is required for that specific

business. Peroya did not have an SUA approved grease trap before they Village issued them a BTR. The City of PBG will not issue a BTR until a Life Safety Inspection and approval by SUA on the required grease trap. Russ recommended that the board take this into consideration as they review the current Village BTR application. Russ has added language to the NPB-BIZ web page alerting new businesses to check with the Village before signing a lease or purchasing property, to make sure that have the correct pre-application approvals.

Dr. Searcy told the board that the new pizza restaurant adjacent to the Memory Care location is also having challenges regarding what SUA is requiring for their grease interceptor.

- Member Attendance – Russ explained the new board member attendance policy. Starting last May 1st, if a board member has three (3) missed meetings during the next twelve months, they will automatically be removed from the board. There is an appeal process through the Village Managers office.

6. Old Business:

- Business Tax Receipt – Village Council requested that the Business Advisory Board review the Villages Business Tax Receipt Program regarding both fees and classifications. Being that the new staff liaison is the Director of Community Development, who administered the Villages BTR program, Russ felt it would be more appropriate to begin that review under the new staff liaison at the next meeting.

Caryn discussed with the board several BTR related ideas and issues. One of the topics was that of a new business related permit, Certificate of Use which could replace the Villages requirement of a BTR. Russ told the board the annual revenue generated from BTR's is approximately \$283,000. Dr. Searcy asked Caryn to send her some information on the Certificate of Use program.

- NPB-BIZ – the new page has received #222 hits since its initial posting in January of this Year. Language has also been added to highlight the need for potential businesses to talk with staff before signing a lease or purchasing the property.

7. Board Member Comments:

- Dave and Nathan thanked Russ for his work on getting the Business Advisory Board back up and running over the past year. Their mention of getting the Board focused more on business related issues, such as the BTR review project was a positive step in moving the board forward.

8. Staff Comments:

- Russ thanked the board for their support over the past year.
- Caryn discussed reviewing the Villages current sign code and has requested the board's involvement in the review process. She discussed several issues regarding the current code, one being from a legal perspective. At the appropriate time she will send the board members certain sections of the code for review and comment. In regards to reviewing the sign code, Nathan explained the Planning and Zoning Commission's involvement with this process. Nathan also expressed his concern over too many signs throughout the Village.

9. Adjournment:

- Motion to adjourn by David Talley. Seconded by Ron Lantz.

Meeting adjourned at 6:20 pm.

VILLAGE OF NORTH PALM BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Alex Ahrenholz, Principal Planner

DATE: July 13, 2023

SUBJECT: **ORDINANCES 2ND READING – Amendments to Village Comprehensive Plan and Zoning Regulations for the C-3 Regional Business District (old Twin City Mall site)**

Background:

The old Twin City Mall site was established as the C-3 Regional Business District pursuant to an Interlocal Agreement executed by the Village and the Town of Lake Park in 1993. The current site is underutilized, with large vacant parcels. In 2016, the Village Council adopted the Citizen's Master Plan, envisioning the site's redevelopment into a mixed-use, walkable town center for the Village. After over a year of input and revisions, the proposed amendments provide a process to allow and incentivize the type of development.

Upon completion of numerous workshops, input from consultants, and additional studies, the Planning Commission recommended approval (6-0) of the proposed Comprehensive Plan Amendments and the proposed revisions to the C-3 Regional Business District zoning regulations. The proposed regulations are compatible with regulations already adopted by the Town of Lake Park and provide a framework to guide future development.

The proposed amendments address Village Council's concerns raised during the November 2022 workshop, which focused primarily on height and setbacks. The proposed amendments reduced the maximum overall height within the PUD to 175 feet, less than the 220 feet allowable north of the Parker Bridge. The maximum height will only be permitted in the site's interior. Additionally, the setbacks were significantly increased from public rights-of-way. Most notably, the building setback adjacent to U.S. Highway One and Northlake Boulevard has been increased to twenty-five (25) feet, thereby requiring the buildings to be set back past the existing vegetation. Furthermore, the regulations require a ten (10) foot building "step-back" along the public rights-of-way after the fourth story to assist with the reduction of building massing. These items have been addressed with the recommendations and input from the Treasure Coast Regional Planning Council (TCRPC).

Summary of Comprehensive Plan Amendments:

The proposed Ordinance amends the Future Land Use Element of the Village's Comprehensive Plan. The Village is proposing additional language to the Village Goal Statement, taken in part from the Citizen's Master Plan, to establish the Village's intent to redevelop vacant parcels and older commercial structures into pedestrian-oriented, mixed-use developments. The Village is also proposing revisions to supporting Policies to exempt the C-3 zoning district from the maximum residential density otherwise applicable to properties with a commercial land use

designation. The overall development potential would be limited to a maximum Floor Area Ratio (FAR) established in the zoning regulations. This gives the Village a better understanding of allowable massing because the utilization of maximum density does not provide square footage limitations.

Summary of C3: Regional Business Zoning District Amendments

The proposed amendments to the C-3 zoning regulations create an updated process for an applicant to request approval of a Planned Unit Development. In order to utilize this process, a potential developer would be required to meet the minimum threshold requirements, namely:

- A five-acre development parcel;
- A minimum of one-half acre of civic space;
- A minimum of 50,000 square feet of non-residential uses; and
- Additional public benefits in the form of enhanced landscaping over and above code requirements; enhanced pedestrian amenities (such as awnings, canopies, outdoor art, or seating areas), the creation of a functional living, shopping and/or working environments, or innovative architectural design. The Village Council reserves the right to approve alternate public benefits.

The last criterion was added to address the Planning Commission's concern that the maximum allowances under the PUD regulations were granted not "by right." With input from the Planning Commission, the Village Council will have ultimate authority to approve any proposed master plan and subsequent site plans.

With the inclusion of the TCRPC recommendations, the amendments include a framework for development with a regulating plan, frontage types, and street and sidewalk standards. These standards create connectivity, ensure that building massing relates to its surroundings and provide minimum street standards.

The proposed amendments allow for a maximum FAR of 2.75, which is generally consistent with the regulations adopted by the Town of Lake Park. The Town of Lake Park allows for a maximum FAR of 2.0 for non-residential uses **plus** a residential density of 48 units per acre. Because a maximum density does not limit square footage, Lake Park's regulations actually allow **more** square footage on its portion of the old Twin City Mall site than the Village's proposed regulations.

Updates:

The Village Council considered the Ordinances on first reading at its March 9, 2023 meeting and approved both by a vote of 4-1. The April 13, 2023 Village Council meeting provided an opportunity for the public to give additional comments.

The Comprehensive Plan Amendment was transmitted to the State of Florida Department of Economic Opportunity (DEO) as well as various other state and local agencies. Every agency that reviewed the changes recommended approval. Both the South Florida Water Management District (SFWMD) and the Florida Department of Transportation (FDOT) approved of the changes; however, each provided a comment. SFWMD commented that the Village's Water Supply plan was past due and needs to be submitted to the District. FDOT commented that a density or overall trip maximum should be applied to all properties. Concerns over the FDOT comments led staff to bring the issue to the Planning Commission on May 2, 2023. The members did not provide a formal vote, but agreed that no changes to the proposed Comprehensive Plan language were

required. The members further agreed a traffic impact report should be submitted for review by a third-party traffic engineer during the site plan approval process.

The Live Local Act, effective July 1, 2023, provides a mechanism for developers to construct multi-family and mixed-use projects within commercial, industrial, or mixed-use zoning districts so long as forty percent (40%) of the residential units are “affordable” for a period of thirty years. A municipality may not restrict the density of the proposed development below the highest allowed density on any land in the municipality where residential development is allowed, nor may a municipality restrict the height of a proposed development below the highest currently allowed height for a commercial or residential development located in its jurisdiction within one mile of the proposed development or three stories, whichever is higher. The proposed development must be administratively approved, and the municipality may not require any zoning or land use change or comprehensive plan amendment for the height and densities authorized by the legislation.

Residents and Councilmembers have raised concerns that the increased height within the C-3 zoning regulations could lead to increased height within zoning districts in proximity, notably the C-NB, C-S and C-MU zoning districts, for affordable housing projects. Staff has taken the following actions to address these concerns:

- Added language to the whereas clauses and the zoning code text to specifically state that the development regulations applicable to the new PUD process are not, under any circumstances, to be considered permitted as of right and are only available to projects that meet the threshold criteria described above (acreage, civic space, commercial square footage, and public benefit).
- Added a tiered provision for building height based on the size of the proposed master site development plan and the amount of non-residential square footage provided:
 - For projects of at least 5 acres and with at least 50,000 square feet of non-residential uses, buildings may be a maximum of 6 stories and 75 feet.
 - For projects of at least 7-½ acres and with at least 70,000 square feet of non-residential uses, buildings may be a maximum of 10 stories and 125 feet.
 - For projects of at least 10 acres and with at least 90,000 square feet of non-residential uses, buildings may be a maximum of 14 stories and 175 feet.

In no event shall buildings fronting U.S. Highway One, Northlake Boulevard and Palmetto Drive exceed nine stories and 120 feet within 50 feet of the right-of-way.

- Amended the C-MU zoning regulations to provide for setbacks based on increased height where no setbacks previously existed. Additionally, the Live Local Act provides that in municipalities like the Village where less than twenty percent of the land area is designated for commercial or industrial use, the proposed affordable housing project must be mixed-use residential (with at least 65% residential square footage). Furthermore, a recent legal analysis prepared on behalf of the Florida League of Cities states that for municipalities meeting this requirement, an affordable housing project can only locate in a commercial or industrial zoning district and not within a mixed-use district like the C-MU.

Once the Ordinances are adopted, property owners within the C-3 meeting the threshold criteria may submit a PUD application and proposed master plan for review by the Planning Commission and the Village Council.

Recommendation:

Village Staff recommends Village Council consideration and adoption on second and final reading of the attached Ordinances amending the Future Land Use Element of the Village's Comprehensive Plan and the zoning regulations for the C-3 Regional Business District in accordance with Village policies and procedures.

1
2
3 **ORDINANCE NO. 2023-05**

4 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
5 NORTH PALM BEACH, FLORIDA, AMENDING THE FUTURE LAND USE
6 ELEMENT OF THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE
7 PLAN TO FACILITATE REDEVELOPMENT; PROVIDING FOR CONFLICTS;
8 PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
9 DATE.

10 WHEREAS, the Village wishes to amend the Future Land Use Element of its Comprehensive Plan
11 to facilitate redevelopment within the Village, particularly the former Twin City Mall site; and
12

13 WHEREAS, the proposed modification amends the Future Land Element to promote mixed use
14 projects and allow for the regulation of density and intensity through the adoption of land
15 development regulations applying a maximum Floor Area Ration (FAR); and
16

17 WHEREAS, on February 14, 2023, the Planning Commission, sitting as the Local Planning
18 Agency, conducted a public hearing to review the proposed amendments to the Village
19 Comprehensive Plan and provide a recommendation to the Village Council; and
20

21 WHEREAS, having conducted all duly advertised public hearings required by Chapter 163,
22 Florida Statutes, the Village Council wishes to amend its Comprehensive Plan and determines that
23 the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents
24 of the Village of North Palm Beach.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
27 OF NORTH PALM BEACH, FLORIDA as follows:
28

29 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.
30

31 Section 2. The Village Council hereby adopts the revisions to the Village of North Palm
32 Comprehensive Plan attached hereto as Composite Exhibit "A" and incorporated herein by
33 reference (additional language underlined and deleted language ~~stricken through~~).
34

35 Section 3. All ordinances or parts of ordinances and resolutions or parts of resolutions in
36 conflict herewith are hereby repealed to the extent of such conflict.
37

38 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
39 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
40 such holding shall not affect the remainder of this Ordinance.
41

42 Section 5. This Ordinance shall be effective thirty-one (31) days after the Department of
43 Economic Opportunity notifies the Village that the plan amendment package is complete or, if
44 timely challenged, this Ordinance shall be effective upon entry of a final order by the Department
45 of Economic Opportunity or the Administration Commission determining the adopted amendment
46 to be in compliance.

1 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2023.

5
6 (Village Seal)

MAYOR

7
8
9
10 ATTEST:

11
12 _____
13 VILLAGE CLERK

14
15
16 APPROVED AS TO FORM AND
17 LEGAL SUFFICIENCY:

18
19 _____
20 VILLAGE ATTORNEY

3.0 FUTURE LAND USE

3.1 INTRODUCTION

The Future Land Use element is required to be included within the Comprehensive Plan per requirements of state planning law and rule criteria. Specifically, Chapter 163.3177(6) (a), Florida Statutes, establishes the Future Land Use element requirement and Chapter 9J-5.006 Florida Administrative Code, establishes minimum criteria to guide its preparation.

A summary of the data, analysis and support documentation necessary to form the basis for Future Land Use goal, objectives and policies is presented in Chapter 3 of the Village of North Palm Beach, Florida Comprehensive Plan Support Documentation report dated 1999, Village of North Palm Beach Evaluation and Appraisal Report dated 2007, the U.S. Highway 1 Corridor Study, dated 2008, and the EAR-Based Amendment Support Documentation dated 2009.

3.2 VILLAGE GOAL STATEMENT

Ensure that the current character of North Palm Beach is maintained, while allowing remaining vacant parcels to be developed and redeveloped in a manner consistent with present residential neighborhoods and commercial areas.

Further, ensure that the Village remains primarily a residential community offering: (1) a full range of municipal services; (2) diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial development opportunities compatible with established location and intensity factors; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Village.

Various land use activities, consistent with these Village character guidelines, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatible land uses and environmental degradation.

It is also the intention of the Village to provide mechanisms and processes to promote the redevelopment of obsolete, underutilized, and underproductive areas of the Village. The Village shall provide flexibility in the land development regulations to promote such redevelopment, including but not limited to encouraging mixed-use development, connectivity, pedestrian-oriented development, reduction of dependence on vehicles, creation of open/public/civic gathering spaces, and otherwise promoting the economic, development, housing, and other public policy goals of the Village.

3.3 OBJECTIVES AND POLICIES

OBJECTIVE 1.A.: Future growth and development shall be managed through the preparation and adoption of land development regulations which: (1) coordinate future development with the appropriate natural features (i.e. topography, soil conditions, flood

prone areas and natural habitats) and the availability of facilities and services; (2) prevent uses inconsistent with the Village Goal Statement and Future Land Use Map Series; (3) require the maintenance of the Village building stock; and (4) discourage the proliferation of urban sprawl; and promote energy-efficient land use patterns accounting for existing and future power generation and transmission systems.

Policy 1.A.1: Maintain land development regulations that shall contain specific and detailed provisions required to implement the adopted Comprehensive Plan, and which as a minimum:

- a. Regulate the subdivision of land;
- b. Regulate the use and intensity of land development consistent with this element in a manner to ensure the compatibility of adjacent land uses consistent with the Future Land Use Map Series and provide for recreation and open space consistent with levels-of-service established in the Recreation and Open Space Element by requiring all new developments to donate or provide 5% of the residential site for recreational purposes;
- c. Protect environmentally sensitive lands designated on Figures 3A and 3B of the Future Land Use Map Series;
- d. Regulate areas subject to seasonal and periodic flooding by requiring a minimum first floor elevation of 8.5 feet NGVD and a drainage system which meets adopted Level-of-Service Standards;
- e. Regulate signage;
- f. Ensure safe and convenient on-site traffic flow and vehicle parking needs;
- g. Ensure that public facility, utility and service authorization has been procured prior to issuing any development order;
- h. Provide that development orders and permits, consistent with Policies 5.1 and 5.2 of the Capital Improvements Element, shall not be issued which result in a reduction of the levels of service for the affected public facilities below the Level-of-Service (LOS) Standards adopted in the Capital Improvements element (Ref: Table 11-1);
- i. Provide for the proper maintenance of building stock and property by continually updating and enforcing adopted building, housing and related codes;
- j. Designate an urban service area (Ref: Objective 6; Capital Improvements element); and
- k. Regulate the development of sites containing historic sites, as per the Future Land Use Map Series, to assure their protection, preservation and/or sensitive reuse.

Policy 1.A.2: An official zoning map shall be adopted and maintained which assures that the location and extent of non-residential land uses is consistent with the Future Land

Use Map Series. Planning Areas may include non-residential uses such as schools, public facilities, other public facilities, and recreational uses, etc., as indicated on the Future Land Use Map Series and/or as allowed as special exception uses in the Village Zoning Code.

Policy 1.A.3: Land development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for residential land use densities as indicated below.

- a. Conservation/Open Space - Maximum of one unit per upland acre;
- b. Low density residential - fewer than 5.80 residential units per gross acre;
- c. Medium density residential - 5.81 to 11.0 residential units per gross acre; and
- d. High density residential - 11.1 to 24.0 residential units per gross acre.

In any event, specific entitled residential densities within the ranges listed above shall be subject to the application of the site development criteria (e.g. setbacks, height limitations and site dedications, etc.) promulgated in the Village Land Development Regulations.

Policy 1.A.4: Land Development regulations adopted to implement this Comprehensive Plan shall be based on and be consistent with the following standards for non-residential land use intensities as indicated below:

- a. **Location** shall be in accordance with the Future Land Use Map. Commercial uses shall not be permitted within areas designated for residential development on the Future Land Use Map Series;
- b. **Maximum lot coverage** ratio shall be governed by applicable land development regulations;
- c. **Maximum building height** shall be governed by applicable land development regulations and shall be consistent with the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016, and compatible with neighboring land uses; and
- d. **Adequate off-street parking** and loading facilities.
- e. **Maximum Floor-Area-Ratios** for non-residential land uses shall be established as follows:
 - 1. **Commercial, religious, and institutional land uses:** A maximum of 0.70 for mixed-use development and 0.35 for all other non-residential land uses along U.S. Highway No. 1, north of the Parker Bridge; a maximum of 1.10 along U.S. Highway No. 1, from the Parker Bridge, south to Northlake Boulevard; a maximum of 0.70 along U.S. Highway No. 1, south of Northlake Boulevard; and a maximum of 0.70 along Northlake Boulevard and S.R. Alternate A-1-A. The following areas shall be exempt from this requirement to implement the 2016 Citizens' Master Plan:
 - The Twin City Mall site, and subject to the latest land development regulations of the C-3 zoning district, which have been jointly developed by the Village and the Town of Lake Park.

- The C-MU zoning district along U.S. Highway No. 1, updated in accordance with the Citizens' Master Plan.
 - Other key redevelopment sites that are explicitly identified in the Village's land development regulations to carry out the Citizens' Master Plan.
2. ***Educational Uses:*** A maximum of 0.15;
 3. ***Recreation and Open Space Uses:*** A maximum of 0.05
 4. ***Light Industrial/Business Uses:*** A maximum of 0.45.

Policy 1.A.5: Land development regulations shall contain performance standards which address:

- a. Buffering and open space requirements;
- b. Landscaping requirements; and
- c. A requirement for the environmental assessment of development proposals, including eliminating exotic plant species.

Policy 1.A.6: Land development regulations shall contain planned unit development provisions which allow design flexibility within projects under unity of title as a means of preserving natural resources delineated on Figures 3A and 3B, and protecting Conservation Use lands designated on the Future Land Use Map.

Policy 1.A.7: Future development shall be permitted only when central water and wastewater systems are available or will be provided concurrent with the impacts of development.

Policy 1.A.8: Residential subdivisions shall be designated to include an efficient system of internal circulation, including the provision of collector streets to feed traffic to arterial roads and highways.

Policy 1.A.9: In 2020, the Village revised its land development regulations and this Comprehensive Plan to implement the provisions and guiding principles of the Village of North Palm Beach Citizens' Master Plan Report, adopted by Resolution 2016-73 on October 27, 2016.

OBJECTIVE 1.B: The Village desires to enhance certain aging commercial corridors that have a Commercial Future Land Use designation, into walkable and bikeable centers of vibrant activity. Current business uses along these corridors will be supplemented with new residential and mixed-use development as described in Policy 1.B.4.

Policy 1.B.1: The following use and intensity standards shall be used to promote land use efficiency in mixed-use infill and redevelopment activities, and determine maximum development potential on a given parcel of land:

1. **Maximum development potential:** Maximum commercial development potential is subject to the floor-area limitations established in Policy 1.A.4, subject to the application of the Village's land development regulations.
2. **Permitted uses:** Permitted uses shall be specified in each zoning district that allows mixed-use development (see Policy 1.B.4).
3. **Residential density:** Dwelling units in Commercial designations shall not exceed a density of 24 units per acre or as further limited by except where density and intensity are regulated solely through the application of a maximum floor area ratio (FAR) as set forth in the applicable zoning district regulations. Developments that qualify for the workforce housing density bonus described in Policy 1.B.2 may construct up to 12 additional units per acre).
4. **Height limitations:** The maximum height shall be limited to that allowed by the underlying commercial or mixed-use zoning district.

Policy 1.B.2: Workforce housing density bonus: Except where density and intensity are regulated solely through the application of a maximum floor area ratio (FAR), ~~the~~ maximum residential density of a mixed-use development shall be increased from 24 to 36 units per acre provided that either: (a) bonus units are constructed on-site; or (b) funding is provided to assist in an workforce housing program in another jurisdiction or an appropriate alternative, as determined by the Village of North Palm Beach. If alternative (a) is selected, 50% of the bonus units shall qualify for any of the four (4) eligible income group categories based on Average Median Income (AMI) set forth in the County's Workforce Housing Program income guidelines. No more than 50% of the workforce housing units shall be in the 120-140% category. If alternative (b) is selected, an amount equal to 5% of the cost of the vertical construction of the bonus units shall be contributed to the Palm Beach County Affordable Housing Trust Fund, or other appropriate alternative, as determined by the Village of North Palm Beach.

