



Town of Highland Beach

Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public.

The following information is guidance for preregistration for Zoom or telephone participation, and for viewing and providing public comments at the meeting:

ZOOM PARTICIPATION:

Online or Telephone Access – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.**).
- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <https://support.zoom.us/hc/en-us>.

Viewing Only - To view the meeting, preregistration is not required. The public can view the meeting on the following:

- Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw>.

PROVIDING PUBLIC COMMENT:

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

- To submit public comments, click on the link <https://mmportal6.teamunicode.com/> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to publiccomments@highlandbeach.us.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.

- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, March 07, 2023 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

**Douglas Hillman
Natasha Moore
Evalyn David
John Shoemaker
David Stern**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**Marshall Labadie
Lanelda Gaskins
Glen J. Torcivia**

**Town Manager
Town Clerk
Town Attorney**

-
- 1. CALL TO ORDER**
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. APPROVAL OF THE AGENDA**
 - 5. PRESENTATIONS / PROCLAMATIONS**

- A. 2023 Region VI Best Tasking Drinking Water Contest Winner Award
- B. Palm Beach County Commission on Ethics Presentation by Rhonda Giger, General Counsel
- C. Resolution No. 2023-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

6. PUBLIC COMMENTS

Public Comments will be limited to five (5) minutes per speaker.

7. ANNOUNCEMENTS**Board Vacancies**

Board of Adjustment and Appeals

Two (2) vacancies, all for three-year terms

One (1) vacancy for an unexpired term ending September 21, 2024

Natural Resources Preservation
Advisory Board

Three (3) vacancies for unexpired terms ending April 30, 2024

Meetings and Events

March 09, 2023 - 9:30 A.M.

Planning Board Regular Meeting

March 13, 2023 6:00 P.M.

FDOT Public Meeting

March 14, 2023 7:00 A.M. – 7:00 P.M

Highland Beach General Election

March 15, 2023 - 1:00 P.M.

Code Enforcement Board Regular Meeting

March 21, 2023 - 1:30 PM

Town Commission Special Meeting

Board Action Report

None.

8. ORDINANCES

A. None.

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually and which are voted on as a group).

A. None.

10. UNFINISHED BUSINESS

- [A.](#) Fire Rescue Implementation Update
- B. Florida Department of Transportation (FDOT) RRR Project Update
- [C.](#) Discussion on Zoning District Density Review Initiative.

11. NEW BUSINESS

- [A.](#) Approve and authorize the Public Works Director to repair the pump at Lift Station One in the amount of \$29,420.00 by Xylem Water Solutions USA, Inc.
- [B.](#) Approve and authorize a cooperative purchase for Graybar to supply and install nine (9) new VFDs for the Water Treatment Plant's SCADA system.
- [C.](#) Approve and authorize an emergency procurement to purchase two (2) Hitachi submersible motors from Sun-Star Electric Inc. for the Water Treatment Plant.
- [D.](#) Approve and authorize an emergency procurement for Pantropic Power to replace the main generator's radiator and repair the fuel tank.
- [E.](#) Update on the Canvassing Board
- [F.](#) Approval of Meeting Minutes

February 21, 2023 - Commission Meeting Minutes

12. PUBLIC COMMENTS

Public Comments will be limited to three (3) minutes per speaker.

13. TOWN COMMISSION COMMENTS

Commissioner David Stern

Commissioner Evalyn David

Commissioner John Shoemaker

Vice Mayor Natasha Moore

Mayor Douglas Hillman

14. TOWN ATTORNEY'S REPORT

15. TOWN MANAGER'S REPORT

1. City of Delray Beach Update
2. Discussion of Groundbreaking Event

16. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance

File Attachments for Item:

C. Resolution No. 2023-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting

MEETING DATE March 07, 2023

SUBMITTED BY: Ganelle Thompson, Administrative Support Specialist

SUBJECT: Resolution No. 2023-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2023-003 ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

On March 14, 2023, Mr. David Goldberg resigned from the Board, which created one (1) vacancy for an unexpired term ending April 30, 2024.

The Town Clerk's Office received one board application for Town Commission's consideration. Currently, there is one open vacancy for a new applicant to serve as a member of the Board. The applicant's names are as follows:

Appointment

John Verdile (Seagate of Highland Condo)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Town Manager's Office reported a preliminary background check on the applicant to the Town Clerk's Office. The background check result disclosed there were no objectionable findings. Lastly, there is no history found for any code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Chairperson Vetting Memorandum and John Verdile Application
Resolution No. 2023-003

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2023-003 for the applicant to serve an unexpired term ending April 30, 2026.



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Ron Reame

DATE: 2/13/2023

SUBJECT: Initial Vetting of Applicant: John Verdile

=====

On 2/13/2023 (date), I met with John Verdile (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

I interviewed John Verdile and consider him to be a well qualified candidate for the FAB and I recommend him for the positon.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☒ For the Appointment of this Applicant

☐ Against the Appointment of this Applicant



Signature of Board Chairperson

RECEIVED



FEB 10 2023

Town of Highland Beach, Highland Beach, Florida 33487

Town Clerk's Office

Town of Highland Beach

Town Clerk's Office

3614 S. Ocean Boulevard

Phone: (561) 278-4548 Fax: (561) 265-3582

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: John J. Verdile PHONE: (216) 570 - 5042

HOME ADDRESS: 3224 S Ocean Blvd APT. NO. 612B

SUBDIVISION: Seagate of Highland EMAIL ADDRESS: John@XpenseSolutions.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

4 ☐ Board of Adjustment & Appeals

1 ☐ Financial Advisory Board

2 ☐ Planning Board

5 ☐ Code Enforcement Board

3 ☐ Natural Resources Preservation Board

7 ☐ Town Commission *****(If vacancy)**

6 ☐ Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes ☐ No ☒

Are you currently serving on a Town Board? Yes ☐ No ☒

Have you ever served on a Town Board/Committee? Yes ☐ No ☒

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes ☒ No ☐

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

As an International Energy Consultant, I am well versed in financial management, contract

negotiations and regulatory policy. I have been running my own company since 2005 and negotiate all insurance including medical, E&O and GL.

I am a graduate of Baldwin-Wallace University with a BA Business Administration.

Please summarize your volunteer experience(s):

Board of Directors The Cleveland Engineering Society 1997 - 2007,

The Visiting Committee, Fenn College of Engineering at Cleveland State University 2003 - 2005,

Member - Greater Cleveland Partnership, American Society for Health Care Engineering

~~Member - Greater Akron Chamber, Norther Ohio Society for Healthcare Engineering~~

I have worked on numerus election campaigns over the past 40 years

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

2-10-2023
Date

☒ Resume Attached



RESOLUTION NO. 2023-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE FINANCIAL ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 4, Sec. 2-155 of the Town's Code of Ordinances establishes the Financial Advisory Board and governs the membership, qualification, function, and rules of the Financial Advisory Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Financial Advisory Board; and

WHEREAS, on March 14, 2023, one (1) board member resigned, thereby opening one (1) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received one (1) application for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the Vice Chairperson of the Financial Advisory Board interviewed the applicant and recommends that the Town Commission appoint one applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Financial Advisory Board have submitted a board application for the Town Commission's consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:**

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Financial Advisory Board for an unexpired term ending April 30, 2024, as follows:

Board Member

John Verdile

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this
7th day of **March 2023.**

Douglas Hillman, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia
Town Attorney

VOTES:

Mayor Douglas Hillman

Vice Mayor Natasha Moore

Commissioner David Stern

Commissioner Evalyn David

Commissioner John Shoemaker

YES NO

File Attachments for Item:

A. Fire Rescue Implementation Update



Highland Beach Parking Map

- ▶ Driving Direction
- Layer2
- Parking Designation
- Construction Zone
- Employee Parking
- Fire Station Parking

- Police Parking
- Visitor Parking
- Loading Zone
- Layer

- Layer3
- Handicap
- Entrance
- Exit

0 25 50 100 Feet



Print Date: 03/07/23

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Item 10.A. - Fire Rescue Implementation Update

Effective 3/31/2023

File Attachments for Item:

C. Discussion on Zoning District Density Review Initiative.



TOWN OF HIGHLAND BEACH MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE: March 7, 2023

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Discussion on “zoning district density review” initiative

SUMMARY:

At the October 18, 2022 Town Commission meeting, the Commission considered an introduction to a zoning district density review initiative (see attached Commission memorandum). Note that the attached October 18, 2022 Commission memorandum provides an introductory review and analysis of this initiative. The consensus from the Commission was to have the Planning Board consider what approaches to take in processing and analyzing this initiative. Discussion among the Commission included the following:

- Need sufficient residential input.
- Retain current character of Town.
- Don't lose value of property (i.e., if a property currently has 3 units, the property owner should be able to rebuild those 3 units).
- Consider the Town not as a “whole” but as zones, districts or neighborhoods (i.e., the needs of Russell Drive may be different from those of Bel Air Drive).
- Consider there is currently no incentive to replace existing structures.
- Consider “lot coverage” requirement for Single-family zoning districts.
- Emphasize that the process for the Planning Board's consideration of this initiative not be rushed.

In addition, the Commission discussed defining density. Both the Town Zoning Map and Future Land Use Map provide density thresholds which are provided below. The Town's zoning districts that are provided in the Zoning Map are described in Section 30-62 of the Town Code of Ordinances (“Town Code”) as follows:

(a) *Residential Single-Family Estate Zoning District (RE)*—*Purpose*. It is the purpose of this district to provide for areas of the town that shall be exclusively used for single-family homes.

(b) *Residential Single-Family Zoning District (RS)—Purpose.* It is the purpose of this district to provide for areas of the town that shall be exclusively used for single-family homes.

(c) *Residential Multiple-Family Low-Density Zoning District (RML)—Purpose.* It is the purpose of this residential zoning district to encourage alternative housing styles, such as townhouses and patio house, at low densities and to allow compatible special exception uses.

(d) *Residential Multiple-Family Medium-Density Zoning District (RMM)—Purpose.* It is the purpose of this residential district to promote the development of multiple-family structures to medium densities and to allow compatible special exception uses.

(e) *Residential Multiple-Family High-Density Zoning District (RMH)—Purpose.* It is the purpose of this residential district to promote the development of multiple-family structures at high densities and to allow compatible special exception uses.

(f) *Government Service Zoning District (GSD)—Purpose.* It is the purpose of this zoning district to provide for public service areas and to protect the special nature of public services and activities.

Zoning District densities
(As provided in Section 30-64 of the Town Code)

ZONING DISTRICT	Residential Estate (RE)	Residential Single-Family (RS)	Multiple-Family Low Density (RML)	Multiple-Family Medium Density (RMM)	Multiple-Family High Density (RMH)	Government Service District (GSD)
Maximum Density	1.45 units/acre	4.35 units/acre	6.0 units/acre	12 units/acre	16 units/acre	N/A

Future Land Use Map densities
(As provided in the Future Land Use Element of the Comprehensive Plan)

Residential Land Use Classification	Density Standard
Single Family	Up to 4 dwelling units per acre
Multiple Family (Low)	Up to 6 dwelling units per acre
Multiple Family (Medium)	6.1-12 dwelling units per acre
Multiple Family (High)	12.1-16 dwelling units per acre

Planning Board Discussion:

At the February 9, 2023 Planning Board meeting, the Board discussed the item and was provided the above-referenced information. The Board was also advised that given Commission's direction to not rush the process, the item would be a continuing item of discussion on the Board's meeting agendas during an approximate 8-12 month timeframe.

As a first step in analyzing the density issue, staff suggested to the Board to consider, at minimum, the following:

-Are the current densities found along Russell Drive, Bel Aire Drive and Highland Beach Drive suitable or not for the short-term and long-term?

-Are the current high-rise densities found along State Road A1A suitable or not for the short-term and long-term?

After some discussion, the Board's consensus was to have public input on the initiative. The Board made a motion to conduct two (2) Planning Board meetings with a public hearing component to discuss possible revisions to the Code, including but not limited to, changes in zoning district density and changing grandfathered nonconforming uses. The Planning Board meetings will be held at the regularly scheduled April 13th Planning Board and a special Planning Board evening meeting to be determined in March 2023. Staff to prepare a notice inviting the public as soon as the March evening meeting is scheduled (motion carried 7-0).

Upon discussion with the Town Manager after the Planning Board meeting, staff suggested that this initiative follow the public input format of the proposed Accessory Marine Facilities and seawall amendment concepts whereby actual proposed "amendment concepts" are drafted prior to public input meetings. Subsequently, such amendment concepts would be presented at advertised public input meetings.

At the February 21, 2023 Town Commission Meeting, the Town Manager provided an update to the Commission on this initiative including having digestible concepts for the public to consider verses a big picture of "zoning density." The Commission's consensus was to have the item come back to them so that they can provide further guidance on goals and approach including possible Commission sponsorship of the initiative.

ATTACHMENTS

October 18, 2022 Town Commission Memorandum – Introduction to Zoning District density review.

October 18, 2022 Town Commission Minutes.

Town Zoning Map

Town Future Land Use Map

RECOMMENDATION

At the discretion of the Town Commission.



TOWN OF HIGHLAND BEACH MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE: October 18, 2022

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Introduction of “zoning district density review”

SUMMARY:

At the October 4, 2022 Town Commission Meeting, under Commission Comments, the issue of zoning district density was discussed. Recognizing the complexity of the topic, the Commission desires to first establish a framework to approach the issue. Initial suggestions for such framework included the following:

- Planning Board initiates review of issue.
- Planning Board forms a committee with residents.

Given the Commission will formally initiate their discussion on such framework at the October 18, 2022 Commission meeting, staff has completed an introductory review of the issue which is provided below.

The Town’s 2022 Strategic Priorities Plan includes a “zoning district density review” as part of its planned priorities. This initiative was a result of a public comment, made at the March 1, 2022 Town Commission meeting, by Matthew Scott of Dunay, Miskel & Backman, LLP regarding the redevelopment of an existing three (3) unit townhouse property located at 1023 Russell Drive. As provided in the table below, the current zoning district and future land use designation for the property allows for (1) dwelling unit to be developed rather than three (3) dwelling units. Note that the RML zoning district permits single-family detached and attached dwellings subject to site plan approval as well as single-family zero lot line dwellings subject to special exception approval.

Property	Zoning District/ maximum density	Future Land Use/ maximum density	Density calculation (lot size/43,560 X density)
1023 Russell Drive	Residential Multiple Family Low Density (RML)/6 units per acre	Multi Family Low Density/6 units per acre	1.37 units (based on 10,000 sq. ft. lot)

This scenario, whereby redevelopment of a nonconforming structure would reduce the number of units currently existing on a parcel of land, is not unique to this property. While staff has not conducted a Town-wide density assessment of each property, this scenario is replicated in other townhouses and other multifamily dwellings (at various densities) Townwide.

Pursuant to Section 30-105(a) of the Town Code, *if a lawful structure exists that could not be built in the zoning district within which it is located by reason of changes or restrictions to minimum lot area, maximum lot coverage, building height, required yards and setbacks, location on the lot or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the provisions listed below:*

(1) *Enlargement or alternation. The nonconforming structure shall not be enlarged or altered in a way which increases or extends its nonconformity, but any structure or portions thereof may be altered to decrease its nonconformity.*

(2) *Damage or destruction. Should such nonconforming structure or nonconforming portion of a structure be destroyed or damaged by any means to an extent of more than fifty (50) percent of the assessed value of the structure at the time of destruction, or damage, it shall not be reconstructed except in conformity with the provisions of this article.*

Section 30-105(c) of the Town Code provides an exception to number (2) above as follows:

*If a residential structure, or approved accessory structures, is **destroyed or damaged by a catastrophic event including hurricane or tropical storm, fire, flood, explosion, collapse, wind, war, or other event**, the structure may be reconstructed or repaired without regard to the extent of destruction or damage. The **reconstruction or repair shall not increase the height of the building, number of dwelling units, or total number of square feet** unless the comprehensive plan and the applicable zoning district regulations applicable at such time permit a greater number of dwelling units.*

The table below provides how other municipalities in Palm Beach County address such redevelopment of nonconforming structures.

Municipality	Current Code regulation
Ocean Ridge	Grandfathered structures which includes residential-type units, may be permitted to seek the demolition and redevelopment of the grandfathered structure and, in doing so, exceed the allowable density in the multifamily-zoned areas of the town, but in such circumstances must reduce the number of units which were grandfathered by at least 50 percent (fractional units to be rounded up).
Boca Raton	If any residential building located in a residential district is damaged by catastrophe, the building may be repaired or reconstructed and used to house no greater than the number of dwelling units and no greater square footage or total living area in existence in the building prior to the damage , regardless of the extent of the damage.
Lantana	Should a nonconforming structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this chapter; except in cases of fire or act of God, in which case the structure may be replaced as it was originally constructed.

Municipality	Current Code regulation
Manalapan	Any nonconforming building and/or structure which has less than 50 percent of its previous existing floor area made unsafe or unusable by lack of normal maintenance or by ordinary deterioration may be restored or reconstructed as before , provided that the floor area of such building and/or structure shall not exceed the floor area which existed prior to such damage. All repairs shall be completed within one year after damages occur or such building and/or structure shall not be rebuilt unless rebuilt as a conforming building and/or structure.
Lake Worth Beach	In the event of a natural disaster, explosion, fire, act of God or the public enemy , the development review officer may permit the reconstruction of any nonconforming legally permitted structure to the same or decreased nonconformity as existed immediately prior to the disaster , upon proof satisfactory to the development review officer of the configuration of the prior structure, and only in compliance with the FBC. An application for reconstruction of the structure shall be filed within 12 months of the event of its destruction, unless the city commission authorizes extending the 12-month time period city-wide.

Given the current maximum density regulations of the Town Code, redevelopment of multiple family housing in accordance with current Florida Building Code (FBC) and floodplain management regulations will result in fewer units (in most cases) than originally existed (as noted above, a Town-wide assessment has not been completed). It is worth noting that redevelopment in accordance with current FBC and floodplain management regulations may increase a new structure's resiliency from destruction or damage from a future catastrophic event. The Multi-jurisdictional Climate Change Vulnerability Assessment completed by the Coastal Resilience Partnership, states that the Town has a high vulnerability to storm surge and that residential properties have some vulnerability to current tidal flooding but this could increase significantly in future years.

Typically, for a property to increase its density, a rezoning of the property to a zoning district that allows more density is required. In addition, a change to a property's future land use map designation to one that allows more density would also be required. Any increase in density requires compatibility with adjacent properties as well as an analysis of public facilities and services, traffic, public education, fire and police services, natural resources, hurricane evacuation, etc. That said, Section 30-43(d)(4)e. of the Town Code states the following:

A change in the zoning classification of land shall not be considered which involves less than forty thousand (40,000) square feet of land area and two hundred (200) feet of street frontage. This limitation shall not apply to a request to extend the boundary of an existing zoning district, or unless otherwise provided for herein.

Many RML-zoned properties along Russell Drive, Bel Air Drive, Highland Beach Drive and South Ocean Boulevard are under 40,000 square feet of land area and therefore based on Section 30-43 cannot rezone. Therefore, some options the Town Commission may consider are as follows:

- Consider an option similar to Ocean Ridge whereby nonconforming structures can be redeveloped; however, the number of units must be reduced by at least 50%. In addition, add a density calculation methodology into the Code of Ordinances whereby if the density calculation results in a fraction that is 0.50 or greater, the number is

rounded up (e.g. 1.5 equals 2 units). Fractions lower than 0.50 are rounded down (e.g. 1.4 equals 1 unit).

- Change maximum density requirements for nonconforming structures in both the Town Code and Comprehensive Plan. This may be specific to the RML zoning district or include other zoning districts.
- “No action” whereby the redevelopment of nonconforming structures shall comply with the current property development regulations as provided in the Town Code.

ATTACHMENTS

Maps: RML zoned properties along the westside of State Road A1A, Russell Dr., Bel Air Dr. and Highland Beach Drive (*Note these maps represent a sample of existing low density structures in the RML zoning district*).

Letter from Matthew Scott (provided to Town Commission on March 1, 2022).

RECOMMENDATION

At the discretion of the Town Commission.

RML zoning - No. of units/year built



8/30/2022, 2:46:34 PM

Zoning

RML Residential Multiple Family Low Density

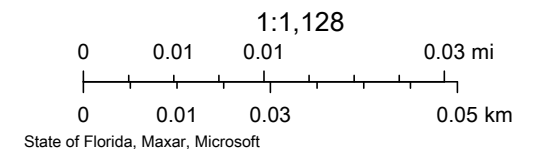
Highland Beach Boundary

Highland Beach Address Points

Highland Beach Parcels

Streets Centerline

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RML zoning - No. of units/year built



8/30/2022, 3:10:28 PM

Zoning

RML Residential Multiple Family Low Density

RS Residential Single Family

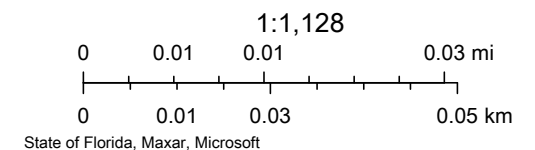
Highland Beach Boundary

Highland Beach Address Points

Highland Beach Parcels

Streets Centerline

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Town of Highland Beach
State of Florida, Maxar, Microsoft |

RML zoning - No. of units/year built



8/30/2022, 3:34:27 PM

Zoning

RML Residential Multiple Family Low Density

RS Residential Single Family

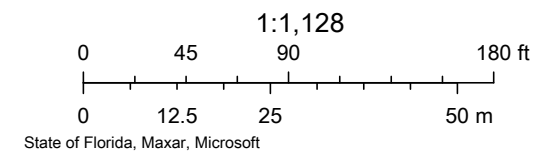
Highland Beach Boundary

Highland Beach Address Points

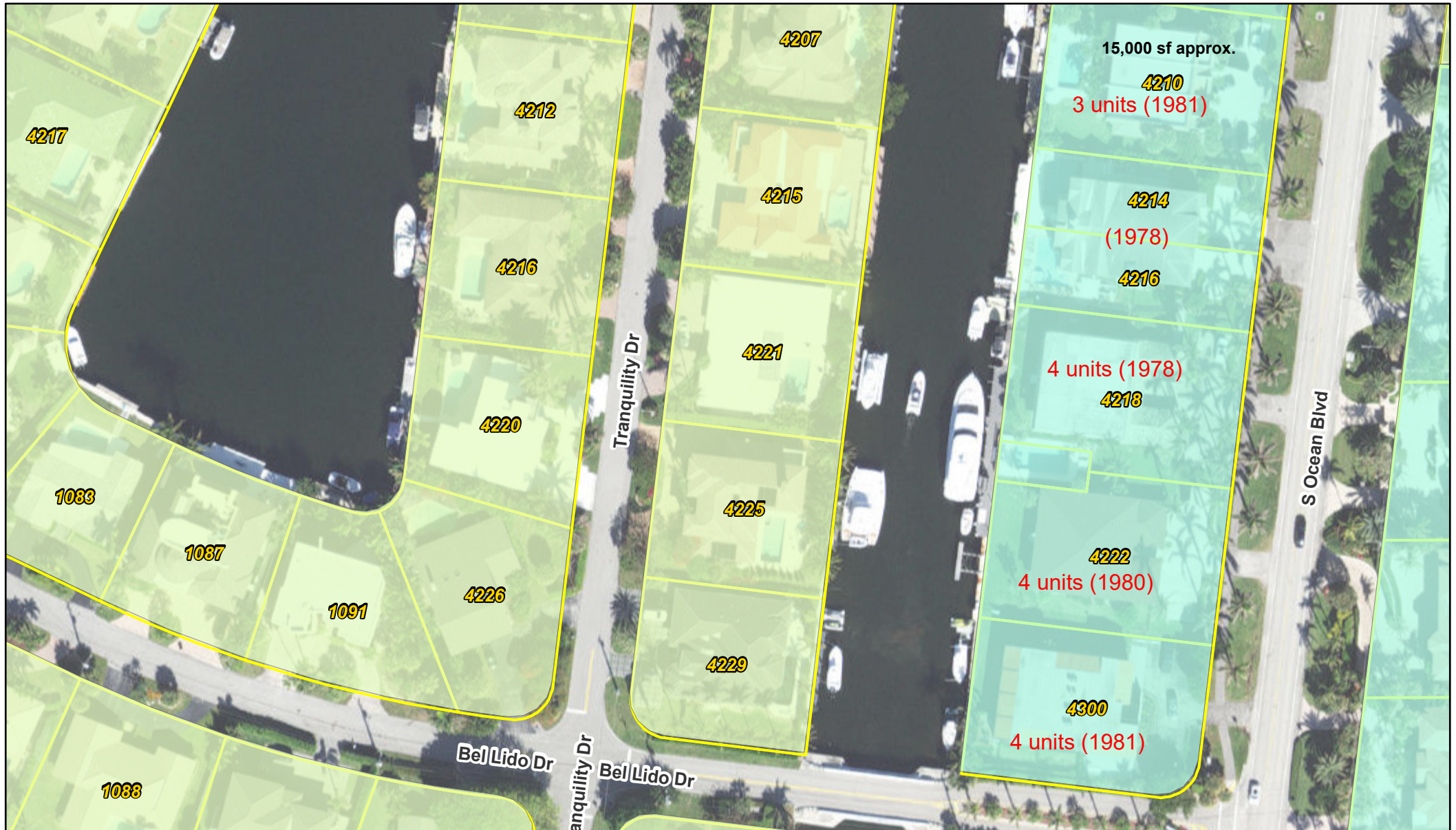
Highland Beach Parcels

Streets Centerline

Page 29



RML zoning - No. of units/year built



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Zoning

RML Residential Multiple Family Low Density

RS Residential Single Family

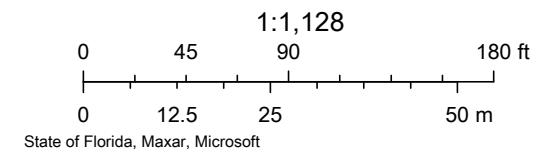
Highland Beach Boundary

Highland Beach Address Points

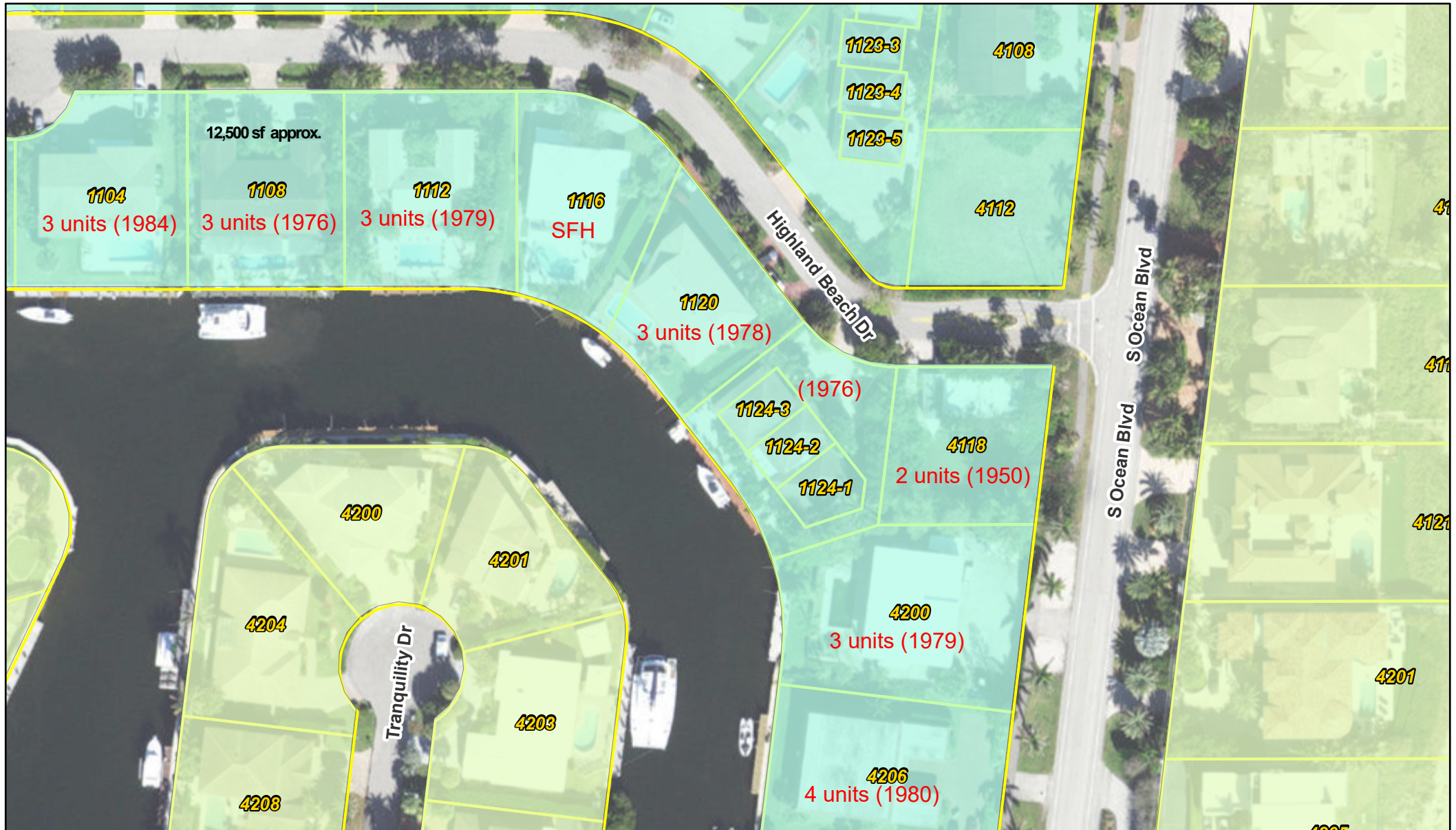
Highland Beach Parcels

Streets Centerline

Page 30



RML zoning - No. of units/year built



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Zoning

RML Residential Multiple Family Low Density

RS Residential Single Family

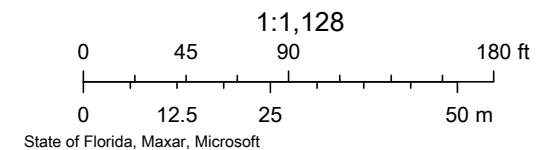
Highland Beach Boundary

• Highland Beach Address Points

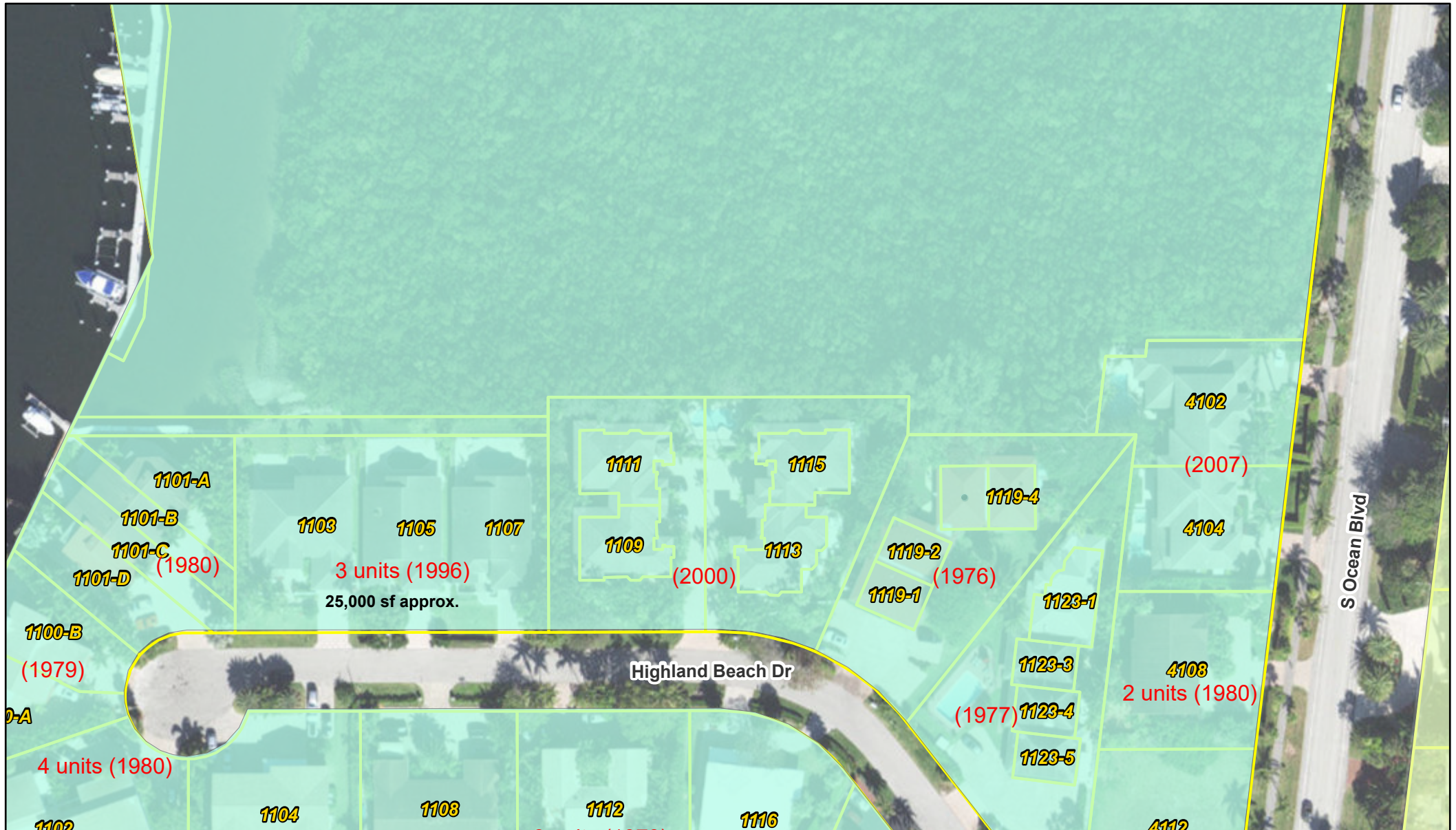
Highland Beach Parcels

Streets Centerline

Page 31



RML zoning - No. of units/year built



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Zoning

RML Residential Multiple Family Low Density

RS Residential Single Family

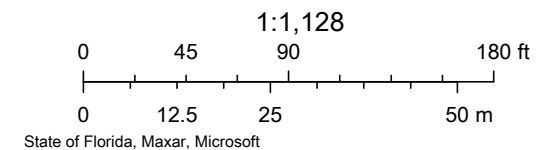
Highland Beach Boundary

Highland Beach Address Points

Highland Beach Parcels

Streets Centerline

Page 32





Memorandum Regarding Redevelopment Issue in Town of Highland Beach

Statement of the Issue

The Town of Highland Beach Zoning Code inadvertently has downzoned properties in the Multiple-Family Zoning Districts such that they cannot be redeveloped without losing currently existing density, thereby disincentivizing modernization and flood proofing of aging structures in these areas.

Executive Summary

The Town is a highly desirable place to live with its strong residential focus and location on the barrier island in south Palm Beach County. The Town's Zoning Code, as it should, seeks to preserve the Town's character with regulations aimed at discouraging large commercial and high-density residential development. However, the Code's density regulations unintentionally have created a situation where properties in Multiple-Family Zoning Districts cannot be redeveloped without reducing the number of units currently existing on the properties.

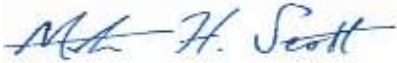
For example, condominium buildings along Ocean Boulevard and townhomes on Russell Drive, Bel Air Drive, and Highland Beach Drive could not be rebuilt without reducing the number of units permitted on the properties. 1023 Russell Drive demonstrates the problem. It is currently improved with 3 townhomes, which were built around 50 years ago. The townhomes, which could benefit from rehabilitation, are below current FEMA elevation requirements and at risk of flooding during a storm event. However, raising the elevation of the structure would require tearing it down. If the structure was demolished, the Town's Code would dictate only 1 residence could be built on site where 3 currently exist. In effect, the Town's Code discourages redevelopment of properties at a time when most southeast Florida municipalities are actively promoting climate change resiliency efforts.

This issue does not appear to be intentional. Russell Drive, Bel Air Drive, and Highland Beach Drive are all zoned "RML," Residential Multiple-Family Low Density. The Code states, "It is the purpose of this residential zoning district to encourage alternative housing styles, such as townhouses and patio house(s)" Most, if not all, of the properties on these streets could not be developed today with townhomes due to the Code's density regulations, and the problem is more extreme in the RMM and RMH districts.

Potential Solutions

The Town does not want to encourage an increase in density in these areas. Rather, the Town should amend the Code to create a path for property owners to modernize their properties without losing existing density. One simple solution would be to amend Article VI of the Code, relative to Nonconformities, to allow for maintenance of existing density on sites which are being reconstructed to raise the elevation of the structures for flood proofing purposes, provided the new construction meets all other Code requirements. Another option is amending the Comprehensive Plan and Code to marginally increase the allowed density in these areas so the properties can keep their existing density. However, this latter option is more complicated, expensive, and time

consuming. There are a variety of ways to solve this problem. The undersigned attorney has been retained by Ellemar Luxury Construction, which is actively looking to redevelop 1023 Russell Drive and potentially other properties in the Town. In the event the Commission is amenable to pursuing solutions to the issue, Ellemar through undersigned counsel would be happy to spearhead this effort in collaboration with Town Staff.