Policy 1.B.3: Assisted Living Facilities, as defined in Section 429.02(5) of the Florida Statutes and licensed by the Florida Agency for Health Care Administration may be permitted as mixed-use developments through the commercial planned unit development approval process, or the special exception process if authorized by the Village's land development regulations, subject to the following use and intensity standards:

1. **A mixed-use Assisted Living Facility** shall provide assistance with activities of daily living, as defined in Section 429.02(1) of the Florida Statutes and special care for persons with memory disorders, as regulated by Section 429.178 of the Florida Statutes.
2. **Required uses:** Each mixed-use Assisted Living Facility shall contain a residential component, together with a non-residential component consisting of administrative offices, central kitchen and communal dining facilities, and separate or shared spaces for the provision of medical, recreation, social, religious, and personal services.
3. **Mix of required uses:** The residential component shall comprise a minimum of 50% and the non-residential component shall comprise a maximum of 20% of the gross floor area of a mixed-use Assisted Living Facility.
4. **Maximum floor area:** Maximum mixed-use Assisted Living Facility development potential is subject to the floor-area limitations established in Policy 1.A.4, subject to the application of the Village's land development regulations.

5. **Maximum resident occupancy:** The residential density of a mixed-use Assisted Living Facility may be increased by the Village Council to an equivalent of 24 units per acre. The maximum resident occupancy shall then be determined by multiplying the equivalent residential density by 1.97 residents per unit. Maximum resident occupancy shall be determined on a project-by-project basis based upon an assessment of site characteristics and the application of Village land development regulations.

6. **Height limitations:** The maximum height of a mixed-use Assisted Living Facility shall be determined by the application of Policy 1.B.1.6.

7. **Waivers** for reductions in minimum dwelling unit size and parking requirements may be requested during the commercial planned unit development or other authorized approval process.

Policy 1.B.4: Residential and mixed-use developments may be approved in areas with a Commercial Future Land Use designation in order to achieve a mixed-use development pattern. The Village may use any of the following mechanisms to achieve the desired pattern:

- The mixed-use provisions in the C-MU zoning district along US. Highway No. 1 between Yacht Club Drive and the Earman River, which are intended to evolve that district into a mixed-use development pattern that remains predominately commercial along US Highway No. 1.
- The mixed-use provisions in the C-T zoning district in the southwest portion of the Village.
- The commercial planned unit development process in other zoning districts.

OBJECTIVE 2: Development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources and the Village character as prescribed in the Future Land Use Element Goal Statement and the Village Character Statement (Ref: Chapter 2.0).

Policy 2.1: The developer/owner of any site shall be responsible for the on-site management of stormwater runoff in a manner so that post-development runoff rates, volumes and pollutant loads to not exceed pre-development conditions and preserve existing natural drainage features, as per Chapters 40E-4, 40E-40 and/or 40E-41, Florida Administrative Code.

Policy 2.2: The Village land development regulations shall regulate business activities which have the potential to contaminate land and water resources by requiring said businesses to notify the Palm Beach County Department of Environmental Resources Management regarding the storage, use and/or disposal of potentially hazardous or toxic substances. This requirement shall be implemented by the Village through the Palm Beach County Wellfield Protection Ordinance (Ref: Section 9.3, Palm Beach County Unified Land Development Code).

Policy 2.3: The Village shall encourage, through its participation on the Seacoast Utility Authority Governing Board, protection of potable water wellfields by regulatory authorities having land use jurisdiction in aquifer recharge areas serving Seacoast Utility Authority systems.

Policy 2.4: The clearing of any wetlands vegetation or land assigned a Conservation Land Use Category on the Future Land Use Map Series shall not be approved by the Village until such time that appropriate permits have been procured, by the developer, from the Palm Beach County Environmental Resources Management or Health Departments and the Florida Department of Environmental Protection.

Policy 2.5: At the time of each required Evaluation and Appraisal Report and Comprehensive Plan update, the Village shall consider the need for the identification, designation and protection of additional historically significant properties under the provisions of the Standard Housing Code.

Policy 2.6: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan, the Village shall update the Water Supply Facilities Work Plan to determine whether or not adequate water supply is available to meet projected needs of the ensuing 10-year period.

OBJECTIVE 3: All development orders and permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet Level of Service (LOS) standards are available concurrent with the impacts of the development. Further, require that all on-site lands for rights-of-way, easement, etc., be conveyed to the proper authority prior to the issuance of building permits.

Policy 3.1: The development of residential and commercial land shall be timed and staged in conjunction with the provision of supporting community facilities, such as streets, utilities, police and fire protection service, emergency medical service, and public schools.

Policy 3.2: Public facilities and utilities shall be located to: (1) Maximize service efficiency; (2) minimize public costs; and (3) minimize impacts upon the natural environment.

Policy 3.3: Remaining properties currently not utilizing central water and wastewater systems shall be governed by the provisions of: (1) Chapter 381.272, Florida Statutes; (2) Chapter 10D-6, Florida Administrative Code; and (3) Palm Beach County Environmental Control Rule - 1. These codes regulate the use and installation of individual sewage disposal systems.

Policy 3.4: The Village shall update its population projections at the time of the approval of a Comprehensive Plan amendment or development order permitting an increase in residential units.

OBJECTIVE 4: The Village shall coordinate with appropriate governments and agencies to minimize and mitigate potential mutual adverse impacts of future development and redevelopment activities.

Policy 4.1: Requests for development orders, permits or project proposals shall be coordinated by the Village, as appropriate, with adjacent municipalities by participating in

IPARC, Metropolitan Planning Organization, Palm Beach County, School District of Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District and state and federal agencies.

Policy 4.2: All future high density residential development, with the following exceptions, shall be directed to areas west of U.S. Highway No. 1 as a means of coordinating coastal area population densities with the County Hurricane Evacuation Plan:

1. Properties located east of U.S. Highway No. 1 that are currently assigned a High Density Residential future land use designation;
2. Properties that have frontage on and access to the east side of U.S. Highway No. 1, provided a determination is made by the Village, based upon a professionally competent study, that the hurricane evacuation provisions of F.S. 163.3178(9)(a) are complied with.

Policy 4.3: Although there are currently no resource planning and management plans prepared pursuant to Chapter 380, Florida Statutes, in effect within North Palm Beach, the Village shall participate in the preparation and implementation of said plans should they become necessary.

Policy 4.4: In the event of a proposed future annexation of sufficient size to site a school, or co-locate a school with public facilities (e.g. parks, libraries, and community centers), the Village shall coordinate with the Palm Beach County School Board to determine the need for an additional school site in the area. If it is determined that there is a need, and that a school site can be accommodated, the proposed annexation shall provide for the school site.

Policy 4.5: The Village shall promote mixed-use development along its major transportation corridors, and cooperate with Palm Beach County to develop new and improved forms of transit as a means of reducing greenhouse gas emissions resulting from traffic congestion.

Policy 4.6: During the review of any development or redevelopment proposal, the Village shall determine the feasibility of cross-access with neighboring parcels as a means to promote more efficient travel.

Policy 4.7: The Village shall educate the public regarding the placement and maintenance of canopy trees and other landscape materials to strategically provide shade and reduce energy consumption.

OBJECTIVE 5: Special land use policies shall be developed by North Palm Beach when necessary to address site-specific issues related to implementing the Village Goal Statement. Refer to the Future Land Use Map Atlas for parcel locations which are the subject of specific special policies.

Special Policy 5.1: Historic properties with an assigned Florida Master Site File reference number shall be identified on Planning Area maps located in the Future Land Use Map Atlas.

Special Policy 5.2: Utilize the mixed-use provisions of the Village's Commercial Planned Unit Development (CPUD) Ordinance as a means of developing the property delineated as "Special Policy 5.2 on Map 2 of the Future Land Use Map Atlas in a transition mode from Commercial (i.e. compatible to the C-B Zoning District) to Residential (i.e. compatible to the R2 Zoning District) running from U.S. Highway No. 1 east to Lake Worth. Maximum gross density shall not exceed 10-11 DU/AC. Non- residential development pods shall comply with the Floor-Area-Ratio standards listed in Policy 1.4 of the Future Land Use element. Development of the property shall be subject to the Village Council approval of site plan and PUD applications. The following uses shall be excluded from this development: (1) Golf club and its accessory uses such as restaurant, bar, driving range and equipment store; (2) bowling alley; (3) filling stations; (4) dry cleaning plants; (5) mobile home park; and (6) adult entertainment establishment.

Special Policy 5.3: As a means of preserving native vegetative species in Planning Area 6A, encourage the use of the Planned Unit Development by allowing the clustering of residential units in defined buildable areas (i.e. all areas in Planning Area 6A are as "buildable", with the exception of those delineated on Figure 3-3.

Special Policy 5.4: Require all new developments in Planning Areas 1 and 6A to perform an environmental assessment to define potential impacts upon the viability of vegetative species and/or habitats delineated on Figure 3. The impact assessment shall include necessary techniques and/or controls to maintain species and/or habitats in their current condition or mitigate potential impacts.

Special Policy 5.5: (Reserved).

Special Policy 5.6: As a means of enhancing the commercial character of the area along Northlake Boulevard through renovation and/or redevelopment, maintain a waiver process which may allows proposed projects to depart from the strict interpretations of the Zoning Code if, after review by the Village, it is found that said projects are in compliance with the North Palm Beach Comprehensive Plan and meet standards in the Zoning Code.

Special Policy 5.7: The Village shall review proposed Future Land Use Map Series amendments to determine whether or not they discourage the proliferation of Urban Sprawl based upon the application of standards contained in Chapter 9J-5, F.A.C. (No Future Land Use Map Atlas reference.)

Special Policy 5.8: Residential development on the property delineated as "Special Policy 5.8" on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 98 residential units.

Special Policy 5.9: Residential development on the property delineated as "Special Policy 5.9" on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 232 residential units.

Special Policy 5.10: Residential development on the property delineated as "Special Policy 5.10" on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 184 residential units.

Special Policy 5.11: Residential development on the property delineated as "Special Policy 5.11" on Map 6A of the Future Land Use Map Atlas shall be limited to a maximum of 108 residential units.

Special Policy 5.12: Residential development on the property delineated as "Special Policy 5.12" Map 2 of the Future Land Use Map Atlas shall be limited to the existing 197 residential units.

Special Policy 5.13: Residential development on the property delineated as "Special Policy 5.13" on Map 7 of the Future Land Use Map Atlas shall be limited to the existing 48 residential units.

Special Policy 5.14: Residential development on Planning Area 1 shall be clustered in the least environmentally sensitive portion of the parcel which is the subject of an application for a development order. (No Future Land Use Map Atlas reference.)

Special Policy 5.15: Year-round, permanent resident residential development within the area defined by the current extent of John D. MacArthur Beach State Park shall be limited to that provided for Park personnel. (No Future Land Use Map Atlas reference.)

Special Policy 5.16: The 0.43 acre lot located at the southwest corner of Prosperity Farms Road and Honey Road (Map 5 of the Future Land Use Map Atlas) shall be assigned a Commercial Future Land Use Map designation in order to support its current use. The current use may be maintained consistent with the provisions of Sections 45-63 (non-conforming uses) and 45-64 (non-conforming structures) of the Village Code; however, any future change in use shall be consistent with those uses permitted in the C-T transitional Commercial District.

Special Policy 5.17: Non-residential land uses within Protection Zone 4 of the Richard Road wellfield (Ref: Map 5, 6B, and 7 of the Future Land Use Map Atlas) which store, handle, use or produce any regulated substance are prohibited, unless they qualify as a general exemption or receive an operating permit from Palm Beach County ERM, pursuant to Section 9.3 of the Palm Beach County Land Development Code.

Special Policy 5.18: Residential development on the property delineated as "Special Policy 5.18" on Map 3B of the Future Land Use Map Atlas shall be limited to a maximum of 16 residential units.

Special Policy 5.19: Public School development on the property delineated as Special Policy 5.19 on Map 4b of the Future Land Use Map Atlas shall be limited to a maximum 0.35 Floor-Area-Ratio.

OBJECTIVE 6: The Village shall encourage infill development and redevelopment along the Northlake Boulevard and U.S. Highway No.1 corridors.

Policy 6.1: Development and redevelopment activities in the Northlake Boulevard Overlay Zone, as illustrated on Figure 3-8, shall conform with the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor as well as the requirements of the Village's Comprehensive Plan and underlying zoning districts.

Policy 6.2: Mixed-use development and redevelopment is encouraged along the U.S. Highway No.1 corridor by the Village through the provisions of the C-MU and C-T and may also be permitted through the commercial planned unit development approval process, consistent with the density and intensity criteria stated in Objective 1.B.

Policy 6.3: Development and redevelopment activities shall be transit-ready by maintaining access to Palm Tran, pedestrian accessibility by sidewalks and bikeways, and connectivity with neighboring residential and commercial areas.

3.4. FUTURE LAND USE CLASSIFICATION SYSTEM

The land use Classification System presented on Table 3-1 is adopted as the "Future Land Use Classification System" of the Village of North Palm Beach. Subject to the land use compatibility and application review provisions of Section 163.3208, Florida Statutes, and electric distribution substations are permitted in all land use categories listed in Table 3-1 except Conservation/Open Space.

3.5 FUTURE LAND USE MAP SERIES

3.5.1 Future Land Use Maps

Village of North Palm Beach Planning Areas are delineated on Figure 3-1, while 2020 Future Land Use Plan is displayed on Figure 3-2. Recreation/Open Space areas are identified on Figure 3-2; however, due to their character and Village-wide appeal, the delineation of specific service areas is not appropriate. Each facility is deemed to serve the Village as a whole.

3.5.2 Future Land Use Map Atlas

For the purposes of identifying properties subject to the conditions of a special policy described in Objective 5 and tracking Future Land Use Map amendment and annexation activities, the Village of North Palm Beach Future Land Use Map Atlas, on file with the Village Clerk, is hereby incorporated by reference.

Designated historic districts or significant properties meriting protection within the Village, along with appropriate Florida Master File references are located, as appropriate, on Maps 1-7 of the Future Land Use Map Atlas.

3.5.3 Natural Resource Maps

The following natural resources data are exhibited on Figures 3-3 through 3-7:

1. Natural Habitat, Wetlands, Coastal Vegetation and Beaches (Ref: Figure 3-3 and Tables 3-2 and 3-3);
2. Surface Water Features (Ref: Figure 3-4);
3. Generalized Soils Map (Ref: Figure 3-5 and Table 3-4);
4. Flood Zones (Ref: Figure 3-6 and Table 3-5); and
5. The Coastal High Hazard Area (Ref: Figure 3-7), defined as the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

There are no existing or planned potable water wells in the Village of North Palm Beach, nor are there any minerals of determined value. A portion of the Village, within Planning Area 5, is located within Protection Zone 4 of the Richard Road wellfield. The extent of Protection Zone 4 within Planning Area 5 is indicated on Maps 5, 6B and 7 of the Future Land Use Map Atlas.

3.5.4 Northlake Boulevard Overlay Zone Map

The Northlake Boulevard Overlay Zone is illustrated on Maps 3C and 5 in the Future Land Use Map Atlas. Development and redevelopment activities are subject to the special land development regulations adopted by the Village of North Palm Beach for the Northlake Boulevard corridor.

TABLE 3 - 1

**TABLE 3-1
LAND USE CLASSIFICATION SYSTEM**

For purposes of the Comprehensive Plan, the following land use classifications, which are applicable to North Palm Beach, are used to describe existing land uses in the Village. The classifications are consistent with those defined in Chapter 9J5, F.A.C. and concurrent with the Village's perception of use.

Residential: Land uses and activities within land areas used predominantly for housing and excluding all tourist accommodations.

Commercial: Land uses and activities within land areas which are predominantly related to the sale, rental and distribution of products and the provision or performance of services. Within the Commercial classification, residential and other uses may also be permitted in accordance with the mixed-use policies of the Comprehensive Plan and the Village's land development regulations.

Light Industrial/Business: Land uses which are predominantly related to providing office, flex, light industrial and warehouse space for the purposes of light manufacturing, assembly and processing of products, office uses, research and development, and wholesale distribution and storage of products. In addition, commercial uses that serve the projected workforce and neighboring residential populations and which encourage internal automobile trip capture may also be permitted."

Recreation/Open Space: Land uses and activities within land areas where recreation occurs and lands are either developed or vacant and concerned with active or passive recreational use.

Conservation/Open Space: Land uses and activities within land areas "designated" for the primary purpose of conserving or protecting natural resources or environmental quality, and includes areas designated for such purposes, or combinations thereof, as primary recreation, flood control, protection of quality or quantity of ground water or surface water, flood plain management, fisheries management, and/or protection of vegetative community or wildlife habitats. Permitted land uses shall include single-family units.

Public Buildings & Grounds: Lands and structures that are owned, leased, or operated by a government entity, such as libraries, police stations, fire stations, post offices, government administration buildings, and areas used for associated storage of vehicles and equipment. Also, lands and structures owned or operated by a private entity and used for a public purpose such as a privately held but publicly regulated utility.

Educational: Land use activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities or parking.

Other Public Facilities: Land uses and activities within land areas concerned with other public or private facilities and institutions such as churches, clubs, fraternal organizations, homes for the aged and infirm, and other similar uses.

Transportation: Land areas and uses devoted to the movement of goods and people including streets and associated rights-of-way.

Water: All areas covered by water or any right-of-way for the purpose of conveying or storing water.

SOURCE: Florida Administrative Code: LRM, Inc. 2009; Rev. NPBCP Amendments 92-2 and 09-1.

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-34.1 TO REVISE THE ZONING REGULATIONS FOR THE C-3 REGIONAL BUSINESS DISTRICT TO FACILITATE REDEVELOPMENT AND PROVIDE FOR A NEW PLANNED UNIT DEVELOPMENT PROCEDURE; AMENDING SECTION 45-35.1, "PLANNED UNIT DEVELOPMENT," TO ALLOW FOR USE BY PROPERTIES WITHIN THE C-3 ZONING DISTRICT UNDER SPECIFIED CIRCUMSTANCES; AMENDING ARTICLE VII, "NONCONFORMING USES OF LAND AND STRUCTURES," BY AMENDING SECTION 45-65 TO REMOVE A REFERENCE TO THE C-3 ZONING DISTRICT; AMENDING ARTICLE VIII, "LANDSCAPING," BY AMENDING SECTIONS 45-90, "LANDSCAPE REQUIREMENTS FOR SITE PERIMETERS," AND SECTION 45-91, "LANDSCAPE REQUIREMENTS FOR BASE OF FOUNDATION," TO MODIFY THE REQUIREMENTS FOR THE C-3 ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, through the adoption of Resolution No. 2016-73, the Village Council formally adopted the Citizens' Master Plan Report prepared by the Treasure Coast Regional Planning Council ("Master Plan"), including the recommendations contained therein, as setting forth the guiding principles for future development within the Village; and

WHEREAS, the Master Plan recognized the redevelopment potential of the old Twin City Mall site, the development of which is governed by the Village's C-3 Regional Business District zoning regulations; and

WHEREAS, the Master Plan expressed a preference for a lifestyle center, like CityPlace or Mizner Park, within the C-3 District that would provide "shopping, entertainment, restaurant uses within the form of an urban neighborhood that incorporates residential as an integral use;" and

WHEREAS, as noted in the Master Plan, the site is large enough to accommodate a significant project with buildings tall enough to afford water views and could incorporate the following qualities: (1) an interconnected system of walkable blocks and small streets; (2) buildings lining streets and facing parks and open spaces; (3) a mix of building types such as townhouses, low-rise multi-family, high-rise multi-family, retail and mixed use; and (4) parking provided on-street, in garages and behind buildings; and

WHEREAS, the Village shares the Twin City Mall site with the Town of Lake Park, and the Town has already adopted new zoning regulations with increased density and intensity to facilitate redevelopment as well as a Regulating Plan to maintain interconnectivity; and

1 WHEREAS, the Village wishes to amend the zoning regulations for the C-3 Regional Business
2 Zoning District to facilitate the type of large-scale development or lifestyle center contemplated
3 by the Master Plan through the use of a new Planned Unit Development process that provides
4 added flexibility and intensity; and

5
6 WHEREAS, the development regulations applicable to the new Planned Unit Development
7 process, including but not limited to height and floor area ratio, are not, under any circumstances,
8 to be considered permitted as of right; rather, they are maximums that are solely applicable to
9 projects that meet the threshold criteria detailed in Section 45-34.1(10) below as determined by
10 the Village Council; and

11
12 WHEREAS, the Village also wishes to amend certain other provisions of its Zoning Code to
13 implement the revised C-3 regulations and eliminate conflicts; and

14
15 WHEREAS, the Planning Commission, sitting as the Local Planning Agency, conducted a public
16 hearing to review this Ordinance and provide a recommendation to the Village Council; and

17
18 WHEREAS, having considered the recommendation of the Planning Commission and conducted
19 all required advertised public hearings, the Village Council determines that the adoption of this
20 Ordinance is in the interests of the health, safety and welfare of the residents of the Village of
21 North Palm Beach.