A handwritten signature in blue ink that reads "Matthew H. Scott". The signature is fluid and cursive, with the first name "Matthew" and last name "Scott" being clearly legible.

Dated: March 1, 2022

Matthew H. Scott, Esq.
Dunay, Miskel & Backman, LLP



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Date: October 18, 2022
Time: 1:30 PM

1. CALL TO ORDER

Mayor Hillman called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner John Shoemaker
Commissioner Evalyn David
Commissioner Peggy Gossett-Seidman
Vice Mayor Natasha Moore (arrived at 1:31 P.M.)
Mayor Douglas Hillman
Town Attorney Glen Torcivia
Town Manager Marshall Labadie
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

MOTION: David/Gossett-Seidman - Moved to approve the agenda as presented, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2022-025

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Board of Adjustments and Appeals; and providing for an effective date.

Mayor Hillman read the title of Resolution No. 2022-025.

The Town Commission interviewed Mr. Fred Rosen, followed by a motion to reappoint Mr. Rosen to serve as a member of the Board of Adjustment and Appeals Board for a three-year term ending October 18, 2026.

MOTION: David/Gossett-Seidman - Moved to approve Resolution No. 2022-025, which passed unanimously 5 to 0.

B. Lightening Protection Presentation by Cole Newman and Mike Dillion

Mayor Hillman read the title of Item 5.B.

Mr. Mike Dillion, Lightning Safety Alliance Corporation, provided a comprehensive PowerPoint presentation highlighting elements of the lightning protection systems.

Mayor Hillman opened the item for public comments:

Mr. David Newman asked if the Town maintained records related to lightning strikes on condominiums or residential properties. He was informed that the Town does not possess such documents.

Ms. Judith Goldberg inquired about grants or tax credits for lightning prevention. She was informed that there were none.

6. PUBLIC COMMENTS

Mr. Paul Resnick from Braemar Isle commented about the Town and the City of Delray Beach's fire code related to the use of grills or electrical appliances on condominium balconies.

Mr. David Newman spoke about the negative impact of using gas leaf blowers.

Mr. Fred Rosen talked about research he had completed on gas leaf blowers.

7. ANNOUNCEMENTS

Mayor Hillman read the following announcement:

Board Vacancies

Board of Adjustment and Appeals - One vacancy for a three-year term

Meetings and Events

October 27, 2022 - 11:30 A.M. Financial Advisory Board Regular Meeting

October 27, 2022 - 5:00 - 7:00 P.M. Food Truck Event

November 01, 2022 - 1:30 P.M. Town Commission Meeting

November 02, 2022 - 9:30 A.M. Natural Resources Preservation Advisory Board
Regular Meeting

November 09, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

November 10, 2022 - 9:30 A.M. Planning Board Regular Meeting

Board Action Report

None.

8. ORDINANCES

A. None.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

1. Discussion on Fire Station Construction

Town Manager Labadie presented PowerPoint slides displaying renderings of the new fire station building. Afterward, there were conversations about additional parking, the flow of traffic, and the demand for construction materials and labor costs. Town Manager Labadie advised that the next steps are to dress up the renderings for public display at the October 27, 2022, Food Truck event. In addition, he hopes to have more detailed renderings for the next Town Commission meeting.

Mayor Hillman asked Town Manager Labadie to share the timeline for the Town Commission to decide on the fire rescue building plans. Town Manager Labadie mentioned that the drop-dead date is Thanksgiving.

Fire Chief Glenn Joseph provided background information about acquiring fire rescue vehicles. He is currently looking at a preowned 2017 fire rescue vehicle.

11. NEW BUSINESS

A. Introduction of the proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards.

Mayor Hillman read the title of Item 11.A.

Town Manager Labadie introduced this item. Town Planner Ingrid Allen described the proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards. After that, Building Official Jeff Remas commented on the complaints that Town staff received during turtle season and the continuous enforcement by staff.

The Town Commission suggested that Town staff include additional language to Section 4-8(c)(4) - Lighting restrictions for the protection of sea turtles regarding wavelength colors definition. Besides, it was the consensus of the Town Commission to refer the proposed amendment to the Natural Resources Preservation Advisory Board for review.

MOTION: David/Gossett-Seidman - Moved to send the turtle lighting statute to the Natural Resources Preservation Advisory Board and invite the Turtle Permit Holder, a Gumbo Limbo representative, and the Florida Fish and Wildlife Conservation Commission to the meeting. The motion passed unanimously 5 to 0.

B. Introduction of Zoning District density review.

Town Planner Allen presented the zoning district density review. The Town Commission discussed the complexity of the zoning district density and suggested that public participation and, input from the Planning Board was necessary.

Additionally, the Town Commission referred this matter to the Planning Board. The Planning Board must look at the density by category and district, modify the code and take a long, careful look at the issue, the history of changes to the code, and the footprint.

Mayor Hillman suggested a joint meeting with the Planning Board after their review of the zoning district density.

Mayor Hillman opened this item for public comments:

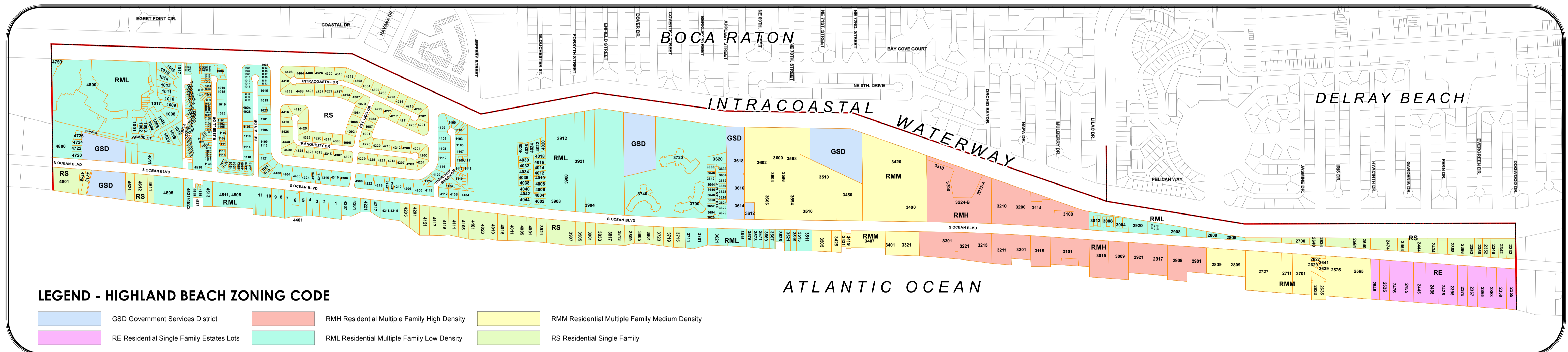
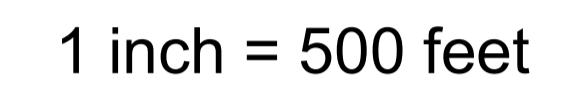
Mr. David Gunther from Boca Raton commented on Residential Multiple-Family Low-Density Zoning District (RML) and the comprehensive plan.

Mr. Matthew Scott spoke about the use of zoning codes in various municipalities.

C. Consideration of a Right of Way Permit for AT&T to work along State Road A1A.

Mayor Hillman read the title of Item 11.C.

Town Manager Labadie presented this item. He encouraged the resident to be careful because subcontractors are performing the work on behalf of AT&T.



THIS IS TO CERTIFY THAT THIS IS THE OFFICIAL ZONING MAP OF THE TOWN OF HIGHLAND BEACH AS ADOPTED BY ORDINANCE NO. 594, AND IS AN AMENDMENT OF THE OFFICIAL ZONING MAP REFERRED IN SECTION ONE OF ORDINANCE NO. 503 OF THE TOWN OF HIGHLAND BEACH, FLORIDA.

TOWN COMMISSION

BERNARD FEATHERMAN, Mayor

WILLIAM WEITZ, PhD, Vice Mayor

LOUIS P. STERN, Comm.

CARL FELDMAN, Comm.

RHODA ZELNIKER, Comm.

PLANNING BOARD

CAROL STERN, Chair

 ILYNE MENDELSON, Vice Chair

RONALD CLARK

STEPHEN GOLDING

HARVEY MART

CHARLES SHANE

WILLIAM SVENSTRUP

ATTESTATION

VALERIE OAKES, Town Clerk








ADOPTED

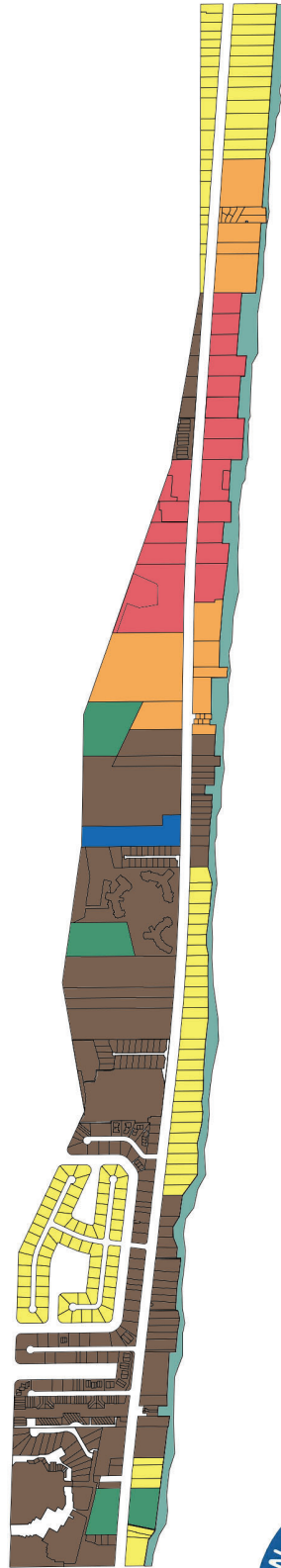
ORDINANCE NO--

Future Land Use Map

Year 2030

Legend

-  Government
-  Multi Family High Density
-  Multi Family Low Density
-  Multi Family Medium Density
-  Recreational Open Space
-  Single Family
-  Conservation



File Attachments for Item:

A. Approve and authorize the Public Works Director to repair the pump at Lift Station One in the amount of \$29,420.00 by Xylem Water Solutions USA, Inc.



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2023-WEP-0001

Date: 1/6/2023

Page 1 of 5

Tag #: 23280

JobName:

Customer Information

Company Name: TOWN OF HIGHLAND BEACH

Contact: Pat

Address

Telephone:

3614 S OCEAN BLVD

Telephone:

Fax:

HIGHLAND FL33487

Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 3301.180-0898

Serial Number: 3301.180-0980070

Page 42

del: 3301

eller Code: 466

HP: 85

Volts: 460

Phases: 3

Inspection Information

Inspected By: Richard Bogert

Motor Data:

Wire Configuration: U1: V1: W1:

Megger to ground: R infinity B infinity W infinity

Resistance through cable: RB .3 RW .3 BW .3

Stator Condition: Good

Shaft Condition: Good

Oil Condition: Good

Inspection Plugs:

Sensors:

☒ FLS

☐ CLS

☒ KLIX

☐ Bearing

☒ Cable

Hydraulic: Impeller/Propeller Condition: Unusable

Cable Condition: Poor

Volute Condition: Unusable

Cable Length:



Flygt Products

15132 Park Of Commerce Blvd, Suite 102, Jupiter FL 33478

PH: (561) 848-1200

FX: (561) 848-1299



a xylem brand



Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2023-WEP-0001

Date: 1/6/2023

Page 2 of 5

Tag #: 23280

JobName:

Hydraulic Type: N

Installation

Type: P

Discharge Size: 6"

☐ Control

Wired for 460. FLS unit is not connected.

☐ MFV

Primary Requirement: Other

Repair/Service/Requirements and remarks

Wet end of pump is destroyed. Insert ring came loose from volute and destroyed the impeller.

Volute is damaged. See Pictures.

Power cable has dry rot and cut marks near the cable entry point. Power cable can be swapped around, install the power panel end of cable into the junction chamber and then us the pump end of the cable at the power panel. See pictures of dry rot and cuts.

Drive side of the pump is in good condition, meggs good, ohms out good, spins smooth.

Hooked up to power panel and runs very good. Inspection port is dry.

Recommend repairs to the wet end and swap power cable around.

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Parts, Labor and Other Charges

Pos.	Qty	PartNo	Description	Sell Price	Total Price
1.1	1	720 17 00	SLEEVE UNIT	\$938.00	\$938.00
1.2	1	846 57 00	VOLUTE,HT 6" UVF FV DVB CI	\$12,307.00	\$12,307.00
1.3	1	704 33 30	IMPELLER,N HT CODE 466 HC	\$9,095.00	\$9,095.00
1.4	1	704 60 00	RING,INSERT HC	\$5,465.00	\$5,465.00
1.5	2	667 40 02	STICKER,FLYGT 400X100 BLUE	\$0.00	\$0.00
Total Price					\$27,805.00

Labor and Other Charges:

Pos.	Qty	PartNo	Description	Sell Price	Total Price
1	10	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP	\$140.00	\$1,400.00

Flygt Products

15132 Park Of Commerce Blvd. Suite 102, Jupiter FL 33478

PH: (561) 848-1200

FX: (561) 848-1299





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2023-WEP-0001

Date: 1/6/2023

Page 3 of 5

Tag #: 23280

JobName:

MODELS: 3000,7000,8000			
2	1	14-69 00 21D	TP
			\$110.00
ENVIRONMENTAL FEE			\$110.00
3	1	14-69 00 24B	TP MISC
SHOP SUPPLIES-LARGE PUMPS			\$105.00
SHOP SUPPLIES FOR REPAIR			\$105.00
Total Price			\$1,615.00

Total Price: \$29,420.00

Product Replacement

Product Number: 3301.185-0094

Cost of New Unit: \$79,769.00

Description:

Flygt Model NP-3301.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 466 Impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

A signed Purchase Order or approval below must be received before any repair work can begin.

If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Terms of Payment: Net 45 Days

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for ninety (90) days.

Warranty: Parts used for this repair carry a 12 month warranty.

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.



Flygt Products

15132 Park Of Commerce Blvd. Suite 102, Jupiter FL 33478

PH: (561) 848-1200

FX: (561) 848-1299



a xylem brand



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE March 7, 2023

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and authorize the Public Works Director to repair the pump at Lift Station One in the amount of \$29,420.00 by Xylem Water Solutions USA, Inc.

SUMMARY:

The Town of Highland Beach has six lift stations in its sanitary sewer system, each lift station has two pumps and motors, an electrical/motor control panel, wet well, piping and valve vault.

Lift Station One is the Town's Master Station, pumping all sewage from Highland Beach to the City of Delray Beach for treatment. One of the pumps has failed due to the insert ring which came loose from the volute and destroyed the impeller. The power cable has dry rot and cut marks near the cable entry point.

The spare pump and motor were installed to maintain two pumps in this station to handle the higher flows. The failed pump needs to be repaired so we have a spare in case one of the other pumps fails.

Xylem Water Solutions USA Inc. is the only authorized service and warranty company in the State of Florida. Xylem will repair the pump and cable including parts and labor for a sum of \$29,420.00.

FISCAL IMPACT:

Funds for this repair are available in the 2022-2023 budget in the Renewal and Replacement Account 402-535-564.200.

ATTACHMENTS:

Xylem Water Solutions – Estimate

Xylem Water Solutions – Sole Source Letter

RECOMMENDATION:

Commission approval.



Xylem Water Solutions USA Inc.
Flygt Products
15132 Park of Commerce Blvd.
Suite 102
Jupiter, FL. 33478
Tel: (561) 848-1200
Fax: (561) 848-1299

February 23, 2021

TOWN OF HIGHLAND BEACH

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA Inc. owns the Flygt Corporation and is the only authorized vendor for Flygt Products and OEM Parts. Xylem is also the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you with original equipment, spare parts, repairs and warranty service.

Thank you for your interest in Xylem Water Solutions USA Inc. Please feel free to contact me if you have any questions regarding distribution or any other matter.

Xylem Water Solutions USA, Inc.
Sincerely,

Eric Johnson
Sales Representative
Phone: (561) 515-8710
eric.johnson@xyleminc.com

File Attachments for Item:

B. Approve and authorize a cooperative purchase for Graybar to supply and install nine (9) new VFDs for the Water Treatment Plant's SCADA system.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 3/7/2023
SUBMITTED BY: Public Works Department
SUBJECT: Cooperative Procurement – Replacement VFDs

SUMMARY:

The FY2023 Adopted Budget contains an appropriation of \$250,000 to replace nine obsolete variable frequency drives (VFDs) that do not properly integrate with the water plant's newly updated supervisory control and data acquisition (SCADA) system. The recommended replacement VFDs are designed to retrofit into the existing cabinets, saving thousands of dollars in installation and material costs. The VFDs at all three water treatment plant wells, feed pumps, and transfer pumps will be replaced.

A quote to supply and install the nine VFDs was provided by Graybar Electric through a cooperatively sourced OMNIA Partners agreement, with a highly discounted rate of 15% over cost. The applied pricing was set to expire on 1/31/23 and increase upon master contract renewal but the vendor has agreed to extend the initial pricing to the Town through 3/31/23.

FISCAL IMPACT:

\$206,025

401-533.000-564.000

ATTACHMENTS:

Quote for purchase and installation of nine (9) VFDs

OMNIA Partners Master Agreement and Price Sheet

RECOMMENDATION:

Authorize procurement for Graybar to supply and install nine (9) new VFDs for the water treatment plant's SCADA system.