22
23 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
24 OF NORTH PALM BEACH, FLORIDA as follows:

25
26 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

27
28 Section 2. The Village Council hereby amends Article III, "District Regulations," of
29 Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-34.1 to read
30 as follows (additional language underlined and deleted language ~~stricken through~~):

31
32 **Sec. 45-34.1. C-3 regional business district.**

33
34 The C-3 regional business district is designed for the re-use and/or
35 redevelopment of commercial property. It contains special regulations and
36 procedures that are integrated with those of the Town of Lake Park to avoid
37 conflicts that could otherwise be created by the location of the town/village
38 boundary. Within C-3 business districts, the following regulations shall apply:

- 39
40 (1) *Uses permitted.* ~~Within the C-3 zoning district, no building,~~
41 ~~structure, land, or water shall be used, unless otherwise permitted by~~
42 ~~these regulations, except for any combination of the following~~
43 ~~purposes:~~ Table 1 indicates allowable uses in the C-3 regional
44 business district:

- a. ~~Banks, savings and loans, stockbrokers, and similar financial institutions.~~
- b. ~~Business offices, including medical and professional services.~~
- c. ~~Community residential homes, subject to the same requirements as apply in the R-2 zoning district, and family day care centers as defined in Chapter 402, Florida Statutes.~~
- d. ~~Hotels, motels, and time-share units.~~
- e. ~~Multiple family dwellings (each building containing three (3) or more units) and customary accessory uses, subject to any limitations on residential uses in the adopted Comprehensive Plan.~~
- f. ~~Personal services typically offered in conjunction with shopping facilities, such as laundromats, dry cleaners, barber and beauty shops, child care facilities, health clubs, and shops for the repair, cleaning, or rental of items weighing less than one hundred (100) pounds.~~
- g. ~~Restaurants and other establishments where food and/or beverages are prepared and served.~~
- h. ~~Retail sale of new or antique merchandise that is displayed indoors only, whether in freestanding buildings or in a centrally managed shopping center or enclosed mall.~~
- i. ~~Theaters and other entertainment facilities including nightclubs, game rooms, bowling alleys, and similar establishments, provided they are fully enclosed and provided such uses shall not include adult entertainment establishments.~~

Table 1 - Allowable Uses

	<u>USES</u> <u>PERMITTED</u>	<u>BY PUD</u> <u>ONLY¹</u>	<u>NOT</u> <u>PERMITTED</u>
<u>RESIDENTIAL USES</u>			
<u>Mobile home park</u>			<u>●</u>
<u>Dwelling, one family detached</u>			<u>●</u>
<u>Dwelling, all other dwelling types</u>	<u>●</u>		
<u>Live/work unit</u>		<u>●</u>	
<u>Assisted living facility</u>		<u>●</u>	

<u>Community residential home</u>	<u>●</u> ²		
LODGING USES			
<u>Bed-and-breakfast establishment</u>		<u>●</u>	
<u>Hotel, including Extended Stay</u>	<u>●</u>		
<u>Motel</u>	<u>●</u>		
<u>Time-share unit</u>		<u>●</u>	
BUSINESS USES			
<u>Offices, general</u>	<u>●</u>		
<u>Office or clinic, medical or dental</u>	<u>●</u>		
<u>Stores & services, general</u>	<u>●</u>		
<u>Stores & services, large format</u>	<u>●</u>		
<u>Adult entertainment</u>			<u>●</u>
<u>Convenience store with fuel</u>		<u>●</u>	
<u>Dog daycare</u>		<u>●</u>	
<u>Drive-through facility (for any use)</u>		<u>●</u>	
<u>Garage, parking</u>		<u>●</u>	
<u>Heavy commercial and light industrial</u>			<u>●</u>
<u>Medical marijuana treatment center</u>			<u>●</u>
<u>Restaurant</u>	<u>●</u>		
<u>Bar, Night Clubs or Entertainment Establishments</u>	<u>●</u>		
<u>Telecommunications antennas</u>		<u>●</u>	
CIVIC & EDUCATION USES			
<u>Child care facility</u>		<u>●</u>	
<u>Church or place of worship</u>	<u>●</u>		
<u>Civic space</u>	<u>●</u>		
<u>Family day care</u>		<u>●</u>	
<u>Government building</u>	<u>●</u>		
<u>Hospital or medical center</u>		<u>●</u>	
<u>Public space</u>	<u>●</u>		
<u>School, public or private</u>		<u>●</u>	

¹ See section 10 for additional PUD requirements

² Subject to the same requirements as apply in the R-2 zoning district

- (2) *Off-street parking.* All proposed land uses shall provide a sufficient number of parking spaces to accommodate the number of vehicles that can be expected to be attracted to that use. Individual land uses can provide at least the number of spaces listed below on the same parcel of land as the principal building (or on an adjoining parcel under identical ownership) in lieu of using the parking space standards found elsewhere in this Code. However, certain land uses may require less parking; and combinations of land uses

1 may be able to reduce the total number of spaces by sharing those spaces
2 during differing peak hours or because of pedestrian traffic or multi-purpose
3 trips. Modified standards may be approved if fewer spaces will
4 accommodate the number of vehicles that can be expected to be attracted to
5 that use (or combination of uses) at the proposed location. Such a
6 modification may be made on individual parcels of land (or adjoining
7 parcels under identical ownership) by the building official when permitted
8 by consensus national codes or standards or after submission of persuasive
9 technical evidence (such as publications of the Institute of Transportation
10 Engineers (ITE)). Modifications that involve shared parking on parcels of
11 land that are not under identical ownership, or parking in a different
12 municipality than the principal building regardless of ownership, may be
13 approved through the special C-3 PUD procedures found below in section
14 45-34.1(10).

- 15
- 16 a. Auditoriums of any kind — 1 space per 3 seats.
- 17
- 18 b. Banks and other financial institutions — 3 spaces per 1,000 square
19 feet.
- 20
- 21 c. Hotels and motels — 1 space per guest room plus 1 space per 2
22 employees during the peak period; parking for restaurants and other
23 guest facilities to be calculated separately.
- 24
- 25 d. Offices, medical/dental — 5 spaces per 1,000 square feet.
- 26
- 27 e. Offices, all other — 3 spaces per 1,000 square feet.
- 28
- 29 f. Residential — 2 spaces per dwelling unit.
- 30
- 31 g. Restaurants and nightclubs — 12 spaces per 1,000 square feet,
32 except 6 spaces per 1000 square feet for restaurants offering take-
33 out service.
- 34
- 35 h. Retail uses and personal services — 4 spaces per 1,000 square feet,
36 except 1.5 spaces per 1,000 square feet for furniture sales.
- 37
- 38 i. Shopping centers — 4 spaces per 1,000 square feet.
- 39
- 40 j. Uses not listed above to be determined by the building official using
41 standards found elsewhere in this Code or upon submission of
42 persuasive technical evidence about the number of vehicles that can
43 be expected to be attracted.
- 44

45 *NOTES:*

1. All areas are measured as gross floor area except multi-tenant shopping centers and office complexes, which are measured as gross leasable area.
2. Fractional spaces can be disregarded.
3. Wherever the term "identical ownership" is used, the land parcels in question must be contiguous and must be owned by or under the unified control of the applicant.

(3) *Off-street loading and internal circulation.* Requirements for off-street loading, parking lot aisles, accessways, and general internal circulation shall be same as would apply in the C-S zoning district.

- a. *Lighting:* Parking lots shall be fully illuminated during hours of business operation with a minimum standard of illumination from closing to dawn per the Palm Beach County Code or ITE, whichever is more stringent.

(4) *Landscaping.* Landscaping shall be required along the outer boundary of the C-3 zoning district (irrespective of any municipal boundary) and also in unroofed parking areas whenever a parking area is constructed, reconstructed, or reconfigured. In addition to the other provisions of Chapter 27 of this Code, the following landscaping requirements shall be met:

- a. *Required landscaping adjacent to public rights-of-way:* The required landscaped strip between a public right-of-way and an off-street parking area shall be at least fifteen (15) feet wide and shall contain at least five (5) shade trees and eighteen (18) shrubs for each one hundred (100) lineal feet.
- b. *Parking area interior landscaping for unroofed parking areas:* At least ten (10) percent of the total paved surface area shall be devoted to landscaped areas. Each area counting toward the ten (10) percent total shall have an average minimum dimension of ten (10) square feet. At least one (1) shade tree shall be planted for every two hundred fifty (250) square feet of required internal planting area. No parking space shall be more than one hundred (100) feet from a shade tree planted in a permeable island, peninsula, or median having a ten-foot minimum width.
- c. *Indigenous native vegetation:* To reduce maintenance and water consumption, required landscaping shall include at least seventy-five (75) percent indigenous native trees and fifty (50) percent indigenous native shrubs.

1 d. *Installation:* All required landscaping shall be installed using
2 xeriscape principles including water conservation through the
3 appropriate use of drought-tolerant plants, mulching, and the
4 reduction of turn areas. Irrigation systems shall be designed to
5 operate only when needed and only in those areas that require
6 irrigation.
7

8 e. *Maintenance:* The property owner shall be responsible for the
9 maintenance of all required landscaped areas in a healthy and
10 vigorous condition at all times. Required trees shall not be trimmed
11 or pruned in such a way as to alter or limit their normal mature
12 height or crown spread. If required plants die, they shall be replaced
13 within sixty (60) days.
14

15 (5) *Setbacks and height.* The following setback, height, and spacing regulations
16 apply in the C-3 zoning district:
17

18 a. *Perimeter setbacks:* All buildings and structures shall be set back a
19 minimum of thirty (30) feet from the outer boundary of the C-3
20 zoning district, except an interior common municipal boundary. For
21 buildings in excess of two (2) stories or thirty (30) feet in height,
22 one (1) foot shall be added to the required perimeter setback for each
23 extra foot of height over thirty (30) feet.
24

25 b. *Additional setbacks to internal property lines:* The need for building
26 setbacks to property lines adjoining other land zoned C-3 is related
27 to the existing or proposed uses of those properties. Unless modified
28 through the special C-3 PUD procedures found below in section 45-
29 34.1(10), all new buildings and structures shall be set back a
30 minimum of twenty-five (25) feet from each of its property lines.
31

32 c. *Maximum building height:* The maximum height of any building
33 shall be fifty (50) feet.
34

35 d. *Spacing between buildings:* The minimum spacing between
36 individual buildings on the same or adjoining C-3 properties shall
37 be as required by applicable fire and building codes.
38

39 (6) *Maximum lot coverage.* There is no fixed cap on lot coverage or floor area
40 ratio. Maximum intensity will be governed by the application of the parking,
41 loading, setback, building height, and surface water management standards
42 found herein.
43

44 (7) *Signs.* In addition to the other provisions of sections 6-111 through 6-117
45 of this Code, but notwithstanding any conflicting standards found therein,

signs in the C-3 zoning district shall comply with the following regulations unless modified through the special C-3 PUD procedures.

a. *Ground signs* are mounted on a monolithic base and are independent of any building for support. They are permitted only when the sign and base are monolithic and have essentially the same contour from grade to top. Ground signs that meet the following regulations are permitted in the C-3 district only along U.S. Route 1 and Northlake Boulevard:

1. *Maximum number of ground signs:* One (1) ground sign along U.S. Route 1 and one (1) ground sign along Northlake Boulevard, regardless of jurisdiction, North Palm Beach or Lake Park.
2. *Maximum height of ground sign base:* Three (3) feet.
3. *Maximum height of ground signs:* Thirteen (13) feet including the base, measured from the finished grade nearest the base (excluding berms).
4. *Maximum size of ground signs:* One hundred (100) square feet; copy may be placed on two (2) sides of a ground sign without counting the area twice.

b. *Pole signs* are not attached to any building and are supported upon the ground by poles or braces. Pole signs are not permitted in the C-3 district.

c. *Wall signs* are those that are attached to the exterior of a building or structure in such a manner that the wall becomes the supporting structure, and may form the background surface, of the sign. Wall signs are permitted in the C-3 district provided they meet the following regulations:

1. *Maximum depth of wall signs:* Wall signs may not be painted directly on the wall and may not project more than two (2) feet from the building to which they are fastened.
2. *Allowable slope of wall signs:* Wall signs may not be attached to walls that slope more than forty-five (45) degrees from a vertical plane.
3. *Maximum height of wall signs:* Eighteen (18) feet measured from the finished grade nearest the wall, except that on a building of more than two (2) stories, a single wall sign is

1 allowed above eighteen (18) feet. No wall sign may extend
2 above the top of the wall to which it is attached.
3

4 4. *Maximum number of wall signs:* One (1) permanent wall
5 sign is permitted for each business which has direct ground
6 level walk-in access from a public or private roadway or
7 sidewalk, and one additional permanent wall sign
8 identifying the building is permitted for each multiple
9 occupancy complex.
10

11 5. *Maximum size of wall signs:* Five (5) percent of the area of
12 the wall to which it is attached; or seven (7) percent if the
13 front building setback is greater than seventy (70) feet; or ten
14 (10) percent if the front building setback is greater than one
15 hundred (100) feet. However, in no case shall a wall sign
16 exceed one hundred (100) square feet in size.
17

18 d. *Roof signs* are erected and constructed wholly on and over the roof
19 of a building, and are supported by the roof structure or are an
20 integral part of the roof. Roof signs are not permitted in the C-3
21 district.
22

23 e. *Size computations:* When these regulations establish the maximum
24 size of a sign, it shall be computed by means of the smallest square,
25 circle, rectangle, triangle, or combination thereof that will
26 encompass the extreme limits of the writing, representation,
27 emblem, or other display, together with any material or color
28 forming an integral part of the background of the display or used to
29 differentiate the sign any backdrop or structure against which it is
30 placed.
31

32 f. *Allowable colors:* Notwithstanding the regulations in Chapter 6 of
33 this Code, color tones utilized for all signs complying with these
34 regulations shall be compatible with surrounding area.
35

36 g. *Lighting:* Signs containing illumination shall be turned off by 12:00
37 a.m. (midnight) each night, or when the business closes, whichever
38 is later.
39

40 h. *Appeals:* Notwithstanding conflicting appeal procedures found
41 elsewhere in this Code, all requests for modifications to sign
42 regulations in the C-3 zoning district shall be made through the
43 special C-3 PUD procedures found below in 45-34.1(10).
44

45 (8) *Surface water management.* A complete surface water management system
46 shall be provided to current standards of the South Florida Water

1 Management District whenever a building or parking area is substantially
2 redeveloped.

3
4 (9) *Location of business for retail sales of alcoholic beverages.*

- 5
6 a. No licensed retail sales of alcoholic beverages shall be carried on
7 where the proposed place of business is within five hundred (500)
8 feet of a church, synagogue, temple or other place of worship.
9
10 b. The method of measurement provided for above shall be made or
11 taken from the main front entrance of such church to the main front
12 entrance of the applicants proposed place of business along the route
13 of ordinary pedestrian traffic.
14
15 c. The restrictions of section 45-34.1(9), (1)[a.] shall not apply to the
16 retail sale of beer, ale or wine for off-premises consumption.
17
18 d. The restrictions of section 45-34.1(9), (1)[a.] shall not apply to any
19 bona fide restaurant as defined and licensed under Florida Statutes
20 as a restaurant with full kitchen facilities, regardless of size or
21 seating capacity, where alcoholic beverages are served solely as an
22 accessory use to the restaurant and only when such restaurant is open
23 for the sale and service of food.
24

25 (10) *Special C-3 Planned Unit Development (PUD) provisions. Land in a C-3*
26 *zoning district may have fragmented ownership or may adjoin a municipal*
27 *boundary. Despite these complications, the Village of North Palm Beach*
28 *desires to provide for an added degree of flexibility in the placement and*
29 *interrelationship of the buildings and land uses in this district. One (1) or*
30 *more landowners in the C-3 district may elect to use these special PUD*
31 *procedures to seek approval of a site development plan that resolves*
32 *ownership or boundary complications and/or which differs from the literal*
33 *terms of these zoning and land development regulations. These procedures*
34 *may also be used to seek approval for certain land uses that are not permitted*
35 *by right in the C-3 district (see section 45-34.1(1) above) or to request a*
36 *specific modification to the sign regulations. However, any PUD approval*
37 *under these procedures must be consistent with the spirit and intent of the*
38 *C-3 zoning district and must also be consistent with the Comprehensive*
39 *Plan. It is the intention of the village to provide a mechanism and process*
40 *to promote the redevelopment of the obsolete and underutilized areas of the*
41 *C-3 zoning district with large-scale, master-planned projects that promote:*
42 *a mix of uses; connectivity; pedestrian-oriented development; removal of*
43 *surface parking; creation of public/civic gathering spaces; and shopping,*
44 *entertainment, and restaurant uses within the form of an urban*
45 *neighborhood incorporating residential development as an integral use.*
46 *These projects promote the economic and redevelopment goals of the*

1 village, and the village has created these planned unit development (PUD)
2 provisions to facilitate these goals. The development regulations applicable
3 within the PUD are not permitted or allowed by right and shall only apply
4 if the village council determines that each of the threshold criteria is met.
5 Properties located in the C-3 zoning district that do not meet the threshold
6 criteria set forth below may utilize the general PUD provisions of section
7 45-35.1 of this code as set forth in section 45-35.1(D). Properties located
8 in the C-3 zoning district that do meet each of the threshold criteria below
9 may, at the option of the property owner, utilize the following special PUD
10 regulations:

11 a. The threshold criteria for use of these special provisions are as
12 follows:

- 13
14 1. The development parcel includes a minimum of at least five
15 (5) contiguous acres of land that will be initially reviewed
16 and approved as one overall development project. Any
17 subsequent amendments to such plan or individual phases of
18 such plan shall also be subject to these special provisions.
19
- 20 2. The project provides a minimum of one-half (1/2) acre for a
21 civic space within the project site. "Civic space" shall be
22 defined as an open space that is dedicated for public use
23 including all adjacent pedestrian amenities. The civic space
24 may include, parks, plazas, courtyards, playgrounds, or
25 similar uses. The civic space may be owned, maintained
26 and/or operated either publicly or privately. The civic space
27 may be reconfigured or relocated from the orientation shown
28 on the regulating plan. Civic space provided pursuant to this
29 subsection shall be credited towards the public sites and
30 open spaces requirements of section 36-23 of this code.
31
- 32 3. To achieve a mixed-use project, a minimum of 50,000
33 square feet of the total project development shall be
34 allocated to non-residential uses.
35
- 36 4. The project provides additional public benefits in the form
37 of enhanced landscaping over and above code requirements;
38 enhanced pedestrian amenities (such as awnings canopies,
39 outdoor art, or seating areas); the creation of functional
40 living, shopping and/or working environments; or
41 innovative architectural design. The village council reserves
42 the right to approve alternate public benefits.
43

44 ~~b. Additional land uses: The following land uses are not permitted by~~
45 ~~right but may be approved in response to a specific PUD application:~~
46

1. ~~Automobile, truck, or motorcycle dealers (new or used).~~
2. ~~Cultural, civic, educational, health care, and religious facilities.~~
3. ~~Nursing or convalescent homes.~~
4. ~~Offices for non-profit, religious, or governmental activities.~~
5. ~~Automobile service stations, not involving automobile repairs or maintenance, including ancillary uses of convenience store and car wash.~~

a b. *Allowable changes to existing regulations:* No PUD approval can permit any development that is inconsistent with the Comprehensive Plan. Subject to this limitation, ~~changes may be considered through this process to any zoning and land development regulation that the village council finds would unduly constrain desirable re-use and/or redevelopment of land in the C-3 zoning district. After any such changes are made by the village council, those changes shall govern to the extent of conflict with these regulations~~ the village council may grant waivers to the applicable regulations set forth in this section and as otherwise provided in this chapter subject to the following:

1. A waiver request in the C-3 zoning district cannot be used to:
 - i. Add uses that are not allowable under this code;
 - ii. Increase the allowable floor area ratio; or
 - iii. Increase the allowable building height.
2. When evaluating waiver requests, the village will consider the following factors and any additional criteria set forth in the relevant zoning district:
 - i. The extent to which the alternate standard proposed by the applicant differs from the code's standard that would be waived;
 - ii. Whether the granting of the waiver will lead to innovative design in which other minimum standards are exceeded;

- iii. Whether the request clearly demonstrates sufficient public benefits;
- iv. Whether the request furthers the goals of the village master plan, and exemplifies the architectural, building, and site design techniques desired within the village's appearance plan;
- v. Whether the requested waiver can be granted in the zoning district;
- vi. Any unusual circumstances regarding the property or immediate area, including the location of power lines, specimen trees, or shade trees; and
- vii. The effect of approving or denying the waiver on the development project and on the surrounding area.

c. ~~*Minimum PUD requirements*~~ *Unified control*: ~~There is no minimum parcel size for PUD applications. However, most favorable consideration will be given to applications that encompass the largest possible land area, and no parcel that is smaller than its size when this section was adopted (March, 1995) may be submitted unless it was properly platted through the provisions of these land development regulations. All parcels submitted in a single PUD application must be contiguous and must be owned by or be under the unified control of the applicant. All common areas shall be subject to joint maintenance by all of the property owners within the PUD, and the unified control documents shall provide for reciprocal easements over all streets, driveways, parking areas, pedestrian areas and civic space in favor of all properties within the PUD. While the village shall always treat the PUD as one project, portions of the PUD may be conveyed to third parties by metes and bounds once the unified control documents have been approved by the village attorney and recorded in the county public records.~~

d. *Application procedures*: PUD applications made under this section shall be accompanied by the applicable fee and shall contain the following:

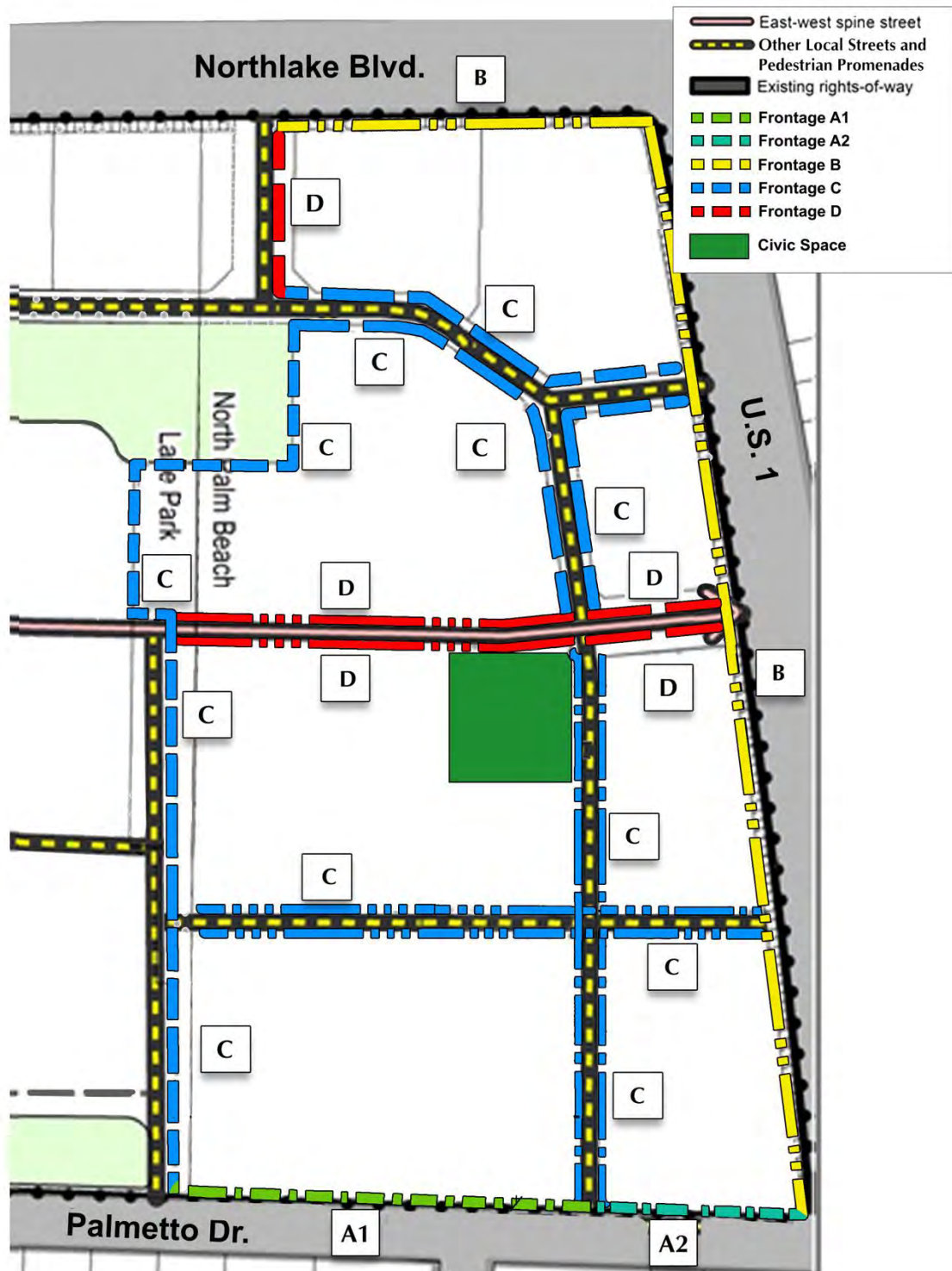
- 1. Satisfactory evidence of unified control of the entire area within the proposed PUD; agreement to abide by the conditions of approval, if granted; and ability to bind successors in title to these conditions if the proposed development is built.

2. A proposed master site development plan in sufficient detail to show the approximate locations of buildings, parking areas, and stormwater management facilities. This plan shall also show the exact locations of all access points to public streets and to any abutting land zoned C-3, whether in Lake Park or North Palm Beach. The master plan shall also include intensity of each use, maximum floor area ratio (FAR), and building heights. The master plan may include phased development.
3. ~~Unless clearly shown directly on the site development plan, an explicit list of zoning and land development regulations for which changes are sought, and the proposed alternate standards. An application and justification statement describing the proposed land uses, identifying requested waivers, demonstrating compliance with all code requirements, and setting for any volunteered limited conditions furthering the intent of the C-3 zoning district.~~
4. ~~A specific list describing any of the additional land uses listed in section 45-34.1(10)b. for which the applicant is requesting approval. Vehicular circulation plan and traffic impact study completed by a certified transportation engineer.~~
5. ~~Any volunteered limiting conditions that could provide assurances that the development as proposed would further the intent and spirit of the C-3 district and the Comprehensive Plan. Conceptual drainage plan and statement prepared by a certified civil engineer.~~
6. Conceptual landscape design completed by a registered landscape architect.
7. Preliminary plat
8. Conceptual architecture elevations and/or renderings and any other information requested by the community development director.

~~The site development plan, lists of alternate standards and additional land uses, and volunteered conditions should be submitted in a format suitable for attachment to an ordinance approving the requests.~~

- 1 e. *Approval process:* PUD applications under this section shall be
2 forwarded along with recommendations from staff to the planning
3 commission, which after holding a public hearing shall make a
4 formal recommendation to the village council of approval, partial
5 approval, or disapproval. The village council shall also hold a public
6 hearing ~~and decide whether to approve, partially approve, or~~
7 ~~disapprove the PUD application.~~ to take final action on the
8 application. ~~Unless the application is disapproved in full, this action~~
9 ~~shall be by ordinance.~~ The applicant may then proceed to obtain
10 final site plan and appearance approval for specific phases of the
11 project (if applicable) as indicated in the approved master plan. ~~all~~
12 ~~other needed development permits in accordance with the village's~~
13 ~~regulations.~~
- 14
- 15 f. *Application review procedures abutting or crossing a municipal*
16 *boundary:* ~~Any PUD application for property abutting or crossing~~
17 ~~the Lake Park town boundary shall meet all of the above~~
18 ~~requirements. In addition, to protect the interests of other C-3~~
19 ~~landowners and the town, a decision on the PUD application shall~~
20 ~~be made by the village council only at a joint meeting with the Lake~~
21 ~~Park Town Commission.~~ Regardless of the final governing body
22 approving the project, joint municipal staff review and a joint
23 meeting of the North Palm Beach planning commission and the
24 Lake Park planning and zoning board shall be required for approval.
25 Both municipalities shall review the master plan and subsequent site
26 plan and appearance approvals, unless otherwise provided for as part
27 of the master plan approval process. For projects proposed within
28 the jurisdictional boundaries of both Lake Park and North Palm
29 Beach, the project shall be reviewed in accordance with the
30 governing standards of whichever jurisdiction contains eighty
31 percent (80%) or more of the project area. The governing body of
32 the same jurisdiction, instead of both governing bodies, shall make
33 final approval, with recommendations from both advisory planning
34 boards.
- 35
- 36 g. *Regulating Plan.* Figure 1, Regulating Plan, identifies the
37 properties, frontage types and street locations for properties
38 developing under the special PUD regulations.
39

Figure 1 – Regulating Plan



1 h. *Building frontage types.*

2
3 1. *Setbacks.* The following setbacks shall apply to development
4 parcels approved through the site and appearance review
5 process:

6
7 i. *Perimeter setbacks:* All buildings fronting public
8 rights-of-way shall meet the front setbacks as
9 indicated in the regulating plan and further described
10 in Table 2.

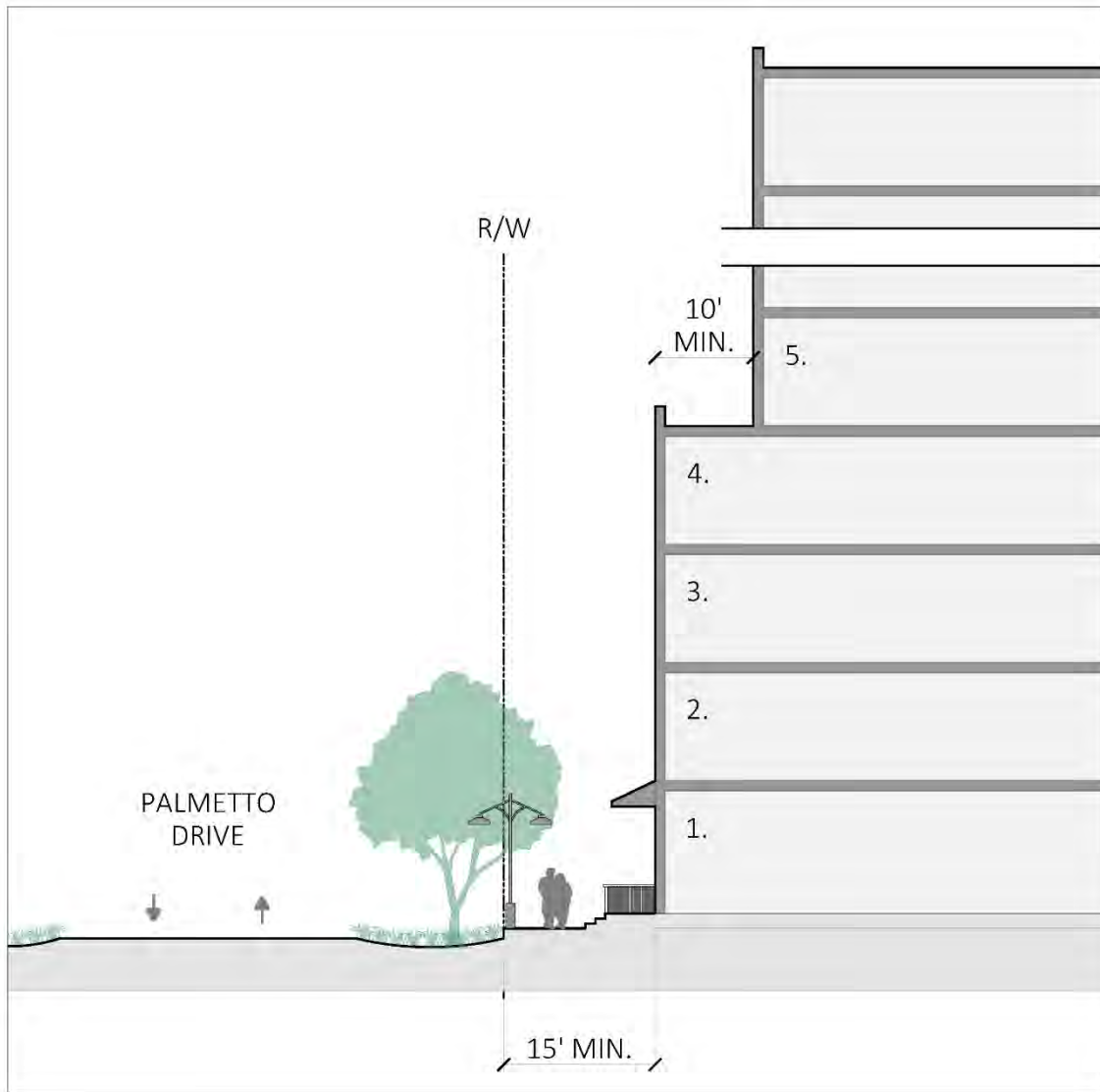
11
12 ii. *Additional setbacks to internal property lines, parcel*
13 *lines or private internal streets, drives or alleys:* All
14 internal buildings shall meet the building frontages
15 as indicated on the regulating plan and described in
16 Table 2.

17
18 iii. *Spacing between buildings:* The minimum spacing
19 between individual buildings on the same property,
20 same parcel or adjoining C-3 properties shall be
21 determined by applicable fire and building codes.
22
23

Table 2 - Building Frontage Types

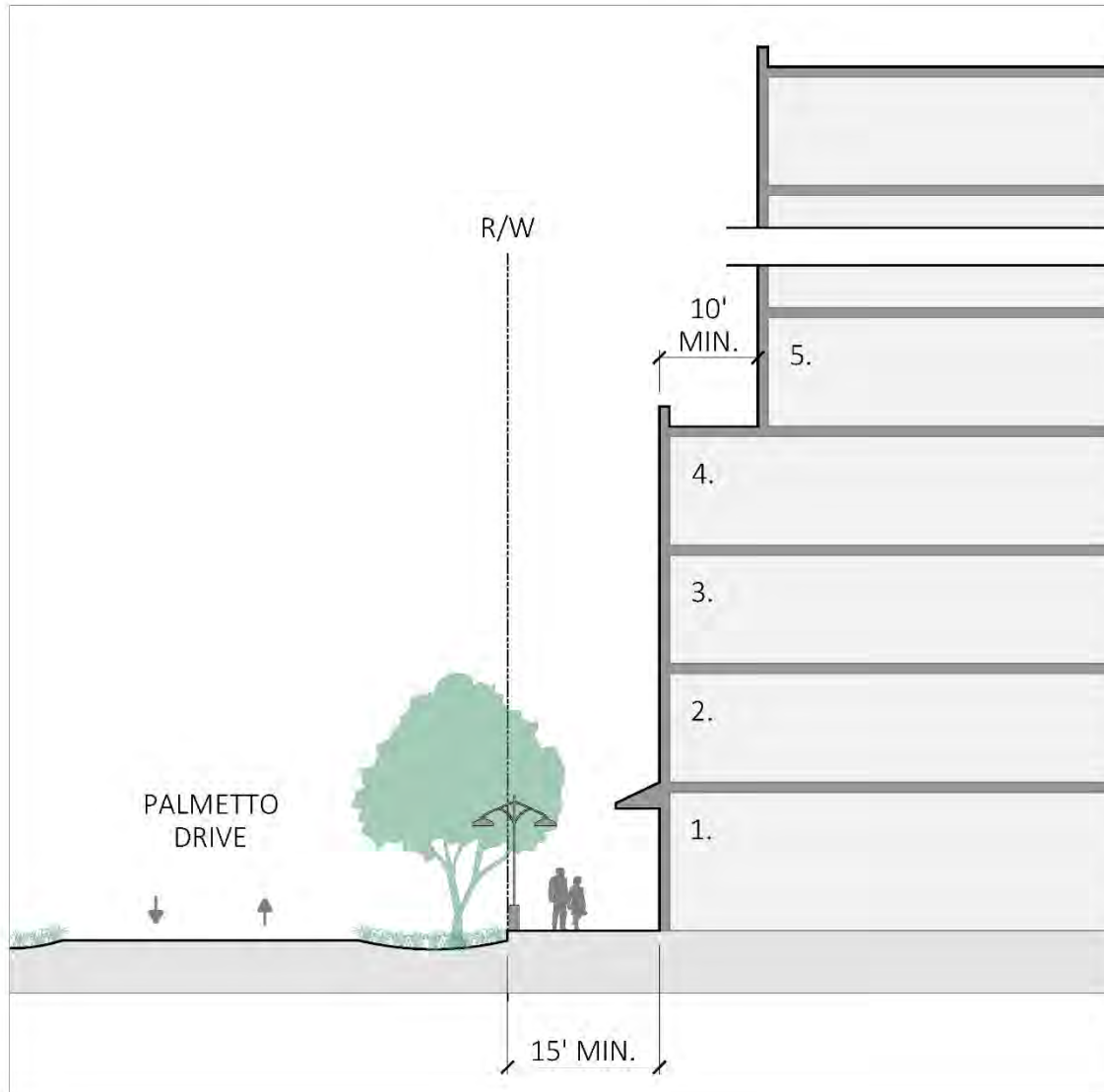
The following frontage configurations shall be used within the properties designated on the regulating plan. See Figure 1 for permitted frontage locations.

Frontage A1



1

Frontage A2



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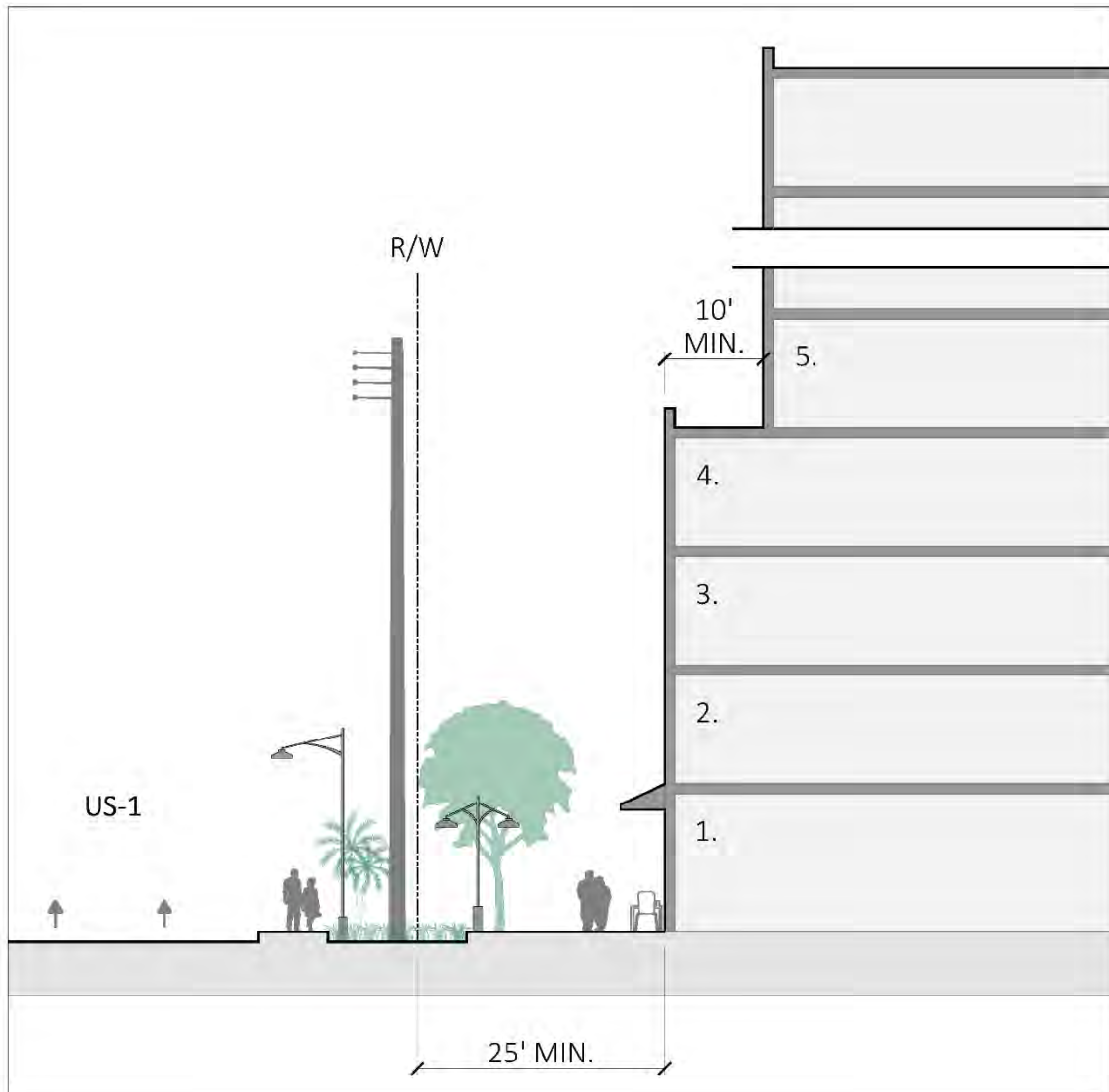
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Frontage B