INSTRUCTIONS

- 1) Provide any additional proposed pricing incentives
- 2) List Services Proposed and the percent mark up over cost

Additional Pricing Incentives		Discount or Rebate
Large Volume Purchase Discounts	Graybar cannot sell at levels above the base contract price in contract EV2370 but was awarded the right to offer deeper discount for projects, or where large quantity discounts or localized supplier negotiations are available.	
Quick Payment Discount	Graybar's standard payment terms are NET 30. Graybar is proposing that Quick Payment Discounts are established by local district/branch management and approved on a customer by customer basis.	Graybar's standard payment terms are NET 30.
Annual Rebates	Graybar Annual Rebates program is located in Master Contract EV2370.	1. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars (\$1,000,000) annually, retroactive to dollar one. Paid Annually 2. A one percent (1.0%) rebate on all purchases made in excess of two million dollars (\$2,000,000) annually, retroactive to dollar one (\$1). Paid Annually 3. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars (\$4,000,000) annually, retroactive to dollar one (\$1). Paid Annually
Services (please list Services Proposed)	Services (please list Services Proposed)	Proposed Percent (%) Mark up Over Cost
Services Overview: Below is a list of the major service areas offered.	Summary of Services offered in contract EV2370: Graybar's awarded City of Kansas City contract and U.S. Communities national program EV2370, includes but not be limited to: Assessment, Engineering Supporting Contract Products, Analysis, RetroFit, Upgrade, Installation, Repair, Emergency, Recovery, Training and Integrated Services to support the products we distribute through the contract EV2370. Key areas of demand for services are Lighting & LED, Energy Management & Power Distribution, Start-Up & Commissioning, Repair & Retrofit, Test & Certification, Power Conditioning & Back-Up, Data Center & Technology Upgrades, Security, Wireless, Systems Integration & Testing. Below is a list of the major service areas offered.	Not to Exceed Cost Plus 26%
Lighting Services	Supporting all Lighting Manufacturers in contract EV2370: Assesment, Audits, Analysis, Engineering Supporting Contract Products, Replacement, Retrofits, Upgrades, Integration, Installation, Start-Up & Commissioning, Project Management and Maintenance.	Not to Exceed Cost Plus 26%
Power Services:	Supporting all Electrical Manufacturers in contract EV2370: Assesment, Audits, Analysis, Engineering Supporting Contract Products, Modernization, Replacement, Retrofits, Upgrades, Integration, Installation, Power Conditioning, UPS & Back-Up, Transformers, Motors & Generators, Project Management and Maintenance.	Not to Exceed Cost Plus 26%
Inventory Management Services:	Supporting all Inventory Management Solutions in contract EV2370: Smart Stock, Vending Machines, Bar Coding, Scanners, Software & Solutions to Support Agency Initiatives.	Not to Exceed Cost Plus 26%
Recycling Services:	Supporting all Recycling Manufacturers and Service Affiliates in contract EV2370: Self Service / Daily Use Boxes & Buckets, Bulk Recycling, Lamp, Ballast, Electronics, Batteries, ETC..	Not to Exceed Cost Plus 26%

Communication Services:	<u>Supporting all Communication and Security Manufacturers in contract EV2370:</u> Data Center & Technology Upgrades, Wireless, Systems Integration & Testing, Structured Cabling, On-Site Product Support, Mission Critical Facility Management, Storage Solutions, Network Operations, Fiber & Copper Cable Management and Remote Access, Implementation and Support, Asset Management & Audio-Visual Systems. Assessment, Audits, Analysis, Engineering Supporting Contract Products, Replacement, Retrofits, Upgrades, Integration, Installation, Project Management and Maintenance.	Not to Exceed Cost Plus 26%
Security Services:	<u>Supporting all Security Manufacturers in contract EV2370:</u> Security, Systems Integration & Testing, 911 Emergency Call Centers, Management and Remote Access, Asset Management, Access Control/Security, IP Surveillance/CCTV, & Notification Systems. Assessment, Audits, Analysis, Engineering to support contract products, Replacement, Retrofits, Upgrades, Integration, Installation, Project Management and Maintenance.	Not to Exceed Cost Plus 26%
Miscellaneous MRO & Related Product Services	<u>Supporting all Miscellaneous MRO & Related Product Services in contract EV2370:</u> Assessment, Audits, Analysis, Engineering Supporting Contract Products, Replacement, Retrofits, Upgrades, Integration, Installation, Project Management and Maintenance.	Not to Exceed Cost Plus 26%
Examples of Service Providers Available in contract EV2370 (But Not Limited To):	<u>Lighting Service Providers:</u> Acuity Brands, Eaton / Cooper, GE Lighting, Hubbell Brands, Phillips Lighting. <u>Power Service Providers:</u> 3M, ABB / TNB, Baldor, Bussmann, Eaton, GE, Hubbell, Liebert / Viavi, Lyon, <u>Schneider Services..</u> <u>Communication Service Providers:</u> APC, CommScope, Corning, Eaton, Liebert / Viavi, Schneider.. <u>Security Service Providers:</u> Arecont, Ingersol, Pelco, Samsung, UTC.. <u>Recycling Service Providers:</u> Mercury Waste, Veolia..	Not to Exceed Cost Plus 26%

Graybar U.S. Communities Pricing: Pricing applies to normally stocked Graybar materials. Discounts are based on Graybar List Price or Cost in effect at time of order. The majority of pricing on the Graybar contracts is based on a list less discount structure. Cost-Plus discounting is used for market sensitive commodities and lighting fixtures. Not-To-Exceed discounting is used for value added services and material with no list price in our system. Graybar cannot sell at levels above the base contract price and reserves the right to offer a lesser discount for projects, or where large quantity discounts or localized supplier negotiations are available. Pricing was established through competitive solicitation process with City of Kansas City, MO. Our Pricing Commitment through City of Kansas City and U.S. Communities agreements dictate that Graybar lead with the U.S. Communities contract first and foremost for any opportunity within the applicable government procurement segment. Our contracts represent pricing discounts from an extensive list of best-in-class suppliers offering unique opportunities to streamline your supply chain and find innovative or integrated solutions.



1255 NW 21ST ST
POMPANO BEACH FL 33069-1428
Phone: 954-633-6300
Fax: 954-971-7029

Proposal Name: RB22_015 Highland Lakes Well #8 VFD Upgrade - Graybar

Quote Name: SR2790128 ATV930 Modernization

Proposal Number: P-220124-2799389

Quote Number: Q-3713663

Through Addenda Number: 0

Sales Representative: Rafael Beato

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Introduction

Per our understanding of your request and associated correspondence, Schneider Electric USA, Inc. (SEUSA) Services has based our offer on the information contained within this proposal. If this information is not accurate or there are changes to the proposed scheduling, then additional charges may apply.

Scope of Work

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Item #	Scope of Work	Price
1	<p>Designation : 150HP Pump 6, 7 & 8 Mod Product Details : 1-SRVLVMVFD SYS-LV Drive Solutions Modernization and Retrofits</p> <hr/> <p>SCOPE OF WORK</p> <p>SR# 2790093</p> <hr/> <p>WORKSCOPE A: 150HP 18-PULSE VFD RETROFIT</p> <p>1. Schneider Electric USA, Inc. - (SEUSA) Services proposes to supply (2) 150HP ATV930 Variable Frequency Drive (VFD) into the existing SQD low voltage enclosed drive lineup from FO# 16418630-052, 16418630-053 & FO# 20637671-011. See below for details.</p> <hr/> <p>DETAILED BOM A</p> <p>3 - ATV930 Type C11N4C VFD (Variable Torque) Rated 150HP @ 480V Normal Duty Continuous Output Rating: 211A</p> <p>3 - New HMI key pad & adapter plate 3 - Door mounted fan package kit 3 - Control Power Transformer 3 - Misc. Material (accessory wires, fuse blocks & fuses, VFD mounting flanges, etc.) 3 - Devicenet Communication Card 3 - EAA Digital Enablement</p> <hr/> <p>CLARIFICATIONS</p> <p>The customer will be responsible for supplying the following: -Submittals, Plan Check, and City Permits if required -Cost and scheduling of power shut downs -All existing electrical drawings of their</p>	<p>\$37,350.00</p> <p>Cost: \$31,724.12</p>

	<p>system -Paint Sample if other than ANSI 61</p> <p>The ATV930 has built in RJ45 communications ports for (2) Ethernet IP/Modbus TCP ports and (2) Modbus Serial ports. Additional cost will apply for other communications requirements.</p> <p>NOTICE: Custom engineered solutions from Schneider Electric Services are designed and built to meet applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL labeling can be provided at additional cost.</p> <p>18-Pulse applications require the use of the ATV930 series VFD's to allow for DC bus connection.</p> <p>A new fan package kit and CPT is included but may not be supplied if engineering determines the existing configuration is suitable with the new VFD.</p> <p>Approval drawings are NOT provided for this solution. If approval drawings are required, additional charges will apply.</p> <p>VFD Startup is based on a single visit. If additional visits are required due to unavailability of an outage, additional charges will apply.</p> <p>Installation is not included in this line item.</p> <p>-----</p>	
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Item #	Scope of Work	Price
2	<p>Designation : 150HP Pump 6, 7 & 8 Ins StU Product Details : 1-SRVSTRUPVSDSTD-LV Drive Installation-Commissioning</p> <p>-----</p> <p>SCOPE OF WORK <u>Cost:</u></p> <p>WORKSCOPE B: 150HP 18-PULSE VFD INSTALLATION</p> <p>1. Schneider Electric USA, Inc. - (SEUSA) Services proposes to install (3) 150HP ATV930 Variable Frequency Drive (VFD) into the existing SQD low voltage enclosed drive lineup from FO# 16418630-052, 16418630-053 & FO# 20637671-011. See below for details.</p>	<p>\$44,625.00</p> <p>\$37,920.00</p>

2. SEUSA Services will remove the existing **ATV58HC13N4, ATV66HC13N4 & ATV58HC15N4** drive respectively and install a new ATV930 drive in its place. SEUSA Services will replace only the necessary components needed to upgrade the VFD. All other components to be re-used (door, circuit breaker, 18-Pulse components, line reactor, bypass, relays, cabling, door indicating lights, etc.).

WORKSCOPE C: SEUSA SERVICES STARTUP

SKU: SRVRECRSTVFD30MO

1. A SEUSA Field Services Technician will perform visual, mechanical and electrical tests on the (3) VFD retrofit(s) listed above, as outlined in our Scopes of Work for Electrical Acceptance Testing (ATP 1910DB1302-120213). You will receive a copy of the test reports which can serve as a benchmark for future preventative maintenance and testing activities. A three (3) week advanced notice is required for scheduling on-site work.

2. SE Services is providing a 30-month warranty extension to drives that are successfully tested, started-up, invoiced by SE and paid in full by the customer.

CLARIFICATIONS

NOTICE: Custom engineered solutions from Schneider Electric Services are designed and built to meet applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL labeling can be provided at additional cost.

The SEUSA FSR may be required to re-locate some peripheral components to allow for installation of the new VFD. Circuit breaker, door, reactors, 18-Pulse components, pilot devices, etc. to remain in place.

18-Pulse applications require the use of the ATV930 series VFD's to allow for DC bus connection.

A new fan package kit and CPT is included but may not be supplied if engineering determines the existing configuration is suitable with the new VFD.

Approval drawings are NOT provided for this solution. If approval drawings are required, additional charges will apply.

VFD Startup is based on a single visit. If additional visits are required due to unavailability of an outage, additional charges will apply.

CUSTOMER RESPONSIBILITIES

Customer is responsible to provide the lifting and/or rigging equipment. If the equipment is not provided by the customer, SEUSA can acquire the equipment and charge the customer the value of the equipment. Please, notify your sales rep. before placing the order.

WORK NOT INCLUDED

Lifting and rigging are not included.

-Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.

-Development of switching procedures and-or MOPs.

-Update of original factory order drawings, unless otherwise noted.

-Additional site visits or meetings beyond that required to perform the scope of work above.

Labor Type

This job is being quoted for work to be

	performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted. -----	
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Item #	Scope of Work	Price
3	Designation : 150HP Pump 6, 7 & 8 Drawings Product Details : 1-SRVLVMVFDSYS-LV Drive Solutions Modernization and Retrofits ----- Cost: SCOPE OF WORK WORKSCOPE D: OPTIONAL APPROVAL DRAWINGS 1. Schneider Electric Services can provide approval drawings for (3) LV enclosed drive modernization listed in the quote above. The approval drawings will provide detailed layout of the proposed wiring diagram(s) and physical dimensions of the overall equipment 2. Approval drawings are available 4-6 weeks after West Chester receipt of order or after the site visit is performed (if applicable). -----	\$6,780.00 \$5,760.00

Item #	Scope of Work	Price
7	Designation : 300HP Feed Pump Moder Product Details : 1-SRVLVMVFDSYS-LV Drive Solutions Modernization and Retrofits ----- Cost: SCOPE OF WORK SR# 2790093 ----- WORKSCOPE A: 300HP 18-PULSE VFD RETROFIT 1. Schneider Electric USA, Inc. - (SEUSA) Services proposes to supply (3) 300HP ATV930 Variable Frequency Drive (VFD) into the existing SQD low voltage enclosed drive lineup from FO# 16418630-054. See below for details. ----- DETAILED BOM A 3 - ATV930 Type C22N4C VFD (Variable Torque) Rated 350HP @ 480V Normal Duty Continuous Output Rating: 427A	\$41,250.00 \$35,056.14

3 - New HMI key pad & adapter plate
3- Door mounted fan package kit
3- Control Power Transformer
3 - Misc. Material (accessory wires, fuse blocks & fuses, VFD mounting flanges, etc.)
3 - Devicenet Communication Card
3 - EAA Digital Enablement

CLARIFICATIONS

The customer will be responsible for supplying the following:

- Submittals, Plan Check, and City Permits if required
- Cost and scheduling of power shut downs
- All existing electrical drawings of their system
- Paint Sample if other than ANSI 61

The ATV930 has built in RJ45 communications ports for (2) Ethernet IP/Modbus TCP ports and (2) Modbus Serial ports. Additional cost will apply for other communications requirements.

NOTICE: Custom engineered solutions from Schneider Electric Services are designed and built to meet applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL labeling can be provided at additional cost.

18-Pulse applications require the use of the ATV930 series VFD's to allow for DC bus connection.

A new fan package kit and CPT is included but may not be supplied if engineering determines the existing configuration is suitable with the new VFD.

Approval drawings are NOT provided for this solution. If approval drawings are required, additional charges will apply.

VFD Startup is based on a single visit. If additional visits are required due to unavailability of an outage, additional charges will apply.

Installation is not included in this line item.

Item #	Scope of Work	Price
8	<p>Designation : 300HP Feed Pump Ins & StU Product Details : 1-SRVSTRUPVSDSTD-LV Drive Installation-Commissioning</p> <p>-----</p> <p>SCOPE OF WORK <u>Cost:</u> \$37,920.00</p> <p>WORKSCOPE B: 300HP 18-PULSE VFD INSTALLATION</p> <p>1. Schneider Electric USA, Inc. - (SEUSA) Services proposes to install (3) 300HP ATV930 Variable Frequency Drive (VFD) into the existing SQD low voltage enclosed drive lineup from FO# 16418630-054 . See below for details.</p> <p>2. SEUSA Services will remove the existing ATV58HC23N4X drive and install a new ATV930 drive in its place. SEUSA Services will replace only the necessary components needed to upgrade the VFD. All other components to be re-used (door, circuit breaker, 18-Pulse components, line reactor, bypass, relays, cabling, door indicating lights, etc.).</p> <p>-----</p> <p>WORKSCOPE C: SEUSA SERVICES STARTUP</p> <p>SKU: SRVRECRSTVFD30MO</p> <p>1. A SEUSA Field Services Technician will perform visual, mechanical and electrical tests on the (3) VFD retrofit(s) listed above, as outlined in our Scopes of Work for Electrical Acceptance Testing (ATP 1910DB1302-120213). You will receive a copy of the test reports which can serve as a benchmark for future preventative maintenance and testing activities. A three (3) week advanced notice is required for scheduling on-site work.</p> <p>2. SE Services is providing a 30-month warranty extension to drives that are successfully tested, started-up, invoiced by SE and paid in full by the customer.</p> <p>-----</p> <p>CLARIFICATIONS</p> <p>NOTICE: Custom engineered solutions from</p>	<p>\$44,620.00</p>

Schneider Electric Services are designed and built to meet applicable UL/ANSI/IEEE standards, but will not carry third party labeling. A UL field evaluation for UL labeling can be provided at additional cost.

The SEUSA FSR may be required to re-locate some peripheral components to allow for installation of the new VFD. Circuit breaker, door, reactors, 18-Pulse components, pilot devices, etc. to remain in place.

18-Pulse applications require the use of the ATV930 series VFD's to allow for DC bus connection.

A new fan package kit and CPT is included but may not be supplied if engineering determines the existing configuration is suitable with the new VFD.

Approval drawings are NOT provided for this solution. If approval drawings are required, additional charges will apply.

VFD Startup is based on a single visit. If additional visits are required due to unavailability of an outage, additional charges will apply.

CUSTOMER RESPONSIBILITIES

Customer is responsible to provide the lifting and/or rigging equipment. If the equipment is not provided by the customer, SEUSA can acquire the equipment and charge the customer the value of the equipment. Please, notify your sales rep. before placing the order.

WORK NOT INCLUDED

Lifting and rigging are not included.

-Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.

	<p>-Development of switching procedures and-or MOPs.</p> <p>-Update of original factory order drawings, unless otherwise noted.</p> <p>-Additional site visits or meetings beyond that required to perform the scope of work above.</p> <p>-----</p> <p>Labor Type</p> <p>This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.</p> <p>-----</p>	
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Item #	Scope of Work	Price
9	<p>Designation : 300HP Feed Pump Drawings</p> <p>Product Details : 1-SRVLVMVFD SYS-LV Drive Solutions Modernization and Retrofits</p> <p>Cost:</p> <p>-----</p> <p>SCOPE OF WORK</p> <p>WORKSCOPE D: OPTIONAL APPROVAL DRAWINGS</p> <p>1. Schneider Electric Services can provide approval drawings for (1) LV enclosed drive modernization listed in the quote above. The approval drawings will provide detailed layout of the proposed wiring diagram(s) and physical dimensions of the overall equipment</p> <p>2. Approval drawings are available 4-6 weeks after West Chester receipt of order or after the site visit is performed (if applicable).</p> <p>-----</p>	<p>\$2,260.00</p> <p>\$1,920.00</p>

Item #	Scope of Work	Price
10	<p>Designation : Optional Lifting Equipmen</p> <p>Product Details : 1-SRVSPALVMVFD-LV Drive Spare Parts - Other</p> <p>Cost:</p> <p>-----</p>	<p>\$4,120.00</p> <p>\$3,500.00</p>

Item #	Scope of Work	Price
12	<p>Designation : (3) 20HP VFD Mod Bucket</p> <p>Product Details : 1-SRVLVMVFD SYS-LV Drive Solutions Modernization and Retrofits</p> <p>Cost:</p> <p>-----</p>	<p>\$18,150.00</p> <p>\$15,422.86</p>

SCOPE OF WORK

SR# 2833934

WORKSCOPE A: 20HP VFD Modernization

1. Schneider Electric USA, Inc. - (SEUSA)
Services to supply (3) 20HP ATV630 Variable
Frequency Drive (VFD) in buckets for existing
SQD low voltage Model 6 MCC lineup FO#
16418630-001 for cell 3E, 4E and 5E. See below
for details.