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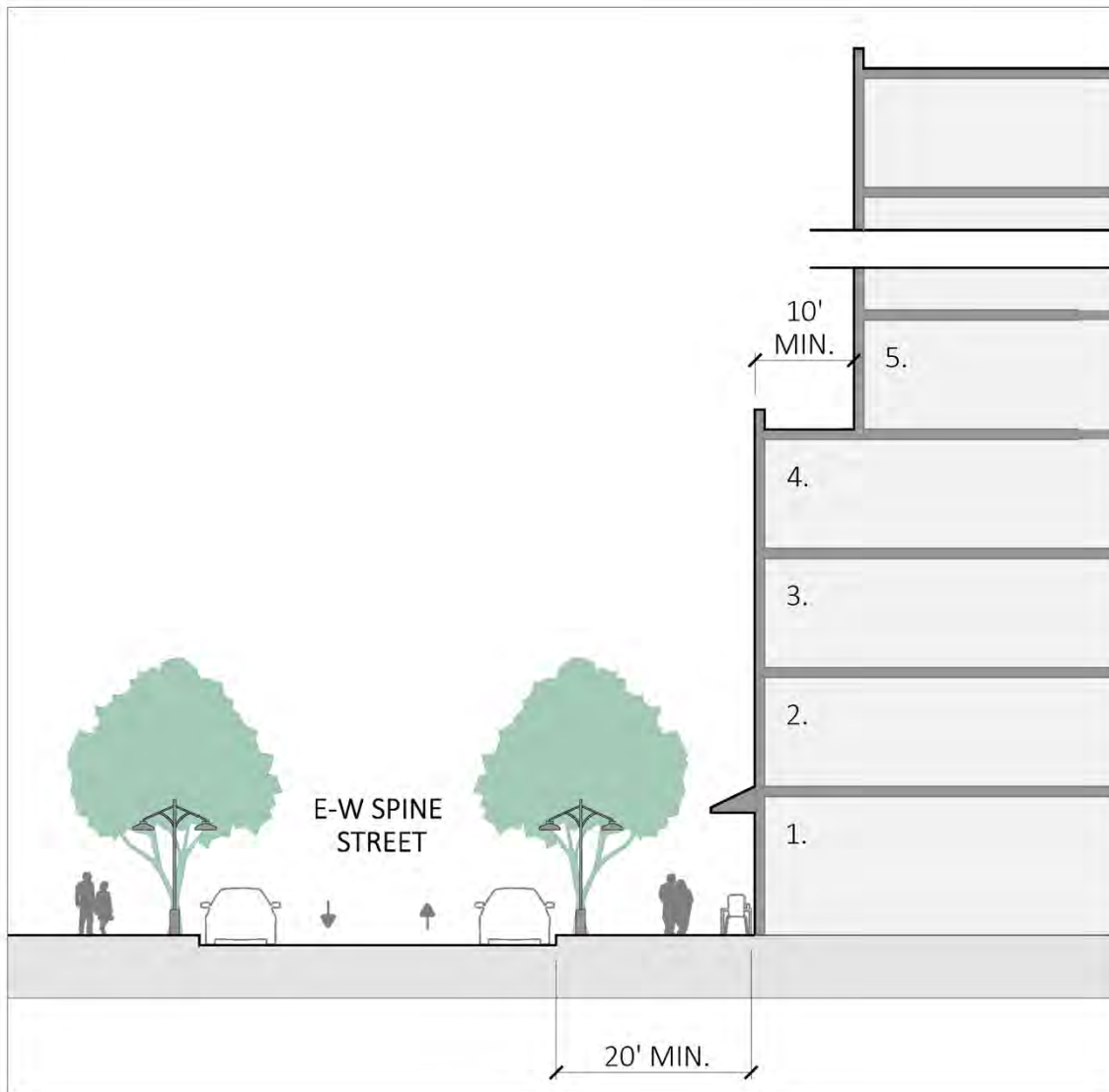
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Frontage C



- 2
- 3
- 4
- 5
- 6
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- 12
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- 14
- 15

Frontage D



- i. Building Frontage percentage: The building frontage percentage is calculated by dividing the width of the building by the width of the lot along the same street frontage. All buildings shall have a minimum frontage of seventy percent (70%) for internal streets and eighty percent (80%) along Palmetto Drive, U.S. Highway One and Northlake Boulevard.
- j. Development Intensities: Master site development plans proposed through this process, and meeting the minimum development thresholds, shall have a maximum Floor Area Ratio (FAR) of 2.75. The FAR is calculated by the total gross area of the property, including existing and proposed

easements and proposed public and private streets and alleys multiplied by the FAR. The maximum building area is limited by the maximum allowable FAR. "Building area" means the total air-conditioned leasable or saleable floor area of a building, including hallways, stairs, elevators and storage spaces. The building area does not include: non-habitable enclosed areas on the rooftop; external unenclosed circulation areas; parking areas and parking garages; unenclosed colonnades, porches and balconies; and un-air-conditioned storage spaces.

k. Building Height

1. Buildings meeting each of the criteria of these special PUD provisions set forth in subsection (10)(a) are subject to the following height restrictions:

- a. For master site development plans of at least five (5) acres and with at least 50,000 square feet of non-residential uses, buildings may have up to six (6) stories and a maximum height of seventy-five feet (75'), not including roof-top amenities;
- b. For master site development plans of at least seven and one-half (7-1/2) acres and with at least 70,000 square feet of non-residential uses, buildings may have up to ten (10) stories and a maximum of one hundred and twenty-five feet (125'), not including roof-top amenities; and
- c. For master site development plans of at least ten (10) acres and with at least 90,000 square feet of non-residential uses, buildings may have up to fourteen (14) stories and a maximum height of one hundred seventy-five feet (175'), not including roof-top amenities.

In no event shall buildings fronting U.S. Highway One, Northlake Boulevard and Palmetto Drive exceed nine (9) stories or one hundred twenty feet (120') in height within fifty feet (50') feet of the right-of-way.

2. For the purposes of calculating the number of stories in a building, stories shall be defined as the space between the finished floor and the top of the structural slab and adjusted as follows:

a. Each level devoted to parking is considered as an individual story when calculating the number of stories in a building, except where parking levels are screened by a liner building that is a minimum of twenty feet (20') deep and at least two (2) stories tall or an enhanced and aesthetically pleasing architectural feature that screens the parking.

b. When parking levels are constructed on a slope or are connected by sloping or circular ramps, the number of stories will be based on the non-sloped areas. If there are no non-sloped areas, the number of stories will be counted as the highest parking level plus each parking level below.

c. A mezzanine will not count towards the number of stories provided the total area of the mezzanine level is less than forty percent (40%) of the floor area of the main story below.

d. Rooftop amenities shall not count as a story so long as no more than forty percent (40%) of the rooftop shall be fully enclosed, air-conditioned space. None of the rooftop space is habitable for residential purposes.

1. Floor to Floor Heights: Development may use the following standards for the elevation of ground-floors and minimum/maximum dimensions for floor heights. These standards are measured as follows in Table 3.

Table 3 - Floor to Floor Standards

	<u>Max.</u>
<u>Height of ground-story:</u>	<u>25'</u>
<u>Height of upper-story:</u>	<u>14'</u>

Exceptions: The maximum floor to floor height standards in Table 3 do not apply in the following circumstances:

1. A story in or under a building that is devoted to parking is counted as a story when calculating the number of stories in a building, but does not need to comply with the maximum floor to floor heights in Table 3.
2. When the total area of mezzanine level is less than forty percent (40%) of the floor area of the story below, the mezzanine level does not need to comply with the maximum floor to floor heights in Table 3.
3. Any story that exceeds the height limitation of Table 3 will count as an additional story.

m. Architectural Features:

1. Main Entrances:

- i. The main entrance for all buildings in these special provisions is its principal point of access for pedestrians. Main entrances must face a street, alley, or civic space.
- ii. Buildings fronting on two streets may have a pedestrian entrance on both streets.

2. Facade Transparency:

- i. Transparency means the amount of transparent window glass or other openings in a building's façade along a street frontage. The transparency ratio requirement is expressed as the percentage of the transparent area divided by the entire façade area. It is calculated separately for the ground story of a façade and all upper story floors above the first floor.
- ii. A minimum of sixty percent (60%) transparency shall be provided for all ground floor non-residential building frontage and all non-residential uses above the ground floor, with the exception of garage structures and floors above the ground floor that are part of

1 a parking structure which are exempt from
2 this requirement.

3
4 iii. Glazed windows and doors with tinted glass
5 or applied films will be considered
6 transparent if they transmit at least fifty
7 percent (50%) of visible daylight.

8
9 iv. The transparent area of windows and doors
10 include rails and stiles as well as muntin bars
11 and other separators within primarily glazed
12 areas; however, the transparent area excludes
13 outer solid areas such as jambs, sills and trim.

14
15 n. Street and Sidewalk Standards:

16
17 1. Streets and blocks are indicated on the Regulating
18 Plan, Figure 1. Final development plans may deviate
19 from the alignment of those streets provided the
20 modification provides equivalent functionality to
21 intersections with U.S. Highway One and roads
22 within the Town of Lake Park. Modifications shall
23 be requested through the PUD application process.

24
25 2. Streets shall be designed in accordance with Figure 2
26 and shall be built concurrently with the development
27 or a phasing plan approved by the village.

28
29 3. To encourage pedestrian circulation, minor streets
30 may be designed primarily for pedestrian use with
31 the ability to accommodate service and emergency
32 vehicles when required.

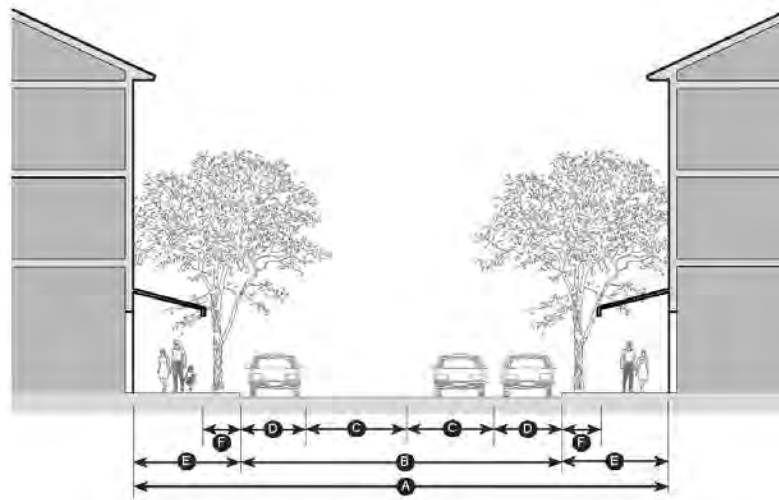
33
34 4. All streets within the C-3 zoning district shall be
35 owned and maintained privately unless otherwise
36 approved by the village.

37
38 5. Alleys may be proposed between streets shown on
39 the regulating plan.

40
41 6. Sidewalks adjacent to the U.S. Highway One and
42 Northlake Boulevard rights-of-way shall be a
43 minimum of eight feet (8') in width. All other
44 sidewalks shall be a minimum of six feet (6') in
45 width.
46

7. One-way streets shall only be permitted adjacent to a civic space, following the lane width, parking and planter dimensions shown in Figure 2. All one-way streets shall be in addition to the proposed streets shown on the regulating plan. A traffic circulation plan shall be included with the master plan application to ensure anticipated connections are maintained.

Figure 2



Description:	Details:	Key:
<u>Width of right-of-way</u>	<u>60' min.</u>	<u>A</u>
<u>Movement type</u>	<u>Slow</u>	
<u>Target speed</u>	<u>25 mph</u>	
<u>Width of pavement</u>	<u>36' min.</u>	<u>B</u>
<u>Travel lanes</u>	<u>10' min. travel lanes</u>	<u>C</u>
<u>Bicycle facilities</u>	<u>shared travel lanes</u>	<u>C</u>
<u>On-street parking</u>	<u>8' min parallel parking</u>	<u>D</u>
<u>Pedestrian facilities</u>	<u>12' min.</u>	<u>E</u>
<u>Furnishing strip:</u>		<u>F</u>
<u>Tree spacing</u>	<u>30' average</u>	

- o. Landscape Standards. All landscaping shall meet the requirements of the Article VIII (Landscaping) of this chapter unless a waiver is requested through the PUD process.
- p. Parking Standards. Parking shall meet the requirements of this subsection. Dimensions and specifications for parking shall meet section 45-36.J of this code.
 - 1. Parking space ratios: Table 4 provides parking space ratios for various uses on a site within the PUD. These ratios establish the minimum number of on-site parking spaces. Ratios based on square feet refer to the gross floor area.

Table 4 - Parking Space Ratios

<u>PROPOSED USE</u>	<u>PARKING SPACES</u>
<u>RESIDENTIAL USES</u>	
<u>Dwelling, all other dwelling types</u>	
<u>Efficiency</u>	<u>1 per unit</u>
<u>1 bedroom</u>	<u>1.25 per unit</u>
<u>2 or more bedrooms</u>	<u>1.75 per unit</u>
<u>Live/work unit</u>	<u>1 per 1,000 sq. feet</u>
<u>Assisted living facility</u>	<u>0.5 per resident</u>
<u>Community residential home</u>	<u>0.5 per resident</u>
<u>LODGING USES</u>	
<u>Bed-and-breakfast establishment</u>	<u>1 per guest room</u>
<u>Hotel</u>	<u>1 per guest room</u>
<u>Motel</u>	<u>1 per guest room</u>
<u>Time-share unit</u>	<u>1.25 per unit</u>
<u>BUSINESS USES</u>	
<u>Offices, general</u>	<u>2 per 1,000 sq. feet</u>
<u>Office or clinic, medical or dental</u>	<u>3 per 1,000 sq. feet</u>
<u>Stores & services, general</u>	<u>2 per 1,000 sq. feet</u>
<u>Stores & services, large format</u>	<u>3 per 1,000 sq. feet</u>
<u>Convenience store with fuel</u>	<u>5 per 1,000 sq. feet</u>
<u>Dog daycare</u>	<u>3 per 1,000 sq. feet</u>
<u>Drive-through facility (for any use)</u>	<u>---</u>
<u>Garage, parking</u>	<u>---</u>
<u>Restaurant or cocktail lounge</u>	<u>10 per 1,000 sq. feet</u>
<u>Telecommunications antennas</u>	<u>---</u>
<u>CIVIC & EDUCATION USES</u>	
<u>Child care facility</u>	<u>1 per 12 students</u>
<u>Church or place of worship</u>	<u>1 per 4 peak attendees</u>
<u>Civic space</u>	<u>---</u>
<u>Family day care</u>	<u>(no additional parking)</u>
<u>Government building</u>	<u>2 per 1,000 sq. feet</u>
<u>Public space</u>	<u>---</u>
<u>School, public or private</u>	<u>1 per 12 students</u>

2. *Parking space adjustments.* The number of on-site parking spaces calculated in accordance with Table 4 shall be adjusted under any one or more of the following circumstances:

- i. Mixed-use developments qualify for the shared-parking percentage reductions specified in Table 5 provided the development includes at least ten percent (10%) of its gross floor area in a second category of Figure 4 (residential, lodging, office, business, and civic/education uses).
- ii. Required spaces may be located up to five hundred (500) feet off-site in a dedicated or joint-use parking lot provided that permission to use those spaces is specified in a binding agreement that is reviewed and approved during the site plan and appearance review process.
- iii. Golf cart parking spaces may be provided with minimum dimensions of five (5) feet wide by ten (10) feet long. However, none of the development's required parking spaces may be met by golf cart parking spaces.

Table 5 - Shared Parking Reductions

Category	Level 1	Level 2	Level 3	Level 4	Level 5
Residential	30%	30%	30%	30%	30%
Lodging	20%	20%	20%	20%	20%
Offices	10%	10%	10%	10%	10%
Business (other)	0%	0%	0%	0%	0%
Civic / Educ.	10%	10%	10%	10%	10%

3. A deferred parking plan may be approved by the village if a parking study is provided that demonstrates the need for parking is less than what is required by code, or the owner has demonstrated that an alternative means of access to the uses on the site justifies the deferral of the construction of a portion of the required parking spaces. The deferred parking plan shall:
 - i. Be designed to contain sufficient space to meet the full parking requirements of the code. The plan shall illustrate the layout for the full number of parking spaces, and shall designate which parking spaces are to be deferred and the timetable for construction.
 - ii. Be designed so that the deferred parking spaces are not located in areas required for landscaping, buffer zones, or areas that would otherwise be unsuitable for parking spaces because of the physical characteristics of the land or other requirements of this code.
4. Physical standards for parking lots, driveways, and loading: Physical standards for outdoor parking lots, driveways and loading are contained herein or as modified by a request through the PUD process. No parking shall be located within the building frontage setback.
5. Standards for parking garages: Parking spaces may be provided under or in buildings or in dedicated parking garages instead of being provided in uncovered surface parking lots. Such parking spaces need not comply with the minimum setbacks for surface parking lots. These parking spaces must be screened from view from all streets. Screening may be provided by rooms in the same building or with a liner building that is at least two (2) stories tall with space at least twenty feet (20') feet deep or an enhanced and aesthetically-pleasing architectural feature screening the same two (2) stories.

- q. Sign Standards: All projects shall provide a sign plan that shall be reviewed and approved by the village during site plan and appearance approval. Pedestrian oriented signs are strongly encouraged and no ground signs shall be permitted as part of the PUD.
- r. Lighting Standards: A photometric plan shall be provided during site plan and appearance review. The plan shall include all luminaire specifications, pole locations, and foot-candle levels on directly adjacent properties. Light trespass shall be limited to the largest extent possible.

1 Section 3. The Village Council hereby amends Article III, "District Regulations," of
2 Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-35.1 to read
3 as follows (additional language underlined and deleted language ~~stricken through~~):
4

5 **Sec. 45-35.1. - Planned unit development.**
6

7 I. *Statement of intent.*
8

9 A. The intent of this section is to provide, in the case of a
10 commercial planned unit development consisting of one
11 (1.0) or more acres, in the case of an industrial planned unit
12 development consisting of one (1.0) or more acres, and in
13 the case of a residential planned unit development, an added
14 degree of flexibility in the placement and interrelationship of
15 the buildings and uses within the planned unit development,
16 together with the implementation of new design concepts. At
17 the same time the intensity of land use, density of population
18 and amounts of light, air, access and required open space will
19 be maintained for the zoning district in which the proposed
20 project is to be located, except as may be permitted for key
21 redevelopment sites through subsection 45-35.1.VIII.
22 Nothing herein should be construed as allowing deviation for
23 uses other than those specified as permitted uses, nor any
24 greater intensity of use or density of population nor any less
25 required open space than that which is specified in this
26 chapter for the zoning district in which a proposed project is
27 located, except as may be permitted through subsection 45-
28 35.1.VIII.
29

30 B. Subject to the foregoing statement of intent, the village
31 council may, in the case of commercial, industrial and
32 residential planned unit developments, allow for minor
33 modification of the provisions of this chapter or other land

development regulations in accordance with the procedure set forth in subsections II, III, IV and V.

C. The Planned Unit Development procedures in section 45-35.1 may not be used in the following zoning districts which provide a different process for considering minor modifications:

1. C-MU the C-MU zoning district allows waivers (see the C-MU zoning district and section 45-51).

~~2. C-3 the C-3 zoning district contains special PUD procedures that apply only to that district (see subsection 45-34.1.K).~~

~~3~~ 2. C-NB the C-NB zoning district allows waivers (see the C-NB zoning district and section 45-51).

D. The Planned Unit Development procedures in section 45-35.1 may be used in the C-3 zoning district where the property does not meet the threshold criteria for use of the special Planned Unit Development procedure set forth in section 45-34.1(10) of this code. The minimum size requirement set forth in subsection A above shall not be applicable to such Planned Unit Developments within the C-3 zoning district.

Section 4. The Village Council hereby amends Article VII, "Nonconforming Uses of Land and Structures," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-65 to read as follows (deleted language ~~stricken through~~):

Sec. 45-65. Nonconforming uses of structures or of structures and premises in combination.

(1) If a lawful use involving individual structures with a replacement cost of one thousand dollars (\$1,000.00) or more, or of structure and premises in combination, exists at the effective date of adoption or amendment of this ordinance, that would not be allowed in the district under the terms of this ordinance, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

(a) No existing structure devoted to a use not permitted by this ordinance in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered

1 except in changing the use of the structure to a use permitted in the
2 district in which it is located;

3
4 (b) Any nonconforming use may be extended throughout any parts of a
5 building which were manifestly arranged or designed for such use
6 at the time of adoption or amendment of this ordinance, but no such
7 use shall be extended to occupy any land outside such building;

8
9 (c) Any structure, or structure and land in combination, in or on which
10 a nonconforming use is superseded by a permitted use, shall
11 thereafter conform to the regulations for the district in which such
12 structure is located, and the nonconforming use may not thereafter
13 be resumed;

14
15 (d) When a nonconforming use of a structure, or structure and premises
16 in combination, is discontinued or abandoned for six (6) consecutive
17 months or for eighteen (18) months during any three-year period
18 (except when government action impedes access to the premises),
19 the structure, or structure and premises in combination, shall not
20 thereafter be used except in conformance with the regulations of the
21 district in which it is located;

22
23 (e) Where nonconforming use status applies to a structure and premises
24 in combination, removal or destruction of the structure shall
25 eliminate the nonconforming status of the land. Destruction for the
26 purpose of this subsection is defined as damage to an extent of more
27 than fifty (50) percent of the replacement cost at time of destruction.

28
29 (2) If an existing use of a structure was legally permitted on its site prior to
30 changes in the C-MU, ~~C-3~~, or C-NB zoning districts in 2020 but is not listed
31 as a permitted use in the new district, that existing use will continue to be
32 deemed a permitted use and will not be subject to the restrictions in section
33 45-65(1)(a)-(c) and 45-65(1)e. Notwithstanding the foregoing, these uses
34 will not be allowed to continue if discontinued or abandoned as defined
35 by 45-65(1)(d).

36
37 (3) Nonconformities not involving the use of a principal structure, e.g., open
38 storage, building supplies, vehicle, mobile home, implement and machinery
39 storage, signs, billboards, junkyards, commercial animal yards and the like,
40 shall be discontinued within two (2) years of the effective date of this
41 ordinance or amendment.

42
43 Section 5. The Village Council hereby amends Article VIII, "Landscaping," of Appendix C
44 (Chapter 45) of the Village Code of Ordinances to read as follows (additional language underlined
45 and deleted language ~~stricken through~~):

* * *

Sec. 45-90. Landscape requirements for site perimeters.