CLARIFICATIONS

Customer needs 39 inches of space per VFD in
order to fit this solution.

Schneider Electric Services has prepared this
quotation in good faith, according to our
understanding of the information and/or
specification(s) provided. Schneider Electric
reserves the right to offer revised pricing,
Bills of Material or Scope of Work in the
event of an omission or misinterpretation of
the specification.

Delivery time is subject to change due to
availability of parts.

Installation labor is not included in this
line item of the quotation.

Detailed Bill of Material

1-Model 6 LVMCC-Model 6 MCC - Standard Package

RapidSource (CTO)

POWER SYSTEM DATA:

System Voltage: 480V 3PH 3W 60Hz
Max Available Fault Current (RMS): 65kA
Control Power: 120Vac

ENCLOSURE DATA:

General Purpose Type 1 Gasketed Enclosure

	<p>Exterior Color: ANSI 49</p> <p>COMMON DEVICE FEATURES: Unit(s) Only Wiring Type: Class 1 Type B Wiring Drawing Format: PDF - Single Multi Page File Unit Nameplate White Surface / Black Letters</p> <p>PRODUCT ACCESSORIES: See Common Device Features</p> <p>ADJUSTABLE SPEED DRIVES ----- 3 - Please contact plant for delivery schedule. Published delivery schedule may not apply. Altivar 630 Process AC Drive 20 HP w/Circuit Breaker Rated for Normal Duty (Overcurrent 110% (60 sec)) CAT# ATV630D15</p> <p>COMMON ADJUSTABLE SPEED DRIVE FEATURES ----- System Impedance (5%) 150VA Control Power Transformer #16 AWG MTW Control Wire DeviceNet Communication ASD 22mm XB5 Pilot Devices Hand-Off-Auto SW with Manual Speed Potentiometer Motor On LED Pilot Light: Red Push-to-Test Motor Off LED Pilot Light: Green Push-to-Test Power On LED Pilot Light: Red Fishtape Unit Plugs Device Height - 30 in</p> <p>MISCELLANEOUS DEVICES ----- 3 - 28 Amps Line Reactor for Drive</p> <p>COMMON MISCELLANEOUS DEVICE FEATURES ----- Fishtape Unit Plugs Device Height - 9 in Device Height - 9 in</p> <p>-----</p>	
Item #	Scope of Work	Price
13	<p>Designation : (3) 20HP VFD Inst & StUp</p> <p>Product Details : 1-SRVSTRUPVSDSTD-LV Drive Installation-Commissioning</p> <p>-----</p> <p>Cost:</p>	<p>\$6,870.00</p> <p>\$5,837.36</p>

SCOPE OF WORK

WORKSCOPE B: 20HP VFD INSTALLATION

1. Schneider Electric USA, Inc. - (SEUSA) Services to install (3) 20HP ATV630 Variable Frequency Drive (VFD) buckets into the existing SQD low voltage Model 6 MCC lineup FO# 16418630-001 cell 3E, 4E and 5E. See below for details.

2. SEUSA Services will remove the existing line reactor bucket (12 inches) and ATV58 bucket (27 inches) and install a new line reactor bucket (9 inches) and ATV630 bucket (30 inches) in its place.

WORKSCOPE C: SEUSA SERVICES START-UP

SKU: SRVRECRSTVFD30MO

1. A SEUSA Field Services Technician will perform visual, mechanical and electrical tests on the (3) VFD modernization(s) listed above, as outlined in our Scopes of Work for Electrical Acceptance Testing (ATP 1910DB1302-120213). You will receive a copy of the test reports which can serve as a benchmark for future preventative maintenance and testing activities. A three (3) week advanced notice is required for scheduling on-site work.

2. SE Services is providing a 30-month warranty extension to drives that are successfully tested, started-up, invoiced by SE and paid in full by the customer.

CLARIFICATIONS

Approval drawings are NOT provided for this solution. If approval drawings are required, additional charges will apply.

VFD Startup is based on a single visit. If additional visits are required due to unavailability of an outage, additional charges will apply.

If motor nameplate information was not

provided at time of quote, replacement VFD will be based on existing VFD HP ratings.

CUSTOMER RESPONSIBILITIES

The customer will be responsible for supplying the following:

- Submittals, Plan Check, and City Permits if required
- Cost and scheduling of power shut downs
- All existing electrical drawings of their system

WORK NOT INCLUDED

- Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- Development of switching procedures and-or MOPs.
- Update of original factory order drawings, unless otherwise noted.
- Additional site visits or meetings beyond that required to perform the scope of work above.

Labor Type

This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted.

Cost \$175,060.48

Total: \$206,025.00

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at

https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

- > Unless otherwise noted, an outage will be required to perform the work. Duration of this outage to be determined at time of scheduling.
- > If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Customer Responsibilities

- > Schedule power outage with the local utility or production and absorb all related costs.
- > Provide lighting and 120V power with GFI for Field Services' on-site electrical equipment, if required.
- > Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- > Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.
- > Provide qualified individual for grounding of equipment as required.
- > Provide proper workspace clear of obstruction with adequate temporary lighting for the walk ways and emergency exits. *Work will not commence until adequate lighting is in place. *
- > Provide a phone with defined emergency contact and site location in event of an emergency.
- > Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)
- > Labor and expense cost overruns due to:
 - Delays by others
 - Lack of equipment readiness for services outline herein

Work Not Included

- > Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- > Development of switching procedures and/or MOP's.
- > Update of original factory order drawings.
- > Additional site visits or meetings beyond that required to perform the scope of work above

Schedule

Services should be scheduled at least 10 working days in advance (20 days for holidays), and cancelled at least two working days in advance of scheduled start of service.

Price

Price includes all travel, mileage, expenses, and any applicable Field Service Reports that will document and detail the services performed.

This proposal is subject to the following:

- > Price quoted does not include any state, federal, or local taxes.
- > Service will be scheduled after receipt of order.
- > If tax exempt, exempt certificate must accompany purchase order.
- > Payment is due upon receipt of invoice.

Shipment Clarification

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Payment Schedule

All projects will be billed based on execution milestones, schedule of values to be provided after receipt of PO. SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility. Purchaser may delay the work, for a period not to exceed 60 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay and will pay all costs incurred by SEUSA because of such delay.

Proposal Acceptance

Due to the extreme volatility in the commodities markets, this quotation is valid for only 30 days. Currently there is extreme volatility in the steel markets (especially electrical steel) due to the evolving nature of the tariffs. We will do our best to hold the pricing but there are many factors beyond our control and these potential increases would be passed along to the customer. It is also assumed that this project will be executed within 12 months. If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer. In addition, any changes to the Scope of Work or Bill of Material will require a revised quotation which may result in a price change.

The following information is required:

- > Site contact name
- > Phone number
- > Email address

Please also include SEUSA account number (if known).

Information on Additional Offers

- > Electrical Distribution Services - Website
- > Modernization & Upgrade:
 - Website: Schneider Electric Modernization Solutions
 - Blog: True Cost of Switchgear Replacement
 - White Paper: Guidelines for Modernizing Existing Switchgear
 - Videos: Resource webpage
 - Brochure: Switchgear Modernization Brochure
 - Catalog: Circuit Breaker Modernization Selection Guide
- > Arc Flash Safety:
 - Website: Schneider Electric Arc Flash Safety
 - Blog: NFPA 70E 2018 Updates
 - White Paper: Mitigating Arc Flash Hazards
 - Video: Power System Assessment

- Brochure: Engineering Services

Terms and Conditions

The work described in This quotation shall be governed by Schneider Electric's Standard Terms and Conditions of Sale, which may be found at:

www.schneider-electric.us/termsandconditions

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Schneider Electric.

*DISCLAIMER: The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.*

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY Issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
 - 1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
 - 2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
 - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
 - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
 - d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilia Abbott, Esq., City Attorney
E-mail: cecilia.abbott@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 830-1424

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of Insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

A. **Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. **Resident Laborers**" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. **"Nonrestrictive States"** means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor Graybar Electric Company, Inc.

By: 

Title: SVP, Sales

Date: 11/30/2017

APPROVED AS TO FORM


Assistant City Attorney

KANSAS CITY, MISSOURI

By: 

Title: Manager of Procurement Services

Date: 12/30/2017

File Attachments for Item:

C. Approve and authorize an emergency procurement to purchase two (2) Hitachi submersible motors from Sun-Star Electric Inc. for the Water Treatment Plant.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 3/7/2023

SUBMITTED BY: Public Works Department

SUBJECT: Emergency Procurement – Replacement of Well Pump Motors

SUMMARY:

The Town currently operates three raw water submersible wells, which pump up to 2083 gallons per minute and are powered by 150 HP Hitachi motors. The current motors are 19 years old and have already been stretched to the end of their lifecycle, with two of the motors already experiencing failures. The motors have already been rewound to extend their useful life several times and Town staff now recommends replacement. If the failing motors are not addressed immediately, the water treatment plant may be forced to suspend operations.

A quote for two motors was provided by Sun-Star Electric Inc., one of only two authorized distributors and the sole authorized warranty and repair center for the Hitachi submersible motor. The motors will arrive in approximately three weeks and will be installed by Town staff.

FISCAL IMPACT:

\$93,614

401-533.000-564.000

ATTACHMENTS:

Quote for two (2) Hitachi submersible motors

RECOMMENDATION:

Authorize emergency procurement to purchase two (2) Hitachi submersible motors from Sun-Star Electric Inc.



SUN-STAR ELECTRIC, INC.

7722 W. 34TH STREET
LUBBOCK, TEXAS 79407
SUNSTARUSA.COM

PHONE: 806.793.2812
800.782.9675
FAX: 806.793.1989

Quote Number: 13963

QUOTE

Page: 1 of 2

Quote To:

Town of Highland Beach
3614 South Ocean Blvd.
Highland Beach FL 33487

Phone: 561-441-2748

Fax: 561-265-3582

Date: 3/1/2023

Expires: 3/31/2023

Reference: 316 SS

Sales Person: Scott Campbell

scampbell@sunstarusa.com

Availability:

(1) Motor in 3 weeks time frame

(1) Motor in 5-7 weeks time frame

Base Currency.

Line	Part Description	Rev Drawing	Expected Qty	Unit Price	Ext. Price
1	110-15034412331 150 HP 3 / 60 / 460v 4P 12" Sun Star Hitachi Submersible Motor316 SS ConstructionSingle Mechanical Seal, Water-Filledw/ 3 - 1C x 20 Ft #2 AWG (30mm2) Motor LeadSerial #: Date Code:.		2.00EA	41,707.00	83,414.00
2	100-CABLE-SPLICE-AWG Labor to Externally Splice Cable to Motor Leads #10 thru 4/0 AWG		2.00EA	750.00	1,500.00

QuotForm:001:00



SUN-STAR ELECTRIC, INC.

7722 W. 34TH STREET
LUBBOCK, TEXAS 79407
SUNSTARUSA.COM

PHONE: 806.793.2812
800.782.9675
FAX: 806.793.1989

Quote Number: 13963

QUOTE

Page: 2 of 2

3	300-RT3/0x2/0 Splice Kit - Rubber Tape Type 3/0 AWG x #2/0AWG Rubber & Vinyl Tape w/3 Connectors	2.00EA	250.00	500.00
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4	303-3/0GFJTHHN/PVC Power Cable 3/0 AWG 3C w/Grd Flat Jacketed THHN/PVC	200.00FT	26.00	5,200.00
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Each motor will have 100 feet of branch cable

5	100-LLDS-ARTESIAN Long Leads - Internally Spliced Sealed for Artesian Service.Hitachi Motor Modification	2.00EA	1,500.00	3,000.00
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Lines Total	93,614.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	93,614.00

File Attachments for Item:

D. Approve and authorize an emergency procurement for Pantropic Power to replace the main generator's radiator and repair the fuel tank.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 3/7/2023

SUBMITTED BY: Public Works Department

SUBJECT: Emergency Procurement - Repair of Main Town Generator

SUMMARY:

On January 12, 2023, the Town's main emergency generator's radiator and fuel tank were found to be in critical condition and in need of immediate replacement and repair during a scheduled preventative maintenance inspection. Required services include crane removal of the existing radiator, replacement, and reinstallation, as well as cleaning and recoating the fuel tank. Quotes to replace the radiator were provided by Don Hillman Inc., the current maintenance provider, and Pantropic Power, who installed the generator in 2007. Town staff recommends selecting Pantropic Power, who had the lowest responsible quote for replacing the radiator and can repair the fuel tank, which is at risk of permanent damage if not addressed immediately.

FISCAL IMPACT:

\$91,850

001-519.000-564.000

ATTACHMENTS:

Quotes for generator radiator replacement and fuel tank repairs

Generator Maintenance and Inspection Report

RECOMMENDATION:

Authorize emergency procurement for Pantropic Power to replace main generator's radiator and repair fuel tank.



POWER SYSTEMS

1714 WEST STATE ROAD 84 • FORT LAUDERDALE, FL 33315 • Phone: (954) 467-6755

☐ FULL SERVICE VISIT ☒ INSPECTION VISIT

W.O. # 2210 0526

Date: 12/8/22

MODEL: 3516/SR4B-GD

SERIAL # 65200147

CUSTOMER NAME: Town of Hishikawa

UNIT #: CAG

STATE: ZIP:

CITY:

PLACE CONTROLLER SWITCH IN OFF POSITION

1. Generator Hours 858.3 Start/858.3 Completed		25. Battery Charging Output Current Immediately After Start Up _____ AMPS	
2. Battery Cables and Connections Clean/Tight		26. Coolant Temperature Immediately After Start Up _____ °F	
3. Battery Charger Operational		27. Oil Pressure Immediately After Start Up _____ LBS	
4. Electrolyte Level Full		28. Raw Water Cooling or Heat Exchanger Verify Water _____	
5. Battery Volts 26.1 (IE 13.2 or 26.5)		29. Solenoid is Open and Drain is Draining _____	
6. Battery Load Test Group 80 Post Type RES		30. Volts AC L1-2 480 L2-3 480 L3-1 480	
Volts 13.05 CCA 1952		31. Low Coolant Level Safety Shutdown (When Possible) _____	
Volts 12.02 CCA 1832		32. Overcrank Safety Shutdown _____	
7. Cooling System Level _____		33. Pre and High Engine Temp Safety Shutdown (When Possible) _____	
8. Cooling System Test Results Rev 1		34. Pre and Low Oil Pressure Safety Shutdown (When Possible) _____	
9. Freeze Point: -60		35. Other Safety _____	
10. Pressure Test (if needed) _____		36. Clear Faults, Reset Breaker, Return to Auto Start _____	
11. Radiator Cap Condition, Test Pressure _____		37. Seconds to Start _____	
12. Radiator Condition _____		38. Seconds to Transfer _____ (Check Generator IF HZ<58HZ)	
13. Cooling System Hoses Flexible, Clamps Tight _____		39. Hertz Under Load _____	
14. Fan Belt (s) Adjusted to Correct Tension, or Automatic Tensioner Functioning Properly _____		40. A/C Volts Generator Output (If Low or High TERMINATE Load Test) _____	
15. Check Oil Level, Type, Consistency Add if Necessary _____		41. AMPs Generator Output L1-2 _____ L2-3 _____ L3-1 _____	
16. Date of Last Oil and Filter Change 3/22 (MM/YY) _____		42. Check Generator for Unusual Noises and Vibration _____	
17. Check Day Tank for Proper Operation & Leaks. _____		43. Verify Cooling System Thermostat is Operational _____	
18. Fuel Level Day Tank _____ Main Tank 1/2		44. Coolant Temperature HOT _____ °F	
19. Air Filter Clean and Unrestricted, if Oil Bath Check Level and Fill if Necessary _____		45. Pounds Oil Pressure HOT 70 LBS	
20. Check Exhaust System (No Leaks, Rain Cap) _____		46. Lamp Test/Indicator Light(s) Operational _____	
21. Engine Jacket Heater Operational _____		47. Battery Volts During Load Test 27.8	
22. If Gaseous Unit, Check Rotor, Cap, Points and Leads (As Necessary) _____		48. Re-transfer Time to Normal Power _____ Min/Sec	
23. Check Spark Plug Condition at every Preventative Maintenance Service _____		49. Cool-Down Time _____ Min/Sec	
24. Check Condition of Generator Room _____		50. Switch Unit to Auto _____ Battery Charger ON	
25. Plant Exercisor Set Day _____ Time _____		51. Date & Initial Inspection or Service Slicker _____	
26. Check Transfer Switch General Condition, # of Transfer Switched Checked _____		52. Sign General Log (if applicable) _____	

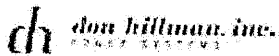
Repairs to be Quoted/Comments: Red needs Rave

Minor Repairs and Adjustments Made: _____

Technician Signature: _____

Owner/Agent Signature: _____

Preventative Maintenance Inspection Check List:
NA = Not Applicable
S = Check Satisfactory
AS = Adjusted to Satisfactory
US = Checked Unsatisfactory
UC = Unchecked Per Customer
U = Unchecked



Don Hillman, Inc.
1714 West State Rd 84
FORT LAUDERDALE, FL 33315

WORK ORDER:
2210-0526

INVOICE

Bill to: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
HIGHLAND BEACH, FL 33487
Attention: PAT ROMAN
561-856-2963

Invoice Date: 12/8/2022
Site: TOWN HALL CAT
3614 S OCEAN BLVD
HIGHLAND BEACH, FL 33487

Work done description: 12/8/22 JR
TRAVEL TO SITE, GAINED ACCESS. PERFORM PM INSPECTION AND TEST RUN UNIT. FOUND RADIATOR
NEEDS RECORE, MUST HAVE VENDOR COME TO SITE, AND QUOTE.
TT=1015-1030 SITE=1030-1130

Equipment Name: TOWN HALL CAT
Generator Brand: CAT
Model: 3516

Condition: GOOD
Hours: .1
Serial #: G5Z00147

Item	Description	Qty	Rate	Amount \$
claborPMNC	N/C PM LABOR CONTRACTS 12/8/22 JR	1.25	0.00	0.00 T
Sub Total:				0.00
Total Amount Due:				0.00

For questions please call (954) 467-6755

Thank you for your order!

We appreciate your business!