- A. *Minimum buffer width for site perimeters.* A landscape buffer of the widths specified in Table 45-90 shall be provided around the perimeter of all parcels in the specified zoning districts.

Table 45-90 – Minimum Buffer Widths

	<i>Front Yard</i>	<i>Side Yard</i>	<i>Rear Yard</i>
<i>R-3</i>	8 feet	5 feet ¹	5 feet
<i>C-MU</i>	5 feet ²	-	5 feet
<i>C-2 G</i>	8 feet	10 feet	5 feet ³
<i>C-3</i>	5 feet ²	-	5 feet ⁴
<i>C-NB</i>	5 feet	-	5 feet
<i>All other commercial</i>	5 feet	5 feet ^{5 4}	5 feet
<i>I-1</i>	see section 45-38		

NOTES:

¹ Only required in side yards that adjoin R-1 or R-2 districts

² Does not apply to all building frontage types; along U.S. Highway 1 and Northlake Boulevard, the front yard landscape buffer may not be placed on a sidewalk easement (see subsections 45-31.E.6 and 45-34.1.H)

³ Not required on parcels that adjoin the railroad right-of-way

⁴ Only required on parcels that adjoin U.S. Highway 1 or Northlake Boulevard (see subsection 45-34.1.H)

^{5 4} Only required in side yards that adjoin less intense zoning districts (any residential district)

* * *

Sec. 45-91. Landscape requirements for base of foundation.

- A. *Location and width.*

1. There shall be foundation landscaping within five (5) feet of all buildings and structures.

a. These landscape areas shall be provided along all four (4) facades of all structures, excluding rear service areas not visible by a public road right-of-way or not generally traveled by the public or visible from adjacent structures.

b. The combined length of the required foundation planting shall be no less than forty (40) percent of the total length of the applicable side of the structure.

2. This requirement shall not apply in the C-MU ~~and C-3 zoning districts~~ in front of buildings that meet the standards for a gallery, storefront, or canopy building frontage type.

B. *Minimum standards.*

1. When required, foundation landscaping shall always extend along the portions of a facade that directly abut a street, a parking lot, and other vehicular use areas, excluding doorways.

2. A minimum of one (1) tree shall be planted for each seventy-five (75) linear feet of building perimeter, using a species suitable for this location. The remainder of the landscape area shall be treated appropriately with plantings which may include shrubs, vines, flower boxes, ground cover, and mulch, and with pedestrian accessways.

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

Section 7. 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 8. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall take effect upon the effective date of Ordinance No. 2023-05.

PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

3

4

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: July 13, 2023

SUBJECT: **ORDINANCE 2nd and Final Reading** – Amendments to Article III, “District Regulations” of Appendix C (Chapter 45) of the Village Code of Ordinances by adopting a new section Section 45-29 “Artificial Turf/Synthetic Grass, which will provide for permitted locations, material standards and specifications as well as regulations for installation, maintenance, and repair.

Background:

Many homeowners are turning to artificial turf as a means of replacing all or part of their existing lawns with a similar green surface that does not require irrigation or growth management. The Village has received code enforcement complaints regarding the installation of artificial turf without a permit. Other residents have inquired about the approval process to install artificial turf. Right now, because the Code is silent, Staff has been hesitant in permitting artificial turf. The Ad Hoc Committee and Planning Commission were directed by the Village Council to consider Artificial Turf regulations. Further, the Village has received a request from a resident to consider adoption of Artificial Turf regulations. The proposed Ordinance takes into consideration the opinions and recommendations from these Village bodies as well as the North Palm Beach residents.

This analysis will probe the pros and cons of artificial turf and provide common artificial turf issues and how these issues are addressed by the proposed Ordinance. Additionally, by examining how other Florida municipalities regulate artificial turf within their Codes, the Village can gain insight toward evaluating the permitting criteria of this product.

ARTIFICIAL TURF ADVANTAGES/DISADVANTAGES AND ISSUES

Both live plant and artificial turf presents advantages and disadvantages. The following is a summary of these considerations for artificial turf.

Artificial Turf	
Advantages	Disadvantages
Requires relatively low maintenance	Eventually deteriorates due to wear and tear; requires upkeep
Requires considerably less water use than natural grass	The manufacture and composition of synthetic turf together with reduction in living plant material, could increase the community’s carbon footprint

Higher grade quality products have better aesthetics and look more like real grass	May trap heat, creating “heat islands”
One-time installation cost	Cost for installation may be more than a grass lawn
People are less allergic to artificial turf than grass lawns	Some claim that the look of artificial turf is not the same as live landscaping. Thus, it does not maintain the natural look of the Village.
Fertilizers, insecticides and weed killers are not used	Artificial turf generally impedes the natural breakdown of pathogens so periodic disinfection may be required with corollary environmental issues.

Artificial Turf Issues	
Issue	Comments
Toxicity: Some artificial turf includes silicon and rubber recycled from used tires. These may contain heavy metals that can leach into ground water, where the Village obtains much of its water supply. Lead content has been an issue with some manufactures	The proposed Ordinance is requiring materials to be limited to organic materials and sand with non-toxic coating, must be lead free and all materials must be disposable under normal conditions at any U.S. landfill station.
Drainage/runoff: Generally less permeable than natural lawns, artificial turf provides less opportunity for rainwater to recharge the local aquifer and places a corollary increase in load on the Village’s storm drain system.	The proposed Ordinance requires proper drainage to prevent excess runoff or pooling of water and requires a minimum permeability of 30 inches per hour.
Maintenance: Although properly installed artificial turf requires relatively low maintenance, it eventually deteriorates from exposure to the elements and wear.	The proposed Ordinance requires the turf to be maintained and requires replacement if it falls into disrepair.
Materials: Not all manufacturers use the same or high-end artificial turf materials	The proposed Ordinance requires a 15-year manufacturer’s warranty.
Impacts: Artificial turf could impact structures or live materials in its proximity.	The propose Ordinance requires a barrier around live plantings and it cannot be attached directly to or placed on a seawall or seawall cap.

COMPARISON OF LOCAL ARTIFICIAL TURF ORDINANCES

Upon reviewing Artificial Turf ordinances from other Florida municipalities, the following topics are key factors to consider: defining turf as pervious or impervious, outlining the design and material criteria for landscaping, citing standards for installing the product, setting requirements for maintaining turf in good condition, and determining the permitting process for artificial turf. Among eight different Florida municipalities and their artificial turf ordinances, some have established similar methods of regulating the landscaping product. The majority have identified synthetic turf as impervious to distinguish between living and non-living material.

As for the design and material standards for artificial turf, ordinances may require a minimum number of years under a no fade warranty, the product must also be lead-free, flame retardant, possess pile infill, and a certain pile height. Some of these ordinances specifically reference the artificial material must be

manufactured from polyethylene monofilament with pile fibers height ranging from a minimum height of 1.5 inches to a maximum height of 2.5 inches. The infill medium may also be specified. Needless to say, the artificial turf needs to be green to maintain a natural appearance. Following standards for the material and design of the product, the installation and maintenance practices are vital for preserving the desired natural aesthetic.

The installation aspects for artificial turf may refer to designated areas for artificial turf, and the methods used to ensure the material is securely anchored at all edges and seems. Meanwhile, only some Florida municipalities require the installation be completed by a licensed professional, or at a minimum must be installed according to the manufacturer's specifications. Additional requirements for installation entail installation outside the drip line of any tree, the separation of living and nonliving landscape, and site drainage must be provided underneath the artificial turf. Given that the Village is home to three miles of shore, the turf ordinance should be mindful of distancing artificial turf installations from bodies of water and natural features (such as wetlands, lakes, ponds, canals, swales, etc.). Once the product is installed, the property owner needs to maintain the artificial turf in good, clean condition and cannot have holes, tears, discoloration, seam separations, or excessive wear. If the turf must be replaced, then it should be with like material to blend in with the existing turf. Routine maintenance must be free of weeds, debris, odors, impressions, and flat or matted areas. Code Enforcement can review and enforce the maintenance of the artificial turf as needed, and in necessary cases the Village may get involved with the removal of turf if Code Enforcement violations are not resolved.

Proposed Text Amendments

Sec. 45-29. Artificial turf/synthetic grass.

(a) Locations permitted.

(1) Artificial turf (also referred to as synthetic grass) shall only be permitted on lots improved with a single-family or two-family dwelling.

(2) Artificial turf is limited to rear and side yards.

(3) Artificial turf shall not be permitted in the front yard or in any area visible from a public right-of-way (even if in the rear or side yard), unless it is placed in between paver blocks or similar materials in a manner where the area for the artificial turf does not exceed four (4) inches in width and it does not exceed fifty (50) percent of the total area using the paver blocks or similar materials. Screening, as approved by the community development department, may be used in order to comply with visibility requirement.

(4) No artificial turf shall be placed in any public right-of-way.

(b) Minimum material standards. All artificial turf shall comply with the following minimum standards:

(1) Artificial turf shall consist of green lifelike individual blades of grass that emulate natural turf in look and color, as approved by the Village building official, and shall have a minimum pile height of one and one-half (1-1/2) inches, unless otherwise approved by the Village building official, and shall have a minimum tufted weight of fifty-six (56) ounces per square yard.

Putting greens shall be permitted with a minimum pile height of one-quarter (1/4) inch; however, putting greens shall be located in the rear yard only, shall not count toward the minimum landscaped area as set forth in subsection (e) below and shall require submission of a drainage plan along with the building permit application.

- (2) Artificial turf installations shall have a minimum permeability of thirty (30) inches per hour per square yard.
- (3) All artificial turf shall have a minimum fifteen (15) year manufacturer's warranty that protects against color fading and a decrease in pile height.
- (4) Artificial turf shall be lead-free.
- (5) All materials must include test documentation which declares that the artificial turf yarn and backing materials are disposable under normal conditions, at any U.S. landfill station (Total Content Leach Protocol (TCLP) test).
- (6) The use of indoor or outdoor carpeting as a replacement for artificial turf or natural turf shall be prohibited.
- (7) Infill materials for artificial turf are limited to organic materials and sand with a non-toxic coating.
- (c) *Installation, maintenance, and repair.*
 - (1) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications.
 - (2) All artificial turf installations shall be anchored to ensure that the turf withstands the effects of wind.
 - (3) All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.
 - (4) If artificial turf is planned to be installed immediately adjacent to a seawall, the artificial turf shall be pinned or staked behind the seawall. No artificial turf or installation mechanism shall be attached directly to or placed on a seawall or seawall cap.
 - (5) Proper drainage shall be provided for all artificial turf installations to prevent excess runoff or the pooling of water.
 - (6) Artificial turf shall be visually level, with the grain pointing in a single direction.
 - (7) An appropriate barrier device (e.g., concrete mow strip, bender board, brick pavers, river rock, landscaping) is required to separate artificial turf from soil and live vegetation.

- (8) Precautions for installation around existing trees shall be monitored and may be restricted to ensure tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised.
- (9) All artificial turf shall be maintained in a green, fadeless condition free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing and debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.
- (10) All artificial turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and/or repairs shall be performed with like for like materials from the same manufacturer, if possible, and done so in a manner that results in a repair that blends in with the existing artificial turf.
- (11) An owner or applicant shall obtain a building permit from the community development department prior to the installation of any artificial turf.
- (12) The village or other public entity or utility company may remove artificial turf located within an easement at any time for any reason, including, but not limited to, providing underground access for utility work. The property owner shall bear and pay any and all costs to replace or reinstall the artificial turf.
- (d) Existing artificial turf. For those properties where artificial turf is currently installed and the artificial turf does not meet the requirements of this section, full compliance shall be required when the existing artificial turf is replaced.
- (e) Pervious area. Artificial turf installed in compliance with the requirements of this section shall be considered as one hundred percent (100%) pervious area and shall count toward the required minimum landscaped area.

Legal Review

The attached Ordinance has been prepared/reviewed by the Village Attorney for legal sufficiency.

Fiscal Impacts

N/A

First Reading

At its June 22, 2023 meeting, the Village Council approved the Ordinance on first reading by a vote of 3-0. Due to a concerns raised by the Village Council, Section 45-29(b)(6) has been amended to remove the reference to plastic or nylon and now reads as follows:

“The use of indoor or outdoor carpeting as a replacement for artificial turf or natural turf is prohibited.”

Council also questioned to the necessity of Section 45-29(c)(5), which provides that “proper drainage shall be provided for all artificial turf installations to prevent excess runoff or the pooling of water.” While the Ordinance already requires that artificial turf installation have a minimum permeability of thirty (30) inches per hour per square yard, Village Staff recommends leaving the language as drafted to provide an additional enforcement mechanism in the event the artificial turf fails to meet the required permeability rate due to manufacturing or installation issues.

Recommendation:

Village Staff recommends Village Council consideration and approval on second and final reading of the attached Ordinance to add Section 45-29 to the Village Code of Ordinance to provide for permitted locations, material standards and specifications as well as regulations for installation, maintenance, and repair of Artificial/Synthetic Turf.

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(1) Artificial turf (also referred to as synthetic grass) shall only be permitted on lots improved with a single-family or two-family dwelling.

1 (2) Artificial turf is limited to rear and side yards.

2
3 (3) Artificial turf shall not be permitted in the front yard or in any area
4 visible from a public right-of-way (even if in the rear or side yard),
5 unless it is placed in between paver blocks or similar materials in a
6 manner where the area for the artificial turf does not exceed four (4)
7 inches in width and it does not exceed fifty (50) percent of the total area
8 using the paver blocks or similar materials. Screening, as approved by
9 the community development department, may be used in order to
10 comply with visibility requirement.

11
12 (4) No artificial turf shall be placed in any public right-of-way.

13
14 (b) Minimum material standards. All artificial turf shall comply with the
15 following minimum standards:

16
17 (1) Artificial turf shall consist of green lifelike individual blades of grass
18 that emulate natural turf in look and color, as approved by the Village
19 building official, and shall have a minimum pile height of one and one-
20 half (1-1/2) inches, unless otherwise approved by the Village building
21 official, and shall have a minimum tufted weight of fifty-six (56)
22 ounces per square yard. Putting greens shall be permitted with a
23 minimum pile height of one-quarter (1/4) inch; however, putting greens
24 shall be located in the rear yard only, shall not count toward the
25 minimum landscaped area as set forth in subsection (e) below and shall
26 require submission of a drainage plan along with the building permit
27 application.

28
29 (2) Artificial turf installations shall have a minimum permeability of thirty
30 (30) inches per hour per square yard.

31
32 (3) All artificial turf shall have a minimum fifteen (15) year manufacturer's
33 warranty that protects against color fading and a decrease in pile height.

34
35 (4) Artificial turf shall be lead-free.

36
37 (5) All materials must include test documentation which declares that the
38 artificial turf yarn and backing materials are disposable under normal
39 conditions, at any U.S. landfill station (Total Content Leach Protocol
40 (TCLP) test).

41
42 (6) The use of indoor or outdoor carpeting as a replacement for artificial
43 turf or natural turf shall be prohibited.

44
45 (7) Infill materials for artificial turf are limited to organic materials and
46 sand with a non-toxic coating.

1 (c) Installation, maintenance, and repair.

2
3 (1) All artificial turf shall, at a minimum, be installed according to the
4 manufacturer's specifications.

5
6 (2) All artificial turf installations shall be anchored to ensure that the turf
7 withstands the effects of wind.

8
9 (3) All seams shall be nailed and glued, not sewn, and edges shall be
10 trimmed to fit against all regular and irregular edges to resemble a
11 natural look.

12
13 (4) If artificial turf is planned to be installed immediately adjacent to a
14 seawall, the artificial turf shall be pinned or staked behind the seawall.
15 No artificial turf or installation mechanism shall be attached directly to
16 or placed on a seawall or seawall cap.

17
18 (5) Proper drainage shall be provided for all artificial turf installations to
19 prevent excess runoff or the pooling of water.

20
21 (6) Artificial turf shall be visually level, with the grain pointing in a single
22 direction.

23
24 (7) An appropriate barrier device (e.g., concrete mow strip, bender board,
25 brick pavers, river rock, landscaping) is required to separate artificial
26 turf from soil and live vegetation.

27
28 (8) Precautions for installation around existing trees shall be monitored and
29 may be restricted to ensure tree roots are not damaged with the
30 installation of the base material and that the overall health of the tree
31 will not be compromised.

32
33 (9) All artificial turf shall be maintained in a green, fadeless condition free
34 of dirt, mud, stains, weeds, debris, tears, holes, and impressions.
35 Maintenance shall include, but not be limited to cleaning, brushing and
36 debris removal; repairing of depressions and ruts to maintain a visually-
37 level surface; elimination of any odors, flat or matted areas, weeds, and
38 evasive roots; and all edges of the artificial turf shall not be loose and
39 must be maintained with appropriate edging or stakes.

40
41 (10) All artificial turf must be replaced if it falls into disrepair with fading
42 or holes or loose areas. Replacement and/or repairs shall be performed
43 with like for like materials from the same manufacturer, if possible, and
44 done so in a manner that results in a repair that blends in with the
45 existing artificial turf.

46
47 (11) An owner or applicant shall obtain a building permit from the
48 community development department prior to the installation of any
49 artificial turf.

(12) The village or other public entity or utility company may remove artificial turf located within an easement at any time for any reason, including, but not limited to, providing underground access for utility work. The property owner shall bear and pay any and all costs to replace or reinstall the artificial turf.

(d) Existing artificial turf. For those properties where artificial turf is currently installed and the artificial turf does not meet the requirements of this section, full compliance shall be required when the existing artificial turf is replaced.

(e) Pervious area. Artificial turf installed in compliance with the requirements of this section shall be considered as one hundred percent (100%) pervious area and shall count toward the required minimum landscaped area.

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

Section 4. 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 the Ordinance.

Section 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall become effective immediately upon adoption.

PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council

FROM: Jessica Green, Village Clerk

DATE: July 13, 2023

SUBJECT: **MOTION – Confirmation of Appointment of Deputy Village Clerk**

Section 2-68 of the Code of Ordinances provides that the Deputy Village Clerk be appointed by the Village Clerk, subject to confirmation of the appointment by the Village Council.

Philippa Davis began serving in the position of Deputy Village Clerk on April 18, 2022, and has successfully completed the required 365 day probationary period. Mrs. Davis is an excellent employee and an asset to the Clerk's office. I recommend confirmation of her appointment as Deputy Village Clerk.

Recommendation:

The Village Clerk respectfully requests Council consideration and approval of a motion confirming the appointment of Philippa Davis as Deputy Village Clerk.

- (8) *Keep official seal.* Be the custodian of the official seal of the village.
(Code 1970, § 2-38)

Sec. 2-68. Deputy village clerk—Appointment.

The deputy village clerk shall be appointed by the village clerk, subject to confirmation of such appointment by majority vote of the members of the village council. The village council shall not recommend a person to be appointed by the village clerk, but shall have the power to withhold confirmation of any person recommended for appointment by the village clerk until the village council is satisfied with the person recommended by the village clerk to be deputy village clerk.
(Ord. No. 17-79, § 2, 8-9-79)

Sec. 2-69. Same—Duties.

The deputy village clerk shall:

- (1) During the absence or disability of the village clerk, perform the duties of village clerk.
 - (2) Perform such duties as are assigned to her by the village clerk in accordance with the responsibilities of the village clerk as set forth in section 2-67 of this Code.
 - (3) At the direction of the village clerk, perform such additional services as may be required by the departments managed by the village manager.
- (Ord. No. 17-79, § 2, 8-9-79)

Secs. 2-70—2-74. Reserved.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: July 13, 2023
SUBJECT: **RESOLUTION** – Adoption of Donation Policy

The Village currently has no policy governing the acceptance of donations to the Village or the solicitation of donations for the benefit of the Village. With the assistance of Village Staff, this office has drafted a Donation Policy for the Council's consideration.

The stated purpose of the Policy is to establish a formal process for the acceptance and documentation of donations made to the Village. Donations may consist of cash, personal property or real property and are divided into two categories:

- Designated donations – donations for a specific Village department, location, or purpose or donations collected as part of an approved fundraising activity; and
- Undesignated donations – donations given to the Village for an unspecified use.

The Village shall only accept designated donations when they have a purpose consistent with the Village's goals and objectives and are in the best interests of the Village. All designated donations shall be evaluated to determine if the benefits derived warrant acceptance of the donation. The criteria for such evaluation include, but are not limited to:

- Whether an expenditure is required in order to accept the donation;
- Whether the donation serves a public purpose and meets the Village's goals, objectives, mission, and values; and
- The potential and extent of the Village's obligation to maintain, match or supplement a donation.

The Policy sets up a tiered system for the acceptance of donations. Donations valued at \$5,000 or below may be accepted by the Department Director; donations valued at more than \$5,000 and up to \$25,000 may be accepted by the Village Manager; and donations valued at more than \$25,000 must be accepted by the Village Council.

Donations will be acknowledged through the completion of a Donation Acceptance Form. No form shall be required for gifts of food or other gifts with an estimated value of \$100 or less. The Village reserves the right to reject any donation and shall not accept a donation from any person or entity with a pending application, permit, or approval.

Donations of tangible property will be distributed or disposed of by the Department Director or the Village Manager. Designated donations of cash will be deposited into the appropriate revenue account for the designated Village department. Undesignated donations of cash will be deposited in the Village's General Fund; however, undesignated donations of more than \$25,000 shall be distributed at the direction of the Village Council.