EstimateQuotation No..... 2-14-2023ER
Service Call..... :
Quotation Date..... 2-14-2023
Customer No..... :

Expiry Date:

Sold To:TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat RomanShip To:
TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487

<i>Pantropic Power Contact</i>	<i>Phone No.</i>	<i>Division</i>	<i>Department</i>
Ed Riveron	954-214-1277	EPG	Service

<i>Model</i>	<i>Serial No.</i>	<i>ID No.</i>	<i>Customer Equipment No.</i>	<i>Service Meter</i>
3516	ZAP00380			HOURS

The following is formal estimates to perform service repairs on your Cat 3516 with serial number-ZAP00380 We will drain the coolant from the radiator and disconnect the radiator from the engine remove the muffler and remove the roof top from the enclosure .only the section where the radiator will be lifted through the top. We will use an 80 ton crane to lift the radiator . once the radiator is out we will put back the section of the enclosure back in its place. We will clean and pressure test both tanks and install the new cores(4) with copan coating and new hardware and gaskets .Once the radiator is done we will schedule the crane and install the new radiator to the engine and make all connections . We will refill with ELC coolant 110 Gal) . Start the generator and run it and make sure it does not have any leaks . If the customer can run the unit under load for 15 to 45min and make sure the unit is running in satisfactory condition .

Warranty for labor and part is 5 years .
Copan Coating
ETA -15 days Est .

NOTES:

Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 77900

Approver's signature

Pat Roman

EstimateQuotation No..... 2-14-2023ER
Service Call..... :
Quotation Date..... 2-14-2023
Customer No..... :

Expiry Date:

Sold To:TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat RomanShip To:
TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487

<i>Pantropic Power Contact</i>	<i>Phone No.</i>	<i>Division</i>	<i>Department</i>
Ed Riveron	954-214-1277	EPG	Service

<i>Model</i>	<i>Serial No.</i>	<i>ID No.</i>	<i>Customer Equipment No.</i>	<i>Service Meter</i>
3516	ZAP00380			HOURS

NOTES:

Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 77900

Approver's signature

Pat Roman

Per Customer request, Pantropic Power Inc. ("PANTROPIC") has estimated repairs on the equipment (includes all components, machines, or other miscellaneous items) listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the equipment to be repaired, additional parts and labor may be necessary. If so, an estimate for additional repairs will be forwarded to Customer for approval. Note: by accepting this Estimate in writing, verbally, or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK", Customer agrees to all terms and conditions set forth herein. **NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER CUSTOMER PURCHASING TERMS.**

1. **Authority to Perform Repairs:** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, PANTROPIC may examine the item of equipment as to work which PANTROPIC may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by PANTROPIC) to be noted on a form as supplied by PANTROPIC.
 - a. **Time and Material Work:** PANTROPIC will proceed with the work agreed upon as set forth herein.
 - b. **Firm Price:** If requested, a firm price in writing will be given to the customer for labor and/or parts to do a specific repair. Any agreed upon repair order not covered by a firm written proposal will be billed at current time and material prices.
 - c. **Unforeseen Problems or Additional Repairs:** **PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE.** In the event that during the course of the work, additional repair work (due to continuous use, unknown problems, working conditions, dirty Equipment, waiting on Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PANTROPIC's control, and items found in need of repair or replacement during disassembly that are not covered herein) is found to be necessary pursuant to Pantropic's examination and inspection of the Machine, then in such event PANTROPIC will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Pantropic is unable to communicate with the Customer, then Pantropic, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, PANTROPIC shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
 - d. **Authority of Customer Personnel:** Unless Customer notifies PANTROPIC in writing, any Customer personnel communicating with PANTROPIC shall have the full authority to authorize repairs. All instructions to PANTROPIC by Customer regarding authority of Customer's personnel to bind (authorize repairs) Customer shall be in writing (via e-mail, courier, or U.S. Mail).
 - e. **Purchase Order:** In the event that a purchase order number is required by Customer, Customer shall provide such purchase order number within 10 business days of receiving a Proforma Invoice from PANTROPIC. If Customer fails to provide such purchase order number within such time period (10 business days of Proforma Invoice), PANTROPIC shall have the right to Invoice the Customer without a purchase order number, and Customer thereby additionally forfeits any rights to dispute such Invoice.
2. **Hold Harmless Agreement for Customer Participation in Service Work:** In the event Customer or Customers' personnel assists PANTROPIC personnel in performing service work, Customer agrees to hold harmless and fully indemnify PANTROPIC for injuries or damages to anyone arising out of Customer assisting PANTROPIC personnel in servicing or repairing Customer's equipment.
3. **Corporate Discount:** No additional corporate discounts may be applied to the above estimated price.
4. **Warranty:** PANTROPIC warrants the work performed to be free from defects in material and workmanship for a period of ninety days. PANTROPIC's obligation under this warranty shall be limited to the repair or replacement at PANTROPIC's premises of those new parts previously installed or labor previously performed demonstrated to be defective. **SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MECHANICALITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PROVIDED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.**
5. **Cores:** Customer assumes liability for Lost or Damaged Cores. All Core charges shall be the responsibility of the Customer. PANTROPIC assumes ownership of all take off items removed from Machine(s) not reinstalled during the repair process.
6. **Price Adjustments:** This proposal is based on current parts and labor pricing. Customer shall assume the price increases incurred.
7. **Miscellaneous:** This proposal is prepared with the most current information available to PANTROPIC.
 - a. The following charges are not included unless stated in this proposal: (State, local, indigent care, Environmental, taxes, freight, etc.) All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - b. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
8. **Risk of Loss:** All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by owner of equipment.
9. **Severability:** Any provisions herein found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this agreement.
10. **Statutory lien:** Customer hereby waives its rights to possession under Fla. Stat. 713.74, and agrees that PANTROPIC is entitled to a possessory lien in connection with the equipment identified herein until it is paid in full for any and all parts, labor, and/or services.
11. **Choice of law, forum and expenses:** Customer shall pay PANTROPIC for reasonable costs, fees and expenses (including attorney's fees and court costs incurred through appellate levels and any post judgment expenses and interest incurred), incurred by PANTROPIC in the event of a controversy regarding this transaction, or in collecting monies due or to become due or incurred in replevying the equipment as a result of Customer ordering equipment and property from PANTROPIC or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Miami-Dade or Broward County. These terms and conditions shall be governed and construed in accordance with the laws of the State of Florida.

EstimateQuotation No..... 2-14-2023ER
Service Call..... :
Quotation Date..... 2-14-2023
Customer No..... :

Expiry Date:

Sold To:TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat RomanShip To:
TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487

<i>Pantropic Power Contact</i>	<i>Phone No.</i>	<i>Division</i>	<i>Department</i>
Ed Riveron	954-214-1277	EPG	Service

<i>Model</i>	<i>Serial No.</i>	<i>ID No.</i>	<i>Customer Equipment No.</i>	<i>Service Meter</i>
3516	ZAP00380			HOURS

The following is formal estimates to perform service repairs on your Cat 3516 with serial number-ZAP00380 We will pressure clean the fuel tank in the inside and outside. Pressure clean the enclosure. Remove all of the rust in the inside of the fuel tank and the outside. Once the cleaning is done we will apply anti rust primer and let it dry for 24 hrs . Then we will apply a heavy coat of a copan coating. to the fuel tank. this will protect the fuel tank for years to come. The fuel tank floor and the steel beam under the radiator is in bad shape. This is something that needs attention now. If you have to replace the fuel tank this can cost you anywhere between 250-350k. This job will take about 7 days to get done

NOTES:Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 13950

Approver's signature

Pat Roman

EstimateQuotation No..... 2-14-2023ER
Service Call..... :
Quotation Date..... 2-14-2023
Customer No..... :

Expiry Date:

Sold To:TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat RomanShip To:
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<i>Pantropic Power Contact</i>	<i>Phone No.</i>	<i>Division</i>	<i>Department</i>
Ed Riveron	954-214-1277	EPG	Service

<i>Model</i>	<i>Serial No.</i>	<i>ID No.</i>	<i>Customer Equipment No.</i>	<i>Service Meter</i>
3516	ZAP00380			HOURS

NOTES:

Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 13950

Approver's signature

Pat Roman

Per Customer request, Pantropic Power Inc. ("PANTROPIC") has estimated repairs on the equipment (includes all components, machines, or other miscellaneous items) listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the equipment to be repaired, additional parts and labor may be necessary. If so, an estimate for additional repairs will be forwarded to Customer for approval. Note: by accepting this Estimate in writing, verbally, or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK", Customer agrees to all terms and conditions set forth herein. **NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER CUSTOMER PURCHASING TERMS.**

1. **Authority to Perform Repairs:** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, PANTROPIC may examine the item of equipment as to work which PANTROPIC may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by PANTROPIC) to be noted on a form as supplied by PANTROPIC.
 - a. **Time and Material Work:** PANTROPIC will proceed with the work agreed upon as set forth herein.
 - b. **Firm Price:** If requested, a firm price in writing will be given to the customer for labor and/or parts to do a specific repair. Any agreed upon repair order not covered by a firm written proposal will be billed at current time and material prices.
 - c. **Unforeseen Problems or Additional Repairs:** **PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE.** In the event that during the course of the work, additional repair work (due to continuous use, unknown problems, working conditions, dirty Equipment, waiting on Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PANTROPIC's control, and items found in need of repair or replacement during disassembly that are not covered herein) is found to be necessary pursuant to Pantropic's examination and inspection of the Machine, then in such event PANTROPIC will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Pantropic is unable to communicate with the Customer, then Pantropic, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, PANTROPIC shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
 - d. **Authority of Customer Personnel:** Unless Customer notifies PANTROPIC in writing, any Customer personnel communicating with PANTROPIC shall have the full authority to authorize repairs. All instructions to PANTROPIC by Customer regarding authority of Customer's personnel to bind (authorize repairs) Customer shall be in writing (via e-mail, courier, or U.S. Mail).
 - e. **Purchase Order:** In the event that a purchase order number is required by Customer, Customer shall provide such purchase order number within 10 business days of receiving a Proforma Invoice from PANTROPIC. If Customer fails to provide such purchase order number within such time period (10 business days of Proforma Invoice), PANTROPIC shall have the right to Invoice the Customer without a purchase order number, and Customer thereby additionally forfeits any rights to dispute such Invoice.
2. **Hold Harmless Agreement for Customer Participation in Service Work:** In the event Customer or Customers' personnel assists PANTROPIC personnel in performing service work, Customer agrees to hold harmless and fully indemnify PANTROPIC for injuries or damages to anyone arising out of Customer assisting PANTROPIC personnel in servicing or repairing Customer's equipment.
3. **Corporate Discount:** No additional corporate discounts may be applied to the above estimated price.
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7. **Miscellaneous:** This proposal is prepared with the most current information available to PANTROPIC.
 - a. The following charges are not included unless stated in this proposal: (State, local, indigent care, Environmental, taxes, freight, etc.) All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - b. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
8. **Risk of Loss:** All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by owner of equipment.
9. **Severability:** Any provisions herein found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this agreement.
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11. **Choice of law, forum and expenses:** Customer shall pay PANTROPIC for reasonable costs, fees and expenses (including attorney's fees and court costs incurred through appellate levels and any post judgment expenses and interest incurred), incurred by PANTROPIC in the event of a controversy regarding this transaction, or in collecting monies due or to become due or incurred in replevying the equipment as a result of Customer ordering equipment and property from PANTROPIC or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Miami-Dade or Broward County. These terms and conditions shall be governed and construed in accordance with the laws of the State of Florida.

File Attachments for Item:

E. Update on the Canvassing Board



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 03/07/2023

SUBMITTED BY: Lanelda Gaskins, Office of the Town Clerk

SUBJECT: Canvassing Boards

SUMMARY:

At the November 16, 2021, meeting, Town Commission discussed the Canvassing Board Members and decided to maintain the Highland Beach Canvassing Board as defined in the Town's Charter.

Also, at the January 31, 2023 Special Meeting, Town Commission requested Town staff provide information about the duties of the Town's Canvassing Board and the alternative option available to the Town. This item is before Town Commission to educate you about the responsibilities of the Canvassing Board and an alternative option.

Currently, the Town maintain its own Canvassing Board in accordance with Section 1.06(7) – "Town Commission Created; Election; Terms; Town Clerk; Qualifications of Electors; General Election Law" of the Charter. The Canvassing Board Members consist of the Town Clerk or designee of the town clerk, the Palm Beach County Supervisor of Elections (SOE) or designee of that office, and one Commissioner appointed by the Town Commission (who is not running for election), which is designated by a resolution.

The Canvassing Board has several responsibilities, whether it is the county canvassing board or the municipal canvassing board. The duties are as follows:

- ❖ At least one member of the Canvassing Board must attend the Logic and Accuracy Test (all electronic or electromechanical voting systems shall be tested prior to an election)
 - ❖ A member of the Canvassing Board must be present at all times ballots are being processed; that is when ballots are being opened, duplicated, and tabulated.
 - ❖ A majority of the Canvassing Board must be present during canvassing of the ballots (making determinations/voting about signature issues on vote-by-mail ballot envelopes, making determination about voter intent, reviewing ballots which have been duplicated). If there is a tie vote, the third member of the Board must be present to break the tie.
-

- ❖ The Canvassing Board must be present at the Supervisor of Elections Voting Equipment Center until all ballots have been collected and canvassed on Election Night.
- ❖ A majority of the Canvassing Board must certify the results of the election, three signatures is preferred. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification. During a stand-alone election, certification may occur after 5:00 p.m. on the second day after the election once the ballots have been canvassed. In conjunction with a county-wide election, certificate may occur anywhere from the 3rd to the 12th day after the election
- ❖ At least three members must be present for a recount, if necessary.
- ❖ A majority of the Canvassing Board must be present at all times during the post-election audit. The SOE will complete the Audit process.

Additional duties of the Town Clerk during this process are:

- ❖ Ensure all Canvassing Board members complete the Signature Verification Training and send certificates to the County SOE prior to the first Canvassing Board Pre-Election meeting.
- ❖ Prepare a Canvassing Board meeting schedule and distribute to the members.
- ❖ Prepare and post the Notice of Logic & Accuracy (L&A) Testing on website and at town hall.
- ❖ The names of the canvassing board members and alternates to be posted on website and at town hall.
- ❖ Provide County SOE with L&A Notice as soon as possible.
- ❖ Prepare Canvassing Board Meeting Agendas and Minutes

Should the Town continue to maintain its own Municipal Canvassing Board beyond year 2024, the Palm Beach County Supervisor of Election may elect not to serve as a Canvassing Board member for the Town.

As an alternative, the County Canvassing Board is an option. According to Florida Statute 102.141(1), the County Canvassing Board is composed of the supervisor of election; a county court judge, who shall act as the chair; and the chair of the board of county commissioners. In addition, alternate canvassing board members must be appointed in the event county canvassing board is unable to serve or is an option in the election being canvassed or is an active participant in the campaign or candidacy of any candidate who has option in the election being canvassed, such member shall be replaced according to the statute. As mentioned above, the responsibilities of a Municipal Canvassing Board and County Canvassing Board are the same.

Please note: When a municipal election runs concurrent with county-wide election, the Division of Election has determined that only the County Canvassing Board can certify the election results.

If the Town decide to designate the County Canvassing Board, this Board will only be responsible for canvassing activities during the election cycle. The Town Clerk will remain as the Filing Officer and individuals interested in running for the offices of the Mayor, Vice-Mayor or Commissioner will continue to file their paperwork with the Town Clerk. Also, the Town Clerk will remain as the Supervisor for Highland Beach elections.

The Town's insurance carrier, Brown and Brown, has confirmed Canvassing Board members who are employees of the town are covered under the insurance plan.

FISCAL IMPACT:

\$20,000 (estimate)

ATTACHMENTS:

Division of Election Reference Guide 0020 – Canvassing Board Membership and Activities

Municipal Canvassing Board and Designation of County Canvassing Board Data

2023 Highland Beach Canvassing Board Schedule

November 16, 2021 Town Commission agenda memorandum and supporting docs.

November 16, 2021 Town Commission meeting minutes

RECOMMENDATION:

At the discretion of the Town Commission.



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 03-2022)(supersedes all prior versions)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

OVERVIEW

- Membership.
 - The Board is composed of three members: the supervisor of elections a county court judge who acts as the chair, and the chair of the board of county commissioners.
- Substitute.
 - Substitutes must be appointed whenever a member is disqualified or unable to serve in accordance with section [102.141](#)(1), Fla. Stat.
 - A substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
- Alternate.
 - The board must have two alternates designated. *The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.*
 - The alternates should be appointed when the canvassing board membership is designated.
 - If not otherwise serving as one of the three canvassing board members, the alternate can be present, observe and communicate with the other board members but cannot vote in the board's decisions or determinations. The process for appointing alternates is set out in section [102.141](#)(1), Fla. Stat.
- Duties.
 - Board members are required to undergo training including signature verification training. The canvassing board is responsible for a number of activities in the conduct of elections and results processing and reporting.
 - Duties begin as early as the pre-election (public logic and accuracy) testing of voting equipment is scheduled which must be within the 25 days before early voting starts in the respective county¹. Duties include but are not limited to canvassing of vote-by-mail ballots which can start as soon after the L&A testing. Duties continue through election night reporting and certification of elections results, and end with the post-election voting system audit, which must be completed no later than the 7th day following the board's certification of the election.
 - This reference guide focuses specifically on the membership requirement for those activities.
- Disqualification and/or removal of members.
 - Authority to remove a canvassing board member. See Division of Elections' Advisory Opinion DE [15-03](#)
 - 'Active participation' by a canvassing board member. See Division of Elections' Advisory Opinion DE [08-10](#).

¹ § 101.657, Fla. Stat. – The minimum mandatory EV period is 8 days beginning 10 days before election day with no less than 8 hours and no more than 12 hours per day. Counties can offer additional days of EV up to the 15th day before Election Day and/or the 2nd day before Election day.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in law or rule, the canvassing board may act when two members are present, thereby constituting a majority. The majority must agree in order to take action. See also DE Advisory Opinion [05-08](#). The chart below details required membership for each category of activity.

Activity	Number of Board Members to be Present	Citation: law(s) and/or rule(s)
Public logic & accuracy testing	<ul style="list-style-type: none"> At least one member for test All members to certify the accuracy of test 	Section 101.5612 (2), Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> Majority to be present to approve ballots to be duplicated At least one member to be present during duplication of ballots 	Sections 101.5614 (5), 101.68 , and 102.141 (8), Fla. Stat.
Canvassing vote-by-mail ballots	<ul style="list-style-type: none"> Majority to approve and order the opening of the ballots At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141 (2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141 (2), Fla. Stat.
Finding signatures on provisional ballot or vote-by-mail ballot certificate/cure affidavit and voter record do not match signature	<ul style="list-style-type: none"> Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141 (2), Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Recount	<ul style="list-style-type: none"> Majority at all times during recount process All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results and conduct of elections report	<ul style="list-style-type: none"> Majority to certify results 	Section 102.141 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026 (4)(e), Fla. Admin. Code

Municipal Canvassing Boards and Designated Use of County Canvassing Board

	MUNICIPALITY	YES	NO
1	ATLANTIS	YES	
2	BELLE GLADE	YES	
3	BOCA RATON	YES	
4	BOYNTON BEACH	YES	
5	BRINY BREEZES	YES	
6	CLOUD LAKE	YES	
7	DELRAY BEACH		NO
8	GLEN RIDGE	YES	
9	GOLF (Village of)	YES	
10	GREENACRES	YES	
11	GULF STREAM	YES	
12	HAVERHILL	YES	
13	HIGHLAND BEACH		NO
14	HYPOLUXO	YES	
15	JUNO BEACH	YES	
16	JUPITER	YES	
17	JUPITER INLET COLONY	YES	
18	LAKE CLARK SHORES	YES	
19	LAKE PARK	YES	
20	LAKE WORTH BEACH	YES	
21	LANTANA	YES	
22	LOXAHATCHEE GROVES	YES	
23	MANALAPAN	YES	
24	NORTH PALM BEACH	YES	
25	OCEAN RIDGE	YES	
26	MANGONIA PARK	YES	
27	PAHOKEE	YES	
28	PALM BEACH GARDENS	YES	
29	PALM BEACH SHORES	YES	
30	PALM SPRINGS	YES	
31	RIVIERA BEACH	YES	
32	ROYAL PALM BEACH	YES	
33	SOUTH BAY	YES	
34	TOWN OF PALM BEACH		NO
35	TEQUESTA	YES	
36	WELLINGTON	YES	
37	WESTLAKE	YES	
38	WEST PALM BEACH		NO



MEMORANDUM

Town Clerk's Office

TO: Vice Mayor Natasha Moore
Commissioner Evalyn David
Administrative Support Specialist Jaclyn Dehart

FROM: Lanelda Gaskins, MMC, Town Clerk *ylg*

DATE: February 16, 2023

SUBJECT: 2023 Municipal Elections - Canvassing Schedule

At the November 22, 2022, Special Meeting, Town Commission approved Resolution No. 2022-031 designating Vice Mayor Natasha Moore and Commissioner Evalyn David to serve on the Town's Municipal Canvassing Board for the March 14, 2023 General Election. In addition, Administrative Support Specialist Jaclyn DeHart and I are members of the Town's Canvassing Board.

Listed below is the 2023 Canvassing Board Schedule provided by Palm Beach County Supervisor of Elections Wendy Sartory Link. **Please note:** Dates and/or times are subject to change due to the volume of ballots to be opened and canvassed.

Activity	DATE	TIME	LOCATION
Pre-Election Canvassing Board Meeting – 2023 Municipal Elections All Members Present	Wednesday 02/22/2023	2:00 p.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Canvassing Board Meeting Logic & Accuracy Testing One Member	Friday 03/03/2023	10:00 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Opening, Tabulation & Clearballot Majority Members	Friday 03/10/2023	10:00 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Canvassing Board Meeting Majority Members	Friday 03/10/2023	11:30 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach

ACTIVITY	DATE	TIME	LOCATION
Highland Beach Canvassing Board – Opening, Tabulations, Clearballot Majority Members	Monday 03/13/2023	10:00 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Canvassing Board Meeting Majority Members	Monday 3/13/2023	11:30 a.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Election day Vote by Mail Ballot Opening, Tabulation, and Duplication All Members	Tuesday 03/14/2023	3:00 p.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Election day Highland Beach Canvassing Board Meeting All Members	Tuesday 03/14/2023	6:00 p.m. until election process has concluded.	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Highland Beach Canvassing Board Meeting Majority Members	Thursday 03/16/2023	4:30 p.m. until election process has concluded	SOE Service Center 7835 Central Industrial Drive Riviera Beach
Post-Election Audit of Voting System Majority Members	Wednesday Tuesday 03/22/2023	4:30 p.m.	SOE Service Center 7835 Central Industrial Drive Riviera Beach

Feel free to contact me at 561-278-4548, 954-647-4591 or lgaskins@highlandbeach.us if you have any questions regarding this matter.

lg

Attachments:

SOE 2023 Municipal Elections – Canvassing Schedule
Department of State Reference Guide 0030 -Canvassing Board and Activities)

cc: Mayor Douglas Hillman
Commissioner John Shoemaker
Commissioner David Stern
Town Manager Marshall Labadie

2023 Municipal Elections - Canvassing Schedule



Activity	Status	DATE	TIME	STATUTE	LOCATION
<p>Access to Ballot Materials - Those qualified to receive access to ballot materials pursuant to 101.572(2), Florida Statutes, may request an appointment during designated Public Inspection by email at votebyemail@votepalmbeach.gov or by telephone at 561-656-6208. Requests must be made at least 48 hours in advance of requested access and must include specific materials to which requestor would like access.</p> <p>https://app.smartsheet.com/b/form/3f39cc71df6e40fbac1f9b4f9f8f04ab</p> <p>Acceso a Materiales de Boletas- Todos los calificados para tener acceso a los materiales de boletas de acuerdo al 101.572 (2) Estatutos de la Florida, pueden solicitar una cita durante la Inspeccion Publica designada por correo electronico a votebyemail@palmbeach.gov o por teléfono al 561-656-6208. Las solicitudes deben realizarse por lo menos 48 horas antes del acceso solicitado y deben incluir los materiales específicos a cual el solicitante desea tener acceso.</p> <p>https://app.smartsheet.com/b/form/3f39cc71df6e40fbac1f9b4f9f8f04ab</p> <p>Palm Beach County Canvassing Board Members</p> <p>Miembros de la Junta de Escrutinio</p>			<p>Items highlighted in BLUE are Municipalities that have opted to maintain their own Canvassing Board for ballot canvassing.</p>	<p>Please Note: Dates and/or times are subject to change due to the volume of ballots to be opened and canvassed. The opening and canvassing of ballots may include weekends and holidays.</p>	<p>Por favor tome nota: Fechas y/o horas estan sujetas a cambios, debido al volumen de boletas para ser abiertas y al escrutinio. La apertura y el escrutinio de las boletas pueden incluir fines de semana y feriados.</p>
Chair: Judge April Bristow			Alt - TBD		
Honorable Wendy Sartory Link Supervisor of Elections			Alt - TBD		
Commissioner Gregg Weiss County Commissioner			Alt - Commissioner Maria Marino		
Municipal Elections Elecciones municipales					
MUNICIPAL		03/14/23			
MUNICIPAL ACTIVITY		DATE	TIME		LOCATION
		03/03/23			
CANVASSING BOARD MEETING		03/03/23	10:00 a.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO					
CANVASSING BOARD MEETING Delray Beach and Highland Beach		03/03/23	10:00 a.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Delray Beach y Highland Beach					
L & A Test		03/03/23	10:00 a.m.	F.S. 101.5612	SOE Service Center 7835 Central Industrial DR Riviera Beach
Prueba de Lógica y Precisión					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
16	L & A Test - Municipal Delray Beach and Highland Beach		03/03/23	10:00 a.m.	F.S. 101.5612	SOE Service Center 7835 Central Industrial DR Riviera Beach
	Prueba de Lógica y Precisión - Municipal Delray Beach y Highland Beach					
17	03/10/23					
18	PUBLIC VIEWING		03/10/23	8:45 a.m.- 9:15 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	VISTA PÚBLICA					
	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/10/23	9:30 a.m. - 10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
19	INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
20	MUNICIPAL - Delray Beach and Highland Beach OPENING, TABULATION & CLEARBALLOT		03/10/23	10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	DUPLICATION			DUPLICATION: 10:30 a.m.as needed		
	MUNICIPAL - Delray Beach y Highland Beach APERTURA , TABULACIÓN, ESCANEO CLEARBALLOT			DUPLICACIÓN: 10:30 am según sea necesario		
	DUPLICACIÓN					
21	OPENING, Tabulation, ClearBallot Scan		03/10/23	10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	DUPLICATION			DUPLICATION: 10:30 a.m.as needed		
	APERTURA, Tabulación, Escaneo ClearBallot			DUPLICACIÓN: 10:30 am según sea necesario		
	DUPLICACIÓN					
22	Delray Beach		03/10/23	11:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	Boleta de voto por correo Delray Beach					
	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations					
	REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
23	Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/10/23	11:30 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
24	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/10/23	2:00 p.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
25	03/13/23					
26	PUBLIC VIEWING VISTA PÚBLICA		03/13/23	8:45 a.m.- 9:15 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
27	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2) INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)		03/13/23	9:30 a.m. - 10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
28	OPENING, Tabulation, ClearBallot Scan DUPLICATION APERTURA, Tabulación, Escaneo ClearBallot DUPLICACIÓN		03/13/23	10:00 a.m. DUPLICATION: 10:30 a.m.as needed DUPLICACIÓN: 10:30 am según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach
29	MUNICIPAL - Delray Beach and Highland Beach OPENING, TABULATION & CLEARBALLOT DUPLICATION MUNICIPAL - Delray Beach y Highland Beach APERTURA , TABULACIÓN, ESCANEO CLEARBALLOT DUPLICACIÓN		03/13/23	10:00 a.m. DUPLICATION: 10:30 a.m.as needed DUPLICACIÓN: 10:30 am según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach

Activity	Status	DATE	TIME	STATUTE	LOCATION
Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/13/23	11:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/13/23	11:30 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/13/23	2:00 p.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
03/14/23					
PUBLIC VIEWING		03/14/23	1:30 p.m.- 1:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA		03/14/23	2:00 p.m. - 2:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)					
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
36	ELECTION DAY - Vote by Mail Ballots - Provisional Ballots - Opening/Canvassing/ - Tabulation/ClearBallot - Scan and Duplication DÍA DE ELECCIÓN - Boletas de voto por correo - Papeletas Provisionales - Apertura/Escrutinio/ - Tabulación/ClearBallot - Escaneo y Duplicación		03/14/23	3:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
37	MUNICIPAL - Delray Beach and Highland Beach OPENING & TABULATION DUPLICATION MUNICIPAL - Delray Beach y Highland Beach APERTURA Y TABULACIÓN DUPLICACIÓN		03/14/23	3:00 pm		SOE Service Center 7835 Central Industrial DR Riviera Beach
38	DUPLICATION of Vote By Mail Ballots DUPLICACIÓN de Boletas de Voto por Correo		03/14/23	3:00 p.m. and as needed 3:00 p.m. y según sea necesario		SOE Service Center 7835 Central Industrial DR Riviera Beach
39	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/14/23	5:00 p.m.	F.S.101.68	SOE Service Center 7835 Central Industrial DR Riviera Beach
40	Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/14/23	6:00 p.m. and until the election process has concluded 6:00 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach

Activity	Status	DATE	TIME	STATUTE	LOCATION
Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto		03/14/23	6:00 p.m. and until the election process has concluded 6:00 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach
PUBLIC VIEWING		03/14/23	8:00 p.m.- 8:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/14/23	8:30 p.m. - 8:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)a					
03/16/23					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/16/23	3:30 p.m. - 4:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots		03/16/23	4:30 p.m.	Election Certification	SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales					

Activity	Status	DATE	TIME	STATUTE	LOCATION
47	PROCESSING - Vote By Mail Ballots (as needed) - Opening - Tabulation - ClearBallot Scan - Duplicating	03/16/23	4:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
48	PROCESAMIENTO - Boletas de voto por correo (según sea necesario) - Apertura - Tabulación - Escaneo ClearBallot - Duplicación				
49	Delray Beach Boleta de voto por correo Delray Beach CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales	03/16/23	4:30 p.m. and until the election process has concluded 4:30 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach
50	Highland Beach Boleta de voto por correo Highland Beach CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales	03/16/23	4:30 p.m. and until the election process has concluded 4:30 p.m. y hasta que el proceso electoral haya concluido		SOE Service Center 7835 Central Industrial DR Riviera Beach
51	MUNICIPAL ELECTION POST-ELECTION	DATE	TME	STATUTE	LOCATION
52	RECOUNT L&A FOR MUNICIPALITIES - As Necessary	03/17/23	8:30 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
53	RECUENTO L&A PARA MUNICIPIOS - Según sea necesario	03/22/23			
54	AUDIT - Post-Election Voting System AUDIT - Sistema de Votación Postelectoral	03/22/23	4:30 p.m.	F.S. 101.591 No later than 11:59 p.m. on 7th day following certification of election	SOE Service Center 7835 Central Industrial DR Riviera Beach

Activity	Status	DATE	TIME	STATUTE	LOCATION
MUNICIPAL - Delray Beach and Highland Beach AUDIT - Post-Election Voting System		03/22/23	4:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
MUNICIPAL - Delray Beach y Highland Beach AUDIT - Sistema de Votación Postelectora					
MUNICIPAL RUN-OFF ACTIVITY	AS NEEDED	03/28/23	TIME	STATUTE	LOCATION
		03/24/23			
L&A for Municipal Run-off		03/24/23	10:00 a.m.	F.S. 101.5612	SOE Service Center 7835 Central Industrial DR Riviera Beach
L&A para Municipal Escorrentía					
		03/27/23			
PUBLIC VIEWING		03/27/23	8:45 a.m. - 9:15 a.m		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/27/23	9:30 a.m.- 10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
OPENING, Tabulation, ClearBallot Scan and Duplication of Vote by Mail Ballots (as needed)		03/27/23	10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
APERTURA, Tabulación, Escaneo ClearBallot y Duplicación de Boletas de Voto por Correo (según sea necesario)					
PUBLIC VIEWING		03/27/23	12:30 p.m. - 1:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/27/23	1:00 p.m. - 1:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					

	Activity	Status	DATE	TIME	STATUTE	LOCATION
65	CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations		03/27/23	2:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto					
66	03/28/23					
67	PUBLIC VIEWING VISTA PÚBLICA		03/28/23	1:00 p.m. - 1:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/28/23	1:30 p.m. - 1:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
68	INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales *Cita requerida *Cualificación requerida por FS 101.572(2)					
	ELECTION DAY - Vote by Mail Ballots - Provisional Ballots - Opening/Canvassing/ - Tabulation/ClearBallot - Scan and Duplication		03/28/23	2:30 p.m. Duplication as needed throughout the day		SOE Service Center 7835 Central Industrial DR Riviera Beach
69	DÍA DE ELECCIÓN - Boletas de voto por correo - Papeletas Provisionales - Apertura/Escrutinio/ - Tabulación/ClearBallot - Escaneo y Duplicación Escaneo y Duplicación					
70	PUBLIC VIEWING VISTA PÚBLICA		03/28/23	3:30 p.m. - 3:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
	PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/28/23	4:00 p.m. - 4:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
71	INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales *Cita requerida *Cualificación requerida por FS 101.572(2)					
72	Municipality Canvassing Board for Run-Off if applicable					

Activity	Status	DATE	TIME	STATUTE	LOCATION
73 CANVASSING BOARD MEETING Canvassing of (as needed): - VBM referred ballots - Duplicated ballots - Voter intent determinations		03/28/23	5:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario): - Boletas referidas a VBM - Papeletas duplicadas - Determinaciones de intención de voto					
74 PUBLIC VIEWING		03/28/23	8:00 p.m. - 8:15 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
VISTA PÚBLICA					
75 PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/28/23	8:30 p.m. - 8:45 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
76		03/30/23			
77 PUBLIC INSPECTION - Vote by Mail Ballots - Election Materials *Appointment required *Qualification required per F.S. 101.572(2)		03/30/23	3:30 p.m. - 4:00 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
INSPECCIÓN PÚBLICA - Boletas de voto por correo - Materiales Electorales * Cita requerida *Cualificación requerida por FS 101.572(2)					
78 CANVASSING BOARD MEETING Canvassing of (as needed) - VBM referred ballots - Duplication - Voter Intention - Provisional Ballots		03/30/23	4:30 p.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
REUNIÓN DE LA JUNTA DE ESCRUTINIO Escrutinio de (según sea necesario) - Boletas referidas a VBM - Duplicación - Intención de Votante - Papeletas Provisionales					
79		03/31/23			
80 RECOUNT L & A - As Necessary		03/31/23	10:00 a.m.		SOE Service Center 7835 Central Industrial DR Riviera Beach
RECUENTO L & A - Según sea necesario					
81 RECOUNT - As Necessary		03/31/23	Immediately following the L&A		SOE Service Center 7835 Central Industrial DR Riviera Beach
RECUENTO - Según sea necesario					

Activity	Status	DATE	TIME	STATUTE	LOCATION
82		04/05/23			
		04/05/23	9:00 a.m.	F.S.101.591	SOE Service Center
83					7835 Central Industrial DR Riviera Beach



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 11/16/2021

SUBMITTED BY: Lanelda Gaskins, Town Clerk

SUBJECT: Discussion on the Town's future Elections and Canvassing Board Members

SUMMARY:

This item is before Town Commission to discuss the Town's future Elections and Canvassing Board Members.

The Palm Beach County Supervisor of Elections (SOE) has provided the attached letters to each municipality for consideration. The SOE is extending additional services to the Town, which are optional. The SOE is willing to serve as the official Supervisor and use the County Canvassing Board for the Town's elections. The County Canvassing Board members are composed of the Supervisor of Elections, a County Court Judge who shall act as the chair, and the chair of the Board of County Commissioners.

Currently, the Town Clerk administers the Town's elections. In addition, the Commission designates the Town's Canvassing Board members by resolution, according to Section 1.06 (7) of the Town's Charter. The Town's Canvassing Board members consist of the Town Clerk or designee of the town clerk, the Palm Beach County Supervisor of Elections or designee of that office, and one Commissioner appointed by the Town Commissioners (who is not running for election).

Note: The duties and responsibilities of the Town (Town Clerk), the Supervisor of Elections, and the County Canvassing Board are in the SOE letter dated August 10, 2021.

If the Town Commission decides to modify the Town's Charter to designate the Palm Beach County Supervisor of Elections as the official Supervisor and use the County Canvassing Board for the Town's elections, it will require a referendum ballot question to change the Town's Charter.

The town staff is seeking direction from the Commission.

FISCAL IMPACT:

Estimated Cost \$18,000. The actual cost is to be determined after the 2022 March Election.

ATTACHMENTS:

Palm Beach County Supervisor of Elections Letters

Sections 1.06 (6) and 1.06 (7) of the Town's Charter

RECOMMENDATION:

Town Commission discretion.



Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County



August 10, 2021

Dear Municipal Clerks,

I hope this letter finds you well!