No Village official or employee may solicit donations for any program, activity, or event sponsored or initiated by the Village where the total amount collected is expected to exceed \$10,000 unless the Village Council has approved the fundraising activity.

The policy shall not apply to donations of personal property from governmental or non-profit agencies or the donation of vehicles or other equipment to the Police Department for use in law enforcement activities.

The Policy may be included in the Village's Accounting Policies and Procedures Manual for Internal Controls at a future date.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving and adopting a Donation Policy to supplement existing Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A DONATION POLICY FOR THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently has not policy governing the acceptance of donations to the Village or the solicitation of donations for the benefit of the Village; and

WHEREAS, Village Staff recommended the adoption of a Donation Policy to establish a formal process for the acceptance, documentation, and distribution of donations made to the Village; 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 NORTH PALM BEACH, FLORIDA as follows:

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

Section 2. The Village Council hereby adopts a Donation Policy, of copy of which is attached hereto and incorporated herein by reference. This Policy may be included in the Village's Accounting Policies and Procedures Manual for Internal Controls.

Section 3. All resolutions or parts of resolutions in conflict herewith 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 _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



VILLAGE OF NORTH PALM BEACH **DONATION POLICY**

Section 1. Purpose:

The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the Village. This policy provides guidance when individuals, community groups and businesses wish to make donations to the Village and establishes standards for Village employees regarding the solicitation of gifts for Village projects and fundraising activities.

Section 2. Types of Donations:

Donations may be offered in the form of cash, personal property, or real property and fall into one of the two following categories:

- A. *Designated donations* are those donations that the donor specifies for a particular Village department, location or purpose or are collected as part of a fundraising activity approved by the Village Council.
- B. *Undesignated donations* are those donations that are given to the Village for an unspecified use.

Section 3. Consistency with the Village's Interest for Designated Donations:

The Village shall only accept designated donations when they have a purpose consistent with the Village's goals and objectives and are in the best interests of the Village.

Section 4. Acceptance of Donations:

All donations to the Village shall be submitted for consideration for acceptance. Based on the value of the donation as outlined below, appropriate Village Staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation.

- A. Offers of donation of cash or other items valued at \$5,000 or below may be accepted by a Department Director.
- B. Offers of donation of cash or other items valued at more than \$5,000 and up to \$25,000 may be accepted by the Village Manager.

- C. Offers of donations of cash or other items valued at more than \$25,000 must be accepted by the Village Council.
- D. Offers of donations for gratuitous purposes (e.g., holiday gift baskets) to an employee, department, or the Village shall be made available to benefit all employees.

Section 5. Acceptance of Designated Donations of Cash or Tangible Items

Based on the value of the donation offer as outlined in Section 4 above, appropriate Village Staff will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include, but are not limited to:

- A. Consideration of whether an expenditure is required in order to accept the donation.
- B. Consideration of whether the donation serves a public purpose and meets the Village's goals, objectives, mission, and values.
- C. The potential and extent of the Village's obligation to maintain, match or supplement the donation.

Section 6. Acknowledgement of Donations

- A. A Donation Acceptance Form is required to be completed by the receiving Department Director or the Village Manager and forwarded to the Village Council (if required). No Form shall be required for gifts of food or any gift with an estimated value of \$100.00 or less.
- B. A copy of the Donation Acceptance Form shall be provided to the donor, the Finance Department, and the Village Clerk.

Section 7. Declined Donations

The Village of North Palm Beach reserves the right to decline any donation if, upon review, acceptance of the donation is determined in the sole discretion of the Village to not be in the Village's best interest. The Village shall not accept any donation from a person or entity with a pending application, permit, or approval of any kind.

Section 8. Distribution of Donations

- A. Tangible items will be distributed to the appropriate Village departments for use or, at the discretion of the Department Director or Village Manager, disposed of in an appropriate manner.

- B. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated Village department.
- C. Donations of cash for undesignated donations will be deposited into the Village's General Fund, provided, however, that undesignated donations in an amount over \$25,000 shall be distributed at the direction of the Village Council.

Section 9. Exemptions.

The provisions of this policy shall not apply to donations of personal property from governmental or non-profit agencies or to the donation of vehicles or other equipment to the Police Department for use in law enforcement activities.

Section 10. Solicitation of Donations

No elected or appointed Village official, Village employee or Village volunteer shall solicit donations for any program, activity or event sponsored or initiated by the Village where the total amount collected is expected to exceed \$10,000 unless the Village Council has approved the fundraising activity. No donation may be used for the personal financial gain of any Village elected or appointed official or any Village employee.

Solicitation, acceptance, and reporting of gifts to individual elected or appointed officials or Village employees are governed by Chapter 112, Florida Statutes, and the Palm Beach County Ethics Code.

**VILLAGE OF NORTH PALM BEACH
DONATION ACCEPTANCE FORM**

Name of donor: _____

Address of donor: _____

Telephone No. _____ E-mail: _____

Description of donation: _____

Donor estimate of current value: _____

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

Intended use: _____

Conditions of acceptance or donor designation: _____

Village Department receiving the donation: _____

APPROVED/DISAPPROVED (as applicable):

Date

Department Head Signature

Date

Village Manager Signature

Date submitted to Council

Date approved by Council

Date

Mayor Signature

Copies to:

Finance Department
Village Clerk
Donor

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER

TO: Honorable Mayor and Council

FROM: Chuck Huff, Village Manager

DATE: July 13, 2023

SUBJECT: **RESOLUTION – Property, Casualty and Workers’ Compensation Insurance
Renewal Insurance Proposal for Fiscal Year 2024**

The Village’s property and casualty coverage, as well as its workers’ compensation insurance coverage, is set to expire on September 30, 2023. The current providers for each coverage are listed below:

Coverage	Current Provider	Agent / Broker
Property & Casualty	Public Risk Management of Florida (PRM)	First Florida Insurance Brokers (FFIB)
Workers’ Compensation	Public Risk Management of Florida (PRM)	First Florida Insurance Brokers (FFIB)

Since April 2023, the Village Administration has been in contact with PRM regarding a revised renewal. Property insurance rates have notably surged across south Florida. Conversations with managers in North County reveal that their renewals have witnessed a rise ranging from 45 to 70 percent. The proposed renewal accounts for a **total increase of \$118,998 or 14.51% increase**.

FFIB submitted a renewal proposal with nominal impacts to the Village overall; however, it requires that the Village accept the proposal prior to July 30, 2023 so that the rates can be locked in. A cost summary is provided in the table below:

Coverage	FY 2023		FY 2024 (*)	
	Provider	Cost	Provider	Cost
Property & Casualty	PRM	\$458,404	PRM	\$552,574
Workers’ Compensation	PRM	\$374,164	PRM	\$400,804
Member Credit		(\$12,488)		(\$14,300)
Agent Fee	FFIB	\$10,000	FFIB	\$10,000
Net		\$830,080		\$949,078
Positional Bonds	FFIB	\$1,348	FFIB	\$1,348
Fuel Tank Storage	FFIB	\$1,010	FFIB	\$1,010
Grand Total		\$832,438		\$951,436

(*) The Fiscal Year 2024 costs for the positional bonds and fuel storage tank policies are estimated only.

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 accepting the proposal submitted by First Florida Insurance Brokers to provide Property, Casualty and Workers' Compensation Insurance coverage to the Village through Public Risk Management of Florida for Fiscal Year 2024, authorizing the Village Administration to take all actions necessary to implement such coverage, and approving a waiver from the Village's purchasing policies and procedures as they relate to the procurement of insurance coverage.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FIRST FLORIDA INSURANCE BROKERS TO PROVIDE PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA AND AUTHORIZING VILLAGE ADMINISTRATION TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT SUCH COVERAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is currently a member of the Public Risk Management of Florida risk management and self-insurance pool for property and casualty coverage, as well as workers' compensation coverage; and

WHEREAS, Village Staff received a proposal from First Florida Insurance Brokers ("FFIB") for property, casualty, and workers' compensation insurance through Public Risk Management of Florida for Fiscal Year 2024; 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 Village and its residents.

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

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

Section 2. The Village Council hereby accepts the proposal submitted by First Florida Insurance Brokers for property, casualty, and workers' compensation insurance through Public Risk Management of Florida for Fiscal Year 2024 at a total estimated annual cost of \$951,436.00. The Village Council further authorizes and directs Village Administration to take all actions necessary to implement such coverage.

Section 3. All resolutions or parts of resolutions in conflict herewith 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 _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Creating Unique Risk Solutions

VILLAGE OF NORTH PALM BEACH

PROPERTY ♦ PROPERTY TERRORISM & SABOTAGE ♦ ACTIVE SHOOTER &
MALICIOUS ATTACK ♦ CRIME ♦ AUTO LIABILITY ♦ GENERAL LIABILITY ♦
WORKERS COMPENSATION ♦ PUBLIC OFFICIALS/E&O LIABILITY
ANCILLARY COVERAGES

RENEWAL INSURANCE PROPOSAL

OCTOBER 1, 2023 TO OCTOBER 1, 2024

Maggie Boykin, ARM-P
Vice President, Property & Casualty

Prepared By:
Kristin Chambers, AAI
Account Manager

100 SOUTH ASHLEY DRIVE
SUITE 250
TAMPA, FL 33602

813-902-3502 – PHONE

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL &
PRIVILEGED PROPRIETARY DOCUMENTATION
NOT PUBLIC RECORD.

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NAMED INSURED AND MAILING ADDRESS

Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

This proposal contains most terms, conditions, limits and deductibles provided under the program. However, refer to the PRM Coverage Document for specific and complete terms and conditions.

PREPARED BY

FFIB
First Florida Insurance Brokers

A BALLATOR COMPANY

100 SOUTH ASHLEY, SUITE 250

TAMPA, FL 33602

PHONE: (813) 902-3502

TOLL FREE: (866) 404-7637

Creating Unique Risk Solutions

	PROPERTY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	\$62,336,263	\$62,339,571
DEDUCTIBLES		
ALL OTHER PERILS, EXCEPT:	\$1,000	✓
ALL OTHER FLOOD – PER UNIT	\$1,000	✓
FLOOD – ZONES A&V	EXCESS OF NFIP WHETHER PURCHASED OR NOT	✓
NAMED WINDSTORM PER UNIT VALUES SHALL APPLY	5%	✓
VALUATION		
PROPERTY	REPLACEMENT COST	✓
INLAND MARINE	REPLACEMENT COST	✓
AUTO PHYSICAL DAMAGE (AS REPORTED)	ACTUAL CASH VALUE/REPLACEMENT COST	✓
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	✓
COINSURANCE	NONE	✓
ASSOCIATION LIMITS		
ALL PERILS, COVERAGES AND INSURED/MEMBERS COMBINED – PER OCCURRENCE SUBJECT TO THE FOLLOWING SUB-LIMITS:	\$250,000,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
FLOOD – PER OCCURRENCE ANNUAL AGGREGATE	\$50,000,000	✓
FLOOD SUBLIMIT – ANNUAL AGGREGATE ▪ CONTRACTORS EQUIPMENT ▪ FINE ARTS ▪ LICENSED VEHICLES ▪ UNLICENSED VEHICLES	\$5,000,000	✓
FLOOD SUBLIMIT ▪ PER OCCURRENCE ▪ MISCELLANEOUS UNNAMED LOCATIONS	\$10,000,000	✓
EARTHQUAKE SHOCK LIMIT ▪ PER OCCURRENCE & ANNUAL AGGREGATE	\$50,000,000	✓
WIND/HAIL LIMIT PER OCCURRENCE NAMED WINDSTORM	\$100,000,000	\$75,000,000
AUTO PHYSICAL DAMAGE ▪ ON AND OFF PREMISES ▪ OFF THE ROAD	INCLUDED \$10,000,000	✓

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A
CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2023 AND/OR BINDING OF PROGRAM.

Creating Unique Risk Solutions

	PROPERTY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	\$62,336,263	\$62,339,571
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
ACCIDENTAL CONTAMINATION	\$250,000/\$500,000	✓
ACCOUNT RECEIVABLES	INCLUDED	✓
ANIMALS ▪ UNSCHEDULED ANIMALS	\$50,000 FOR ANY ONE ANIMAL/ \$250,000 PER OCCURRENCE	✓
ASBESTOS CLEAN-UP & REMOVAL (RESULTANT)	LIMITED COVERAGE	✓
AUTOMATIC ACQUISITION LIMIT	\$25,000,000	✓
AUTOMATIC ACQUISITION LIMIT FOR ▪ VEHICLES ▪ SPECIAL FLOOD HAZARD AREAS	\$10,000,000 \$10,000,000 ANNUAL AGGREGATE	✓ ✓
BUILDING ORDINANCE UNDAMAGED PORTION OF BUILDING	INCLUDED	✓
BUSINESS INTERRUPTION	\$100,000,000	✓
CIVIL AUTHORITY WITHIN 10 MILES OF INSURED PREMISE	30 DAYS	✓
CLAIM PREPARATION EXPENSE	\$1,000,000	✓
CONTINGENT BUSINESS INTERRUPTION	\$5,000,000 EXCEPT TAX INTERRUPTION - EXCLUDED	✓ ✓
COURSE OF CONSTRUCTION & ADDITIONS	\$50,000,000 EXCLUDES FRAME BUILDERS RISK	✓
DEBRIS REMOVAL	INCLUDED	✓
DEMOLITION	INCLUDED	✓
EARTH MOVEMENT <i>EXCEPT</i> ▪ VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	\$50,000,000 ANNUAL AGGREGATE \$5,000,000 COMBINED AGGREGATE	✓ ✓
ELECTRONIC DATA PROCESSION (EDP)	INCLUDED	✓
ERRORS & OMISSIONS	\$25,000,000	✓
EXPEDITING EXPENSE	\$50,000,000	✓
EXTENDED PERIOD OF INDEMNITY	180 DAYS	✓
EXTRA EXPENSE	\$50,000,000	✓
FINE ARTS ▪ UNSCHEDULED FINE ARTS	INCLUDED \$2,500,000	✓
FIRE FIGHTING EXPENSE	INCLUDED	✓
FLOOD <i>EXCEPT</i> ▪ SPECIAL FLOOD HAZARD AREAS ▪ VEHICLES, CONTRACTORS EQUIPMENT, FINE ARTS COMBINED	\$50,000,000 INCLUDED \$5,000,000 COMBINED AGGREGATE	✓ ✓ ✓

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A
CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2023 AND/OR BINDING OF PROGRAM.

Creating Unique Risk Solutions

PROPERTY PROPOSAL

	PROPERTY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
TOTAL INSURED VALUES	\$62,336,263	\$62,339,571
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
IMPROVEMENT & BETTERMENT	INCLUDED	✓
INCREASED COST OF CONSTRUCTION	\$25,000,000	✓
INGRESS & EGRESS WITHIN 10 MILES OF INSURED PREMISE	30 DAYS	✓
JEWELRY, FURS, & PRECIOUS METALS – SEPARATELY	\$500,000	✓
LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS EXCEPT	\$5,000,000	✓
UNSCHEDULED LANDSCAPING, TEES, SAND TRAPS, GREENS, ATHLETIC GREENS	\$1,000,000	✓
LEASEHOLD INTEREST	INCLUDED	✓
MISCELLANEOUS UNNAMED LOCATIONS EXCEPT	\$25,000,000	✓
SPECIAL FLOOD HAZARD AREAS	\$10,000,000 ANNUAL AGGREGATE	✓
MOLD (RESULTANT)	\$35,000 AGGREGATE	✓
MONEY AND SECURITIES	\$2,500,000	✓
OFF PREMISES SERVICE INTERRUPTION INCLUDING EXTRA EXPENSE	\$25,000,000	✓
PERSONAL EFFECTS	INCLUDED	✓
PERSONAL PROPERTY OF OTHERS	INCLUDED	✓
PERSONAL PROPERTY OUTSIDE THE USA	\$1,000,000	✓
PROTECTION AND PRESERVATION OF PROPERTY	INCLUDED	✓
PROPERTY OFF PREMISES	INCLUDED	✓
SIGNS	INCLUDED	✓
TRANSIT	\$25,000,000	✓
TUNNELS, BRIDGES, DAMS, CATWALKS – UNSCHEDULED	\$500,000	✓
VALUABLE PAPERS AND RECORDS	INCLUDED	✓
WATERCRAFT		✓
▪ UP TO 27 FEET, UNSCHEDULED	\$250,000 UNSCHEDULED	✓
▪ OVER 27 FEET, SCHEDULED	ALL SCHEDULED INCLUDED	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
RUST, WET/DRY ROT, LAND & LAND VALUES, COMMUNICABLE DISEASE, PROPERTY CYBER & DATA EXCLUSION	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	\$247,867	\$322,244
✓ Per Expiring Change from Expiring	difference	\$74,377 30.00%

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A
CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2023 AND/OR BINDING OF PROGRAM.

Creating Unique Risk Solutions

RATING EXPOSURES – PROPERTY INFORMATION		
TOTAL INSURED VALUES	EXPIRING 2022-2023	RENEWAL 2023-2024
TOTAL BUILDING VALUES	\$40,688,612	\$40,688,612
TOTAL CONTENT VALUES	\$5,202,596	\$5,202,596
DECLARED/PROP IN OPEN	\$4,185,815	\$4,185,815
EDP EQUIPMENT (HARDWARE)	\$1,243,800	\$1,243,800
BUSINESS INTERRUPTION/EXTRA EXPENSE	\$1,000,000	\$1,000,000
EQUIPMENT VALUES	\$2,681,561	\$2,916,561
AUTOMOBILE VALUES – ACTUAL CASH VALUE	\$2,383,879	\$2,452,187
AUTOMOBILE VALUES – REPLACEMENT COST	\$4,950,000	\$4,650,000
RENTAL VALUES	\$0	\$0
MISCELLANEOUS PROPERTY	\$0	\$0
TOTAL INSURABLE VALUES	\$62,336,263	\$62,339,571

*** APPRAISAL COSTS ARE INCLUDED WITHIN THE PRM PROGRAM**

	PROPERTY TERRORISM & SABOTAGE	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	LLOYDS OF LONDON	LLOYDS OF LONDON
TERRORISM & SABOTAGE	\$25,000,000 Per Occurrence \$25,000,000 Aggregate	✓
DEDUCTIBLE	\$10,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
BUSINESS INTERRUPTION SUBLIMIT	\$93,024,718	✓
CIVIL OR MILITARY AUTHORITY SUBLIMIT	\$1,000,000 30 DAY(s), & 1 MILE(s)	✓
DEBRIS REMOVAL EXPENSES SUBLIMIT	\$250,000	✓
DECONTAMINATION COSTS EXCLUDING NCBR SUBLIMIT	\$250,000	✓
DEMOLITION & INCREASED COST OF CONSTRUCTION SUBLIMIT	\$1,000,000	✓
ERRORS & OMISSIONS SUBLIMIT	\$250,000	✓
ELECTRONIC DATA PROCESSING MEDIA SUBLIMIT	\$1,000,000	✓
EXTENDED PERIOD OF INDEMNITY SUBLIMIT	\$0 AND 180 DAY(s)	✓
FINE ART SUBLIMIT	\$250,000	✓
INGRESS/EGRESS SUBLIMIT	\$1,000,000, 30 DAY(s) & 1 MILE(s)	✓
PRESERVATION OF PROPERTY SUBLIMIT	\$250,000	✓
PROFESSIONAL FEES SUBLIMIT	\$250,000	✓
RELOCATION EXPENSE SUBLIMIT	\$250,000	✓
SERVICE INTERRUPTION SUBLIMIT	\$1,000,000, 30 DAY(s) & 1 MILE(s)	✓
TRANSIT SUBLIMIT	\$250,000	✓
VALUABLE PAPERS SUBLIMIT	\$250,000	✓
ACCOUNTS RECEIVABLE SUBLIMIT	\$250,000	✓
ASBESTOS SUBLIMIT	\$500,000	✓
COMMISSIONS, PROFITS & ROYALTIES SUBLIMIT	\$250,000	✓
DELAY IN STARTUP COST SUBLIMIT	\$250,000	✓
FIRE PROTECTIVE SYSTEMS SUBLIMIT	\$10,000	✓
GREEN BUILDING ADDITIONAL EXPENSE SUBLIMIT	\$250,000	✓
KEY & LOCK EXPENSE SUBLIMIT	\$250,000	✓
LANDSCAPING SUBLIMIT	\$10,000	✓
LOSS OF ATTRACTION SUBLIMIT	\$0, 0 DAY(s) & 0 MILE(s)	✓
MISCELLANEOUS UNNAMED LOCATIONS SUBLIMIT	\$1,000,000 AND 30 DAY(s)	✓
NEWLY ACQUIRED LOCATIONS SUBLIMIT	\$1,000,000 AND 90 DAY(s)	✓
PROPERTY IN COURSE OF CONSTRUCTION	\$1,000,000	✓
RENTAL INCOME SUBLIMIT	\$93,024,718	✓
SOFT COST SUBLIMIT	\$10,000	✓

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE MUNICIPALITIES TERRORISM AND SABOTAGE LIMIT OF LIABILITY

✓ Per Expiring
Change from Expiring

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	ACTIVE SHOOTER & MALICIOUS ATTACK	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	LLOYDS OF LONDON	LLOYDS OF LONDON
TERRORISM & SABOTAGE	\$2,000,000 Per Occurrence \$2,000,000 Aggregate	✓
DEDUCTIBLE	\$10,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
ADDITIONAL SECURITY MEASURES SUBLIMIT	\$250,000	✓
COUNSELING SUBLIMIT	\$250,000	✓
PUBLIC RELATIONS COSTS SUBLIMIT	\$250,000	✓
MISCELLANEOUS CRISIS MANAGEMENT EXPENSES SUBLIMIT	\$250,000	✓
WAITING PERIOD	0 HOURS	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED IN PROPERTY PREMIUM	INCLUDED IN PROPERTY PREMIUM

UNLESS OTHERWISE SPECIFIED, ALL SUB-LIMITS LISTED ABOVE APPLY ON A PER OCCURRENCE BASIS AND ARE A PART OF, AND NOT IN ADDITION TO, THE ACTIVE SHOOTER AND MALICIOUS ATTACK LIMIT

✓ Per Expiring
Change from Expiring

	CRIME	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLE	\$1,000	✓
LIMITS		
EMPLOYEE THEFT-PER LOSS COVERAGE	\$500,000	✓
FORGERY OR ALTERATION	\$500,000	✓
INSIDE PREMISES-THEFT OF MONEY & SECURITIES	\$500,000	✓
INSIDE PREMISES-ROBBERY, SAFE BURGLARY-OTHER PROPERTY	\$500,000	✓
OUTSIDE THE PREMISES	\$500,000	✓
COMPUTER FRAUD	\$500,000	✓
FUNDS TRANSFER FRAUD	\$500,000	✓
MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY	\$500,000	✓
IMPERSONATION FRAUD/SOCIAL ENGINEERING	\$100,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
FAITHFUL PERFORMANCE OF DUTY INCLUDED	INCLUDED	✓
45 DAY NOTICE OF CANCELLATION/10 DAYS NON-PAYMENT	INCLUDED	✓
60 DAY LOSS REPORT REQUIREMENT	INCLUDED	✓
NO MINIMUM EARNED PREMIUM	INCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED IN PROPERTY PREMIUM	INCLUDED IN PROPERTY PREMIUM

✓ Per Expiring
Change from Expiring

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A
CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2022 AND/OR BINDING OF PROGRAM.

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	BOILER & MACHINERY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	TRAVELERS ENERGYMAX 21	TRAVELERS ENERGYMAX 21
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
DEDUCTIBLES		
ALL OBJECTS	\$1,000	✓
TRANSFORMERS 10,000 KVA	\$10,000	✓
VALUATION		
ALL OTHER EQUIPMENT	REPAIR AND/OR REPLACEMENT	✓
EQUIPMENT 20 YEARS OR OLDER	ACTUAL CASH VALUE	✓
ASSOCIATION LIMITS		
LIMIT PER ACCIDENT	\$50,000,000	✓
ASSOCIATION SUB-LIMITS [NOT ALL INCLUSIVE]		
CONTINGENT BUSINESS INTERRUPTION/EXTRA EXPENSE	\$250,000	✓
DEMOLITION/INCREASED COST	\$1,000,000	✓
ERRORS IN DESCRIPTION	POLICY LIMIT	✓
EXPEDITING EXPENSE	POLICY LIMIT	✓
HAZARDOUS SUBSTANCE	\$2,000,000	✓
MEDIA	\$500,000	✓
NEWLY ACQUIRED LOCATION	POLICY LIMIT	✓
ORDINANCE OR LAW INCL. DEMOLITION	\$1,000,000	✓
REFRIGERANT CONTAMINATION	POLICY LIMIT	✓
WATER DAMAGE	POLICY LIMIT	✓
MAJOR PERILS EXCLUDED [NOT ALL INCLUSIVE]		
EARTHQUAKE	EXCLUDED	✓
EC PERILS	EXCLUDED	✓
FLOOD	EXCLUDED	✓
FREEZE	EXCLUDED	✓
FURNACE EXPLOSION	EXCLUDED	✓
LIGHTNING	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	\$3,919	\$4,703
✓ Per Expiring Change from Expiring		\$784 20.00%
		difference

ABOVE PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A
CATASTROPHIC LOSS OCCURRING PRIOR TO OCTOBER 1, 2023 AND/OR BINDING OF PROGRAM.

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	GENERAL LIABILITY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	✓
DEDUCTIBLE	NIL	✓
LIMITS		
LIMIT OF LIABILITY (INCLUSIVE OF SIR)	\$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
EMPLOYEE BENEFIT LIABILITY	INCLUDED	✓
LAW ENFORCEMENT LIABILITY	INCLUDED	✓
MISCELLANEOUS PROFESSIONAL	INCLUDED	✓
TERMS [INCLUDING BUT NOT LIMITED TO]		
ASSAULT & BATTERY	INCLUDED	✓
BLANKET CONTRACTUAL-HOLD HARMLESS	INCLUDED	✓
BODILY INJURY/PROPERTY DAMAGE	INCLUDED	✓
EMT/PARAMEDICAL COVERED	INCLUDED	✓
FALSE ARREST/IMPRISONMENT	INCLUDED	✓
HOST & LIQUOR LIABILITY	INCLUDED	✓
INVASION OF RIGHT OF PRIVACY	INCLUDED	✓
MALICIOUS PROSECUTION	INCLUDED	✓
MENTAL ANGUISH	INCLUDED	✓
MENTAL INJURY	INCLUDED	✓
PROPERTY IN THE CARE, CUSTODY & CONTROL	INCLUDED	✓
COMMUNICABLE DISEASE*	\$200,000 PER CLAIMANT/\$300,000 PER OCC /\$300,000 MEMBER AGG/\$3,000,000 POOL AGG.	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
AIRCRAFT LIABILITY	EXCLUDED	✓
MEDIAL PAYMENTS (NOT LEGAL LIABILITY)	EXCLUDED	✓
PRODUCT RECALL, TAMPERING OR GUARANTEE	EXCLUDED	✓
WAR, NUCLEAR HAZARDS	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	\$206,618	\$225,627
✓ Per Expiring Change from Expiring	difference \$19,009 9.20%	

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

*COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED

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PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY PROPOSAL

	PUBLIC OFFICIALS/EMPLOYMENT PRACTICES LIABILITY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	✓
RETROACTIVE DATE	N/A	✓
DEDUCTIBLE	NIL	✓
PUBLIC OFFICIALS LIABILITY		
LIMIT OF LIABILITY (INCLUSIVE OF SIR)	\$2,000,000	✓
ANNUAL AGGREGATE	\$6,000,000	✓
EMPLOYMENT PRACTICES LIABILITY		
LIMIT OF LIABILITY (INCLUSIVE OF SIR)	\$2,000,000	✓
ANNUAL AGGREGATE	\$6,000,000	✓
SUB-LIMITS [INCLUDING BUT NOT LIMITED TO]		
BERT HARRIS	\$300,000/\$300,000	✓
INVERSE CONDEMNATION	\$100,000/\$100,000	✓
NON-MONETARY DAMAGES	\$100,000/\$100,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
ELECTED OFFICIALS, APPOINTED OFFICERS	INCLUDED	✓
ERRORS AND OMISSIONS	INCLUDED	✓
MISFEASANCE, MALFEASANCE & NONFEASANCE	INCLUDED	✓
NEGLIGENCE	INCLUDED	✓
SEXUAL HARASSMENT	INCLUDED	✓
SEXUAL MISCONDUCT [COVERAGE AVAILABLE]	EXCLUDED	✓
WRONGFUL ACTS OF PUBLIC OFFICIALS	INCLUDED	✓
COMMUNICABLE DISEASE *	\$200,000 PER CLAIMANT/\$300,000 PER OCC /\$300,000 MEMBER AGG/\$3,000,000 POOL AGG.	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED WITHIN THE GL PREMIUM	INCLUDED WITHIN THE GL PREMIUM

BOTH PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY IS SUBJECT TO A PER MEMBER COMBINED AGGREGATE OF \$6,000,000

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

***COMMUNICABLE DISEASE SUB-LIMIT & AGGREGATES APPLIES TO ALL LIABILITY COVERAGES COMBINED**

✓ Per Expiring
Change from Expiring

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	AUTOMOBILE LIABILITY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	OCCURRENCE	✓
DEDUCTIBLE	NIL	✓
LIMITS		
LIABILITY COMBINED SINGLE LIMIT (INCLUSIVE OF SIR)	\$2,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
PERSONAL INJURY PROTECTION	STATUTORY	✓
PHYSICAL DAMAGE		
▪ COLLISION	EXCLUDED – COVERED UNDER PROPERTY	✓
▪ COMPREHENSIVE	EXCLUDED – COVERED UNDER PROPERTY	✓
HIRED/BORROWED LIABILITY	\$2,000,000	✓
HIRED/BORROWED PHYSICAL DAMAGE	INCLUDED	✓
NON-OWNED LIABILITY	\$2,000,000	✓
NON-OWNED PHYSICAL DAMAGE	INCLUDED	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]		
AUTO PHYSICAL DAMAGE	EXCLUDED – COVERED UNDER PROPERTY	✓
MEDICAL PAYMENTS	EXCLUDED	✓
UNINSURED/UNDERINSURED MOTORIST	EXCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED WITHIN THE GL PREMIUM	INCLUDED WITHIN THE GL PREMIUM

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

✓ Per Expiring
Change from Expiring

EXCESS LIABILITY PROPOSAL

				EXCESS LIABILITY	
				EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
COMPANY				PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGES INCLUDED					
AUTOMOBILE LIABILITY				✓	✓
EMPLOYEE BENEFITS LIABILITY				✓	✓
EMPLOYMENT PRACTICES LIABILITY				✓	✓
ERRORS & OMISSIONS LIABILITY				✓	✓
GENERAL LIABILITY				✓	✓
LAW ENFORCEMENT LIABILITY				✓	✓
EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]					
ABUSE OR MOLESTATION				✓	✓
AIRPORT LIABILITY				✓	✓
ASBESTOS				✓	✓
AUTOMOBILE FIRST PARTY COVERAGE				✓	✓
DAMS, LEVEES, DIKES OR RESERVOIRS				✓	✓
EMPLOYERS' LIABILITY/WORKERS' COMPENSATION				✓	✓
FAILURE TO SUPPLY EXCLUSION-UTILITIES				✓	✓
FUNGI OR BACTERIA				✓	✓
NURSING HOME				✓	✓
PROPERTY DAMAGE EXCLUSION-REAL AND/OR PERSONAL PROPERTY				✓	✓
POLLUTION LIABILITY EXCLUSION-HOSTILE FIRE COVERAGE				✓	✓
SILICA OR DUST				✓	✓
WAR				✓	✓
WHARFINGERS' LIABILITY				✓	✓
LINE OF COVERAGE	LIMIT	EXCESS OF LIMITS	COVERAGE TRIGGER		
AUTO LIABILITY	\$3,000,000	\$2,000,000	PER ACCIDENT	✓	✓
EMPLOYEE BENEFITS LIABILITY	\$3,000,000	\$2,000,000	PER CLAIM	✓	✓
EMPLOYMENT PRACTICES LIAB	\$3,000,000	\$2,000,000	PER CLAIM	✓	✓
GENERAL LIABILITY INCLUDING LAW ENFORCEMENT	\$3,000,000	\$2,000,000	PER OCCURRENCE	✓	✓
MISCELLANEOUS PROFESSIONAL	\$3,000,000	\$2,000,000	PER CLAIM	✓	✓
PREMIUM					
ANNUAL PREMIUM				INCLUDED WITHIN THE GL PREMIUM	INCLUDED WITHIN THE GL PREMIUM

ASSOCIATION AGGREGATE \$100,000,000 FOR ALL LIABILITY COVERAGES

\$3,000,000 COMBINED EXCESS LIABILITY AGGREGATE APPLIES PER MEMBER FOR EMPLOYEE BENEFITS LIABILITY,
PUBLIC OFFICIALS ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY ONLY

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DESCRIPTION	CLASS CODE	2022-2023 ESTIMATED PAYROLL	2023-2024 ESTIMATED PAYROLL
IRRIGATION WORKERS	0251	\$109,513	\$113,894
STREET OR ROAD PAVING	5509	\$251,856	\$261,930
FIREFIGHTERS & DRIVERS	7704	\$2,715,613	\$2,824,238
POLICE OFFICERS & DRIVERS	7720	\$3,984,638	\$4,144,024
AUTOMOBILE SERVICE COMPANIES & EMS PROVIDERS & DRIVERS	8380	\$218,818	\$227,571
CLERICAL OFFICE EMPLOYEES	8810	\$3,530,153	\$3,671,359
BUILDINGS OPERATIONS BY OWNER -ALL OTHER EMPLOYEES	9015	\$261,594	\$272,058
CLUBS – COUNTRY. GOLF, FISHING OR YACHT & CLERICAL	9060	\$998,058	\$1,037,980
PARK NOC- ALL EMPLOYEES & DRIVERS	9102	\$893,613	\$929,358
GARBAGE ASHES OR REFUSE COLLECTION DRIVERS	9403	\$1,024,619	\$1,065,604
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	\$706,124	\$734,369
	TOTAL PAYROLL	\$14,694,599	\$15,282,383
			4.00%

WORKERS' COMPENSATION		
	EXPIRING 10/01/21 TO 10/01/22	RENEWAL 10/01/22 TO 10/01/23
CARRIER	PUBLIC RISK MANAGEMENT	PUBLIC RISK MANAGEMENT
DEDUCTIBLE	NIL	✓
LIMITS		
EXCESS WORKER'S COMPENSATION – MEDICAL, DISABILITY, DEATH	STATUTORY	✓
EMPLOYERS' LIABILITY – EACH ACCIDENT – EACH EMPLOYEE FOR DISEASE	\$2,000,000 \$2,000,000	✓ ✓
TERMS & CONDITIONS [NOT ALL INCLUSIVE]		
BROAD FORM ALL STATES	INCLUDED	✓
MARITIME COVERAGE ENDORSEMENT	INCLUDED	✓
VOLUNTARY COMPENSATION ENDORSEMENT	INCLUDED	✓
SUBJECT TO		
ANNUAL POLICY AUDIT – PLEASE NOTE THE 10/01/2023 TO 10/01/2024 WC COVERAGE PERIOD WILL BE AUDITED AT A RATE OF 0.0262265 PER DOLLAR OF PAYROLL ON THE TOTAL WC PREMIUM, BEFORE ANY PARTICIPATION CREDITS	INCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	\$374,164	\$400,804
	<i>difference</i>	\$26,640 7.12%

✓ Per Expiring
Change from Expiring

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	CYBER LIABILITY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
CARRIER	GREAT AMERICAN INSURANCE	GREAT AMERICAN INSURANCE
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	✓
RETROACTIVE DATE	10/01/2016	✓
DEDUCTIBLE	\$100,000	\$20,000
LIMITS		
LIMIT OF LIABILITY	\$1,000,000	✓
ANNUAL AGGREGATE	\$5,000,000 POOL AGGREGATE	✓
COVERAGE (INCLUDING BUT NOT LIMITED TO)		
BUSINESS INCOME/EXTRA EXPENSE	INCLUDED	✓
CYBER EXTORTION THREATS	INCLUDED	✓
MEDIA LIABILITY	INCLUDED	✓
PUBLIC RELATIONS EXPENSE	INCLUDED	✓
REPLACEMENT/RESTORATION OF ELECTRONIC DATA	INCLUDED	✓
SECURITY BREACH EXPENSE	INCLUDED	✓
SECURITY BREACH LIABILITY [INCLUDES REGULATORY FINES/PENALTIES AND PCI FINES]	INCLUDED	✓
PREMIUM		
ANNUAL PREMIUM	INCLUDED IN PACKAGE PREMIUM	INCLUDED IN PACKAGE PREMIUM

✓ Per Expiring

Change from Expiring

NOT CURRENTLY PURCHASED

	POLLUTION AND REMEDIATION LEGAL LIABILITY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
CARRIER	INDIAN HARBOR INSURANCE CO.	INDIAN HARBOR INSURANCE CO.
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE FORM	CLAIMS MADE	CLAIMS MADE
RETROACTIVE DATE	10/01/1998	10/01/1998
SELF-INSURED RETENTION	\$25,000	\$25,000
LIMITS		
LIMIT OF LIABILITY EACH POLLUTION CONDITION	\$1,000,000	✓
TOTAL LIMIT OF LIABILITY ANNUAL AGGREGATE	\$2,000,000	✓
EMERGENCY REMEDIATION EXPENSE	\$250,000	✓
EMERGENCY REMEDIATION EXPENSE AGGREGATE	\$1,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
CONTINGENT TRANSPORTATION COVERAGE	INCLUDED	✓
LEGAL DEFENSE EXPENSE	INCLUDED	✓
ON PREMISES & OFF PREMISES REMEDIATION LEGAL LIABILITY	INCLUDED	✓
POLLUTION LEGAL LIABILITY	INCLUDED	✓
STORAGE TANKS	INCLUDED	✓

✓ Per Expiring
Change from Expiring

NOT CURRENTLY PURCHASED

	AIRPORT OWNERS AND OPERATORS LIABILITY	
	EXPIRING 10/01/22 TO 10/01/23	RENEWAL 10/01/23 TO 10/01/24
CARRIER	ACE PROPERTY & CASUALTY INSURANCE COMPANY	ACE PROPERTY & CASUALTY INSURANCE COMPANY
NAMED INSURED	PUBLIC RISK MANAGEMENT OF FLORIDA	PUBLIC RISK MANAGEMENT OF FLORIDA
FAA ID STATE NAME	N/A	N/A
COVERAGE FORM	OCCURRENCE	OCCURRENCE
DEDUCTIBLE	NIL	NIL
LIMITS		
LIMIT OF LIABILITY	\$2,000,000	✓
▪ EXTENDED COVERAGE-WAR, HI-JACKING & OTHER PERILS ANNUAL AGGREGATE	\$2,000,000	✓
▪ FIRE DAMAGE LIMIT ANY ONE FIRE	\$100,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE OCCURRENCE	\$1,000,000	✓
▪ HANGARKEEPERS NOT "IN FLIGHT" LIMIT ANY ONE AIRCRAFT	\$1,000,000	✓
▪ MALPRACTICE ANNUAL AGGREGATE	\$2,000,000	✓
▪ MEDICAL EXPENSE LIMIT ANY ONE PERSON	\$1,000	✓
▪ NON-OWNED AIRCRAFT LIABILITY	\$2,000,000	✓
▪ PERSONAL INJURY AND ADVERTISING INJURY ANNUAL AGGREGATE	\$2,000,000	✓
▪ PRODUCTS-COMPLETED OPERATIONS ANNUAL AGGREGATE	\$2,000,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
60 DAYS NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN COVERAGE BY INSURER, BUT 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM	✓	✓

VALUES BASED ON 2023-2024 PRM RENEWAL APPLICATION

EXPOSURE	2022-2023	2023-2024	% CHANGE
PROPERTY TIV	\$62,336,263	\$62,339,571	0%
NUMBER OF AUTOMOBILES	105	104	0%
NUMBER OF EMPLOYEE	262	262	0%
PAYROLL	\$14,694,599	\$15,282,383	4%

After careful consideration of reference proposal dated June 29, 2023,
we accept your insurance program per indicated with and "X" below:

		2022/2023	2023/2024	% Change
<input type="checkbox"/>	PRM PROPERTY AND CRIME	\$247,867	\$322,244	30.00%
<input type="checkbox"/>	PRM BOILER & MACHINERY	\$3,919	\$4,703	20.00%
<input type="checkbox"/>	PRM GL/AL/E&O/LEL & EXCESS LIABILITY	\$206,618	\$225,627	9.20%
<input type="checkbox"/>	PRM WORKERS' COMPENSATION	\$374,164	\$400,804	7.12%
	PRM Member Credit	(\$12,488)	(\$14,300)	
	PREMIUM TOTAL:	\$820,080	\$939,078	14.51%
	Agent's Fee	\$10,000	\$10,000	
	GRAND TOTAL	\$830,080	\$949,078	
<input type="checkbox"/>	Cyber Liability	Included	Included	

PAYMENT PLAN: PRM ALLOWS THEIR MEMBERS TO PAY THEIR TOTAL COSTS IN FOUR (4) QUARTERLY INSTALLMENTS. THE FIRST INSTALLMENT IS DUE AT INCEPTION AND IS EQUAL TO 25% OF ALL COSTS. THE REMAINING COSTS WILL BE PAID OVER THE NEXT THREE (3) QUARTERS.

THIS WARRANTS THAT YOU HAVE NO KNOWLEDGE OF ANY CLAIM, OR INCIDENT THAT MAY RESULT IN A CLAIM, THAT HAS NOT BEEN REPORTED TO THE INSURANCE CARRIER.

IT IS UNDERSTOOD AND AGREED THAT REFERENCED PROPOSAL PROVIDES ONLY A SUMMARY OF THE INSURANCE PROGRAM OPTIONS OFFERED. THE ACTUAL POLICIES WILL CONTAIN THE COMPLETE TERMS, CONDITIONS, DEDUCTIBLES, EXCLUSIONS, ETCETERA. PLEASE REVIEW POLICY LANGUAGE FOR A FULL UNDERSTANDING OF PURCHASED PROGRAM.

Member Signature

Date

Print Member Name

***SIGNED BINDING AUTHORITY TO BE RETURNED BY 07/31/2023**

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD.

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To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
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Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com