Based on the various questions the Supervisor of Elections office (SOE) received before, during, and after the Clerk workshop, we thought it would be helpful to lay out each of the municipalities' duties, as well as what the Supervisor of Elections will be responsible for, if you choose to have the Supervisor of Elections oversee your elections. Many of you will already know most of this, but for some of our newer Clerks, or those who have not had an election in a while, we hope this will serve as a helpful overview of the process.

Step 1: Qualifying

The first stage of any election is Qualifying. At this stage, prospective candidates will work to qualify for placement on the ballot by either paying the required filing fee or submitting the number of petition signatures necessary to be eligible for whichever office for which they are running. The Qualifying officer is the person or office responsible for collecting those fees or signatures.

When the office or question is specific to a municipality, that municipal government (i.e. city commission, town council, etc.) is the qualifying officer, and therefore, usually the municipal clerk has the responsibility to collect filing fees and petitions. In other words, municipalities are responsible for facilitating their elections according to the municipality's rules (charters, ordinances, etc.); this includes stand-alone elections and municipal elections that piggy-back on county-wide elections.

Municipalities are and will always be responsible for:

- Collecting petitions;
- Collecting filing fees; and
- Posting notices or advertisements required by municipal charters/ordinances not already required by statute.

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416

Telephone: 561.656.6200 | Fax Number: 561.656.6287

The Supervisor of Elections is responsible for:

- Verifying petition signatures (once municipalities have dropped them off to our main office), certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify; and
- Posting legal notices required by Florida Law (this is a responsibility we have agreed to in the contract).

If more than one candidate qualifies for the same race, and/or if your municipality has an issue that needs to be voted on, you must notify our office that you will have an election.

As we discussed on the call, qualifying must be complete and all ballot language must be sent to the SOE 95 days before the election. Under extenuating circumstances, we have extended a “grace period” of no later than 90 days before the election. The SOE reserves the right to not administer a municipal election if the municipality does not provide all ballot information by the 90-day deadline. For the March stand-alone Municipal Elections, the 95-day deadline is December 3, 2021.

Step 2: Polling Locations

Municipalities are ultimately responsible for securing their own polling location(s) for stand-alone municipal elections. If the municipality is having an election in conjunction with a county or state-wide election, the SOE will secure all polling locations. Under federal law, a polling location must comply with the Department of Justice (DOJ) standards (i.e., ADA accessibility, parking requirements, etc.). During a county or state-wide election, the SOE uses polling locations that meet DOJ standards. Upon request, our office will provide the municipality with the list of the polling locations that are currently assigned to your municipal precincts. Municipalities are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, a Department of Justice survey must be performed.

During a stand-alone municipal election the municipality is responsible for:

- Securing and contracting with polling location(s) and either confirming to the SOE that the same location(s) will be used or notifying the SOE of any change at least 60 days prior to the election;
- Coordinating with Voting Equipment Center manager (Hector Lugo) regarding delivery and security of voting equipment;

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- Coordinating Monday set-up and 5:30 am access on Election Day; and
- Paying for voter information cards which are **required by law** to be sent to each voter whose polling location is affected both before the election, and after the election.

The Supervisor of Elections will:

- Schedule a site visit to any previously unused polling location to ensure DOJ compliance. All costs associated with any necessary site visits will be charged to the municipality;
- Print and mail voter information cards; and
- Deliver equipment to the designated location and pick up the equipment after the election.

Step 3: Ballots

Municipal races, candidates, questions/issues must be provided to the SOE as soon as available but no later than 95 days before the election, or if arrangements have been made, no later than the 90-day grace period. Once the information is provided, the SOE will program the election. The SOE will lay out ballots, proof them, and send them to the municipalities for final approval, before sending them to the printers. In Palm Beach County, we are subject to a law that requires us to provide in Spanish everything we provide in English. That includes all legal ads and ballot language. We are also required to provide ADA accessible equipment (the ExpressVote), which also need to be programmed in English, Spanish, and Creole.

The Municipality is and will always be responsible for:

- Submitting language (names, races, question/issue wording) immediately after qualifying (but no later than the 95-day deadline);
- Proofing and approving final ballot layout and content prior to printing; and
- Paying for translations.

The Supervisor of Elections will:

- Program the Election;
- Lay out the ballot (in accordance with Florida law);
- Proofread the ballot (based on the language provided by the municipality);
- Arrange for certified translation of ballot;
- Coordinate with printer;
- Mail Vote-By-Mail ballots; and

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- Arrange for delivery of Election Day Ballots to polling locations.

Step 4: Canvassing

County Canvassing Boards, pursuant to Florida Statutes, Section 101.141(1), are “composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners.” When Municipalities hold stand-alone elections, they have the ability to determine who will act as their Canvassing Board. When they are part of a county-wide election, the Division of Elections has determined that only the County Canvassing Board can certify the election results.

Regardless of the kind of election, Florida law states that no member of the Canvassing Board may be “a candidate who has opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.” F.S. 101.141(1). In other words, all members of the canvassing board(s) must remain impartial at all times, whether canvassing or not. While serving on the Canvassing Board, the member must also behave in a nonpartisan manner. If a member of the canvassing board has endorsed a candidate in an election, that member may not canvass ballots for that election.

The Canvassing Board has several responsibilities, whether it is a county canvassing board or a municipal canvassing board.

- At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.
- A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated.
- A majority of the Canvassing Board must be present during Canvassing of the ballots (making determinations/voting about signature issues on vote-by-mail ballot envelopes, making determinations about voter intent, reviewing ballots which have been duplicated). If there is a tie vote, the third member of the Board must be present to break the tie.
- The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.
- A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification. During a stand-alone election, certification may occur after 5:00 pm on the second day after the election once all ballots have been canvassed. In conjunction with a

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county-wide election, certification may occur anywhere from the 3rd to the 12th day after the election.

- At least three members must be present for a recount, if necessary.
- A majority of the Canvassing Board must be present at all times during the post-election Audit. The SOE staff will complete the Audit process.

Should your municipality wish to take advantage of a county canvassing board in your future stand-alone elections, the SOE has drafted suggested language for an ordinance which would (1) confirm the Municipal Clerk's authority to delegate duties to the SOE as necessary (such as recruiting and assigning poll workers) without any additional authorization from the Municipal government, and (2) delegate all Canvassing responsibilities to a county canvassing board:

The [CITY/TOWN/MUNICIPAL] Clerk of [MUNICIPALITY] shall be the official representative of the municipality and the [CITY/TOWN/MUNICIPAL COMMISSION/COUNCIL] in all transactions with the Supervisor of Elections of Palm Beach County, Florida, in relation to matters pertaining to the use of the registration books and records herein mentioned for holding such municipal elections.

[MUNICIPALITY] delegates all canvassing duties as defined in applicable Florida Statute¹ and Florida Administrative Code² to the County Canvassing Board appointed by the Palm Beach County Commission and the Chief Judge of the Fifteenth Judicial Circuit and will be composed of the supervisor of elections; a county court judge, who shall act as chair; and the chair of the board of county commissioners, or their respective alternates or substitutes. See §102.141, Florida Statutes (2020).

Alternatively, if your municipality chooses not to designate the SOE as the official Supervisor of your Municipal Election, as suggested in the June 2021 Charter Recommendation letter, you may want to consider listing the Supervisor of Elections as a substitute, not an alternate, in the event there is an emergency, and no canvassing board members or alternates can be present for some reason.

¹ This includes, but is not limited to, the following Sections: F.S. 102.141, F.S. 101.5612, F.S. 101.68, F.S. 101.6925, F.S. 101.048, F.S. 101.049, F.S. 102.166, F.S. 102.151, and F.S. 101.591.

² This includes, but is not limited to, the following rules: Rule 1S-027, 1S-031, 1S-2.037, and 1S-5.026.

Step 5: Recruitment, Training, and Payment of Poll Workers

The Supervisor of Elections will recruit all election workers, primarily from our existing pool of successful poll workers. The SOE will also coordinate training classes and assignments. In the event the SOE is having trouble finding poll workers to staff a particular municipality, the SOE may reach out to that Municipal Clerk for assistance. There will be no additional cost for recruitment. However, processing payroll and issuing paychecks will be the responsibility of the municipality.

Step 6: Poll Watchers

The Municipal Clerk will be responsible for collecting the Designation of Poll Watchers form and submitting it to the SOE for processing. The SOE will then use that form to make the required identification badges and call the Municipal Clerk to pick them up when they are ready. The municipality will be responsible for all costs associated with the preparation of the badges. The Municipal Clerk will make a master poll watcher list to be supplied to their poll workers on Election Day.

Step 7: Election Day

Election Day is the day people are most familiar with. Polls open at 7:00 a.m. so it is very important that poll workers set up and test their connectivity the day before (Monday) and arrive at the polling location no later than 5:30 a.m. on Election Day. We have found that most poll workers appreciate the time to get organized and to troubleshoot if necessary.

Once polls close at the end of the day, some Municipal Clerks choose to bring ballots back the VEC warehouse themselves; however, if the Municipal Clerk prefers to be at the VEC on Election Day, they may designate the polling location clerk and another poll worker (of a different political party affiliation than the clerk) to transport ballots at the end of the night.

The Canvassing Board must stay at the warehouse **until all ballots are collected and canvassed** on Election Night. Typically, this is complete between midnight and 2:00 a.m. If the County Canvassing Board is canvassing the municipal election(s), Municipal Clerks are free to leave after all ballots have been delivered and all results have been modemed from the polling location tabulators to the SOE.

Step 8: Post-Election

Voters have until 5:00 p.m. two (2) days after Election Day to cure any signature deficiencies. At that time, the Canvassing Board will vote to certify the election.

In the event there is a recount, all members of the Canvassing Board must be present throughout. The Supervisor of Elections and SOE staff will facilitate a machine recount, and a manual recount, if necessary.³

If your municipality allows for runoffs (if there is a tie, or if you have a requirement that a candidate in a 3-person race must obtain 50% of the vote to win), that will essentially be a new election and we will start the entire process over, beginning with Logic and Accuracy Testing.

Finally, some of you have asked about the laws governing Municipal Elections. Anything that is not explicitly set forth in your charters and ordinances will default to Florida Law:

100.3605 Conduct of municipal elections.—

(1) The Florida Election Code, chapters 97-106, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities.

(2) The governing body of a municipality may, by ordinance, change the dates for qualifying and for the election of members of the governing body of the municipality and provide for the orderly transition of office resulting from such date changes.

As such, the Supervisor of Elections will always conduct elections in accordance with Florida Law, and if you are unsure about what your obligations are, you can always refer to the Florida Election Code (Florida Statutes, Chapters 97-107) and the Florida Administrative Code.

³ A machine recount must be ordered (by the Canvassing Board) if the 1st set of unofficial returns (the results after the signature cure deadline) indicates that a candidate or issue was defeated or eliminated by .5 of 1% or less of the total votes cast for the office/question. If, after a machine recount, the candidate or issue was defeated by .25 of 1% or less, the Canvassing Board must order a manual, or hand recount.

Conclusion

Should your municipality opt to have the Supervisor of Elections and a County Canvassing Board administer your elections, the SOE will handle most of the responsibilities it would during a normal county-wide election, as outlined in this letter.

The municipality will be responsible for all costs associated with their elections and the municipality will still be the qualifying officer, but the municipal clerk will not be responsible for administering or canvassing the election. The municipality will still be responsible for securing polling locations.

As we have discussed, we will continue to send Smartsheet forms to you to update. Completing and submitting those to us in a timely manner will help the Supervisor of Elections to efficiently coordinate your elections. You will receive updates and reminders to complete your duties at each step along the way, and if you have questions, we will always do our best to assist in any way we can.

We appreciate your partnership and look forward to many more successful elections!

Sincerely,



Wendy Sartory Link
Supervisor of Elections Palm Beach County

WSL/adh

Enclosures

cc: kpuhalainen@atantisfl.gov, dbuff@belleglade-fl.com, msiddons@myboca.us, gibsonc@bbfl.us, brinytownclerk@yahoo.com, townofcloudlake@msn.com, johnsonk@mydelraybeach.com, glenridgetownof@bellsouth.net, dlynn@villageofgolf.org, qmoorer@greenacresfl.gov, rtaylor@gulf-stream.org, jrutan@townofhaverhill-fl.gov, lgaskins@highlandbeach.us, dgualtieri@hypoluxo.org, ccopeland@juno-beach.fl.us, laurac@jupiter.fl.us, randazzo@jupiterinletcolony.org, mpinkerman@lakeclarke.org, vmendez@lakeparkflorida.gov, mcoyne@lakeworthbeachfl.gov, kdominguez@lantana.org, lburch@loxahatcheegrovesfl.gov, lpetersen@manalapan.org, salbury@tompfl.com, jgreen@village-npb.org, karmstrong@oceanridgeflorida.com, twarner@cityofpahokee.com, gnieves@townofpalmbeach.com, psnider@pbgfl.com, ebrowning@pbstownhall.org, kwynn@vpsfl.org, crobinson@rivierabeach.org, ddisanto@royalpalmbeach.com, sbcityclerk@southbaycity.com, yvalvarez@southpalmbeach.com, lmcowilliams@tequesta.org, caddie@wellingtonfl.gov, zburgess@westlakegov.com, cityclerk@wpb.org

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Telephone: 561.656.6200 | Fax Number: 561.656.6287



Polling Place Accessibility

DE Reference Guide 0014 (eff. 3/2018)

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HISTORY

- **State law required a one-time polling place accessibility survey in 2003.**
 - Supervisors of Elections required to survey each polling place for accessibility by September 1, 2003 in accordance with standards under s. [101.715](#), Florida Statutes, that would take effect on July 1, 2004. See Section 17, [Ch 2002-281](#), Laws of Florida.
 - The Department of State adopted Rule 1S-2.035 which incorporated the survey instrument for use in 2003. The rule was repealed on 11/1/2015 and the 2003 survey instrument is available upon request for historical reference only. Refer to s. [101.715](#), Florida Statutes, and the U.S. Department of Justice, Civil Rights Division, Disability Rights Section's Polling Place Accessibility Checklist in Part 3 of the ADA Checklist for Polling Places through link below under Resources for ADA Accessibility Standards.

CURRENT STATUTORY REQUIREMENT

- **Section [101.715](#), Florida Statutes, provides:**
 - All polling places must be accessible and usable by people with disabilities, as provided in this section.
 - Each polling place used for federal, state, and local elections must comply with the Florida Americans with Disabilities Accessibility Implementation Act, ss. [553.501-553.513](#), Fla. Stat., for all portions of the polling place or the structure in which it is located that voters traverse going to and from the polling place and during the voting process, regardless of the age or function of the building.
 - The selection of a polling site must ensure accessibility with respect to the following accessible elements, spaces, scope, and technical requirements: accessible route, space allowance and reach ranges, protruding objects, ground and floor surfaces, parking and passenger loading zones, curb ramps, ramps, stairs, elevators, platform lifts, doors, entrances, path of egress, controls and operating mechanisms, signage, and all other minimum requirements.
 - Standards required at each polling place, no matter the building's age or function, include:
 - For polling places that provide parking spaces for voters, one or more signed accessible parking spaces for disabled persons.
 - Signage identifying an accessible path of travel to the polling place if it differs from the primary route or entrance.
 - An unobstructed path of travel to the polling place.
 - Level, firm, stable, and slip-resistant surfaces.
 - An unobstructed area for voting.
 - Sufficient lighting along the accessible path of travel and within the polling place.

RESOURCES FOR ADA ACCESSIBILITY STANDARDS

- The [2012 Florida Accessibility Code for Building Construction](#) (Feb 2012), adopted pursuant to s. 553.503, Fla. Stat.
- The [2010 ADA Standards for Accessible Design](#) (Sep. 2010), published by the U.S. Department of Justice.
 - This is the basis for [2012 Florida Accessibility Code for Building Construction](#), above.
- Publications by the U.S. Department of Justice, Civil Rights Division, Disability Rights Section:
 - [The ADA Checklist for Polling Places](#) (June 2016) includes Polling Place Accessibility Checklist under Part 3
 - [The Americans with Disabilities Act and Other Federal Laws Protecting the Rights of Voters with Disabilities Solutions for Five Common ADA Access Problems at Polling Places](#)



Canvassing Board Membership and Activities

DE Reference Guide 0020 (Updated 09-2019) (supersedes all prior versions)

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OVERVIEW

- Canvassing board.
 - The county canvassing board is composed of three members: the supervisor of elections; a county court judge who acts as the chair, and the chair of the board of county commissioners.
 - Aside from attendance at training workshops, a board member's duties will begin as early as the pre-election testing of voting equipment scheduled within the 10 days before early voting, intensify as canvassing of vote-by-mail ballots begin which may start as early as 15 days before an election and continue through election night reporting, post-election voting system audits, and certification of election results.
- Substitute.
 - The law requires substitutes to be appointed whenever a member is unable to serve or is disqualified from serving.
 - The substitute cannot be a candidate with opposition in the election being canvassed and cannot be an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed. For what constitutes active participation in the campaign or candidacy of a candidate, see Division of Elections Advisory Opinion [DE 09-07](#).
 - The process for appointing a substitute is set out in section [102.141\(1\)](#), Fla. Stat.
- Alternate.
 - Each canvassing board must have two alternates designated. The long-term service on a canvassing board can place an undue burden on a volunteer member's other professional and personal obligations. Therefore, an alternate serves as a back-up in the event a member is unable to participate in a meeting of the board.
 - The alternates are to be appointed as close in time to when the canvassing board membership is designated.
 - If not otherwise serving as one of the three members of the canvassing board, the alternate can be present, observe and communicate with the other members of the board but cannot vote in the board's decisions or determinations. The process for appointing alternates to the canvassing board is set out in section [102.141\(1\)](#), Fla. Stat.
- Duties.
 - The canvassing board is charged by law with a number of activities in the conduct of elections and ascertainment of results.
 - This reference guide focuses specifically on the membership requirement for those activities.

REQUISITE MEMBERSHIP FOR CANVASSING BOARD ACTIVITIES

- Unless otherwise specified in statute or rule, the canvassing board may act when two members of the board are present, thereby constituting a majority, as long as the two members present are in agreement as to the action to be taken. If they are not in agreement, then a majority of the board has not approved the action. See also DE Advisory Opinion [05-08](#). The chart on the following page details requisite membership attendance based on category of activity.

Activity	Number of Canvassing Board Members Required to be Present	Underlying statute(s) and/or rule for activity
Public logic & accuracy testing	<ul style="list-style-type: none"> At least one member for test All members to certify the accuracy of test 	Section 101.5612 (2), Fla. Stat.
Canvassing of vote-by-mail ballots	<ul style="list-style-type: none"> Majority to approve and order the opening of the ballots At least one member to be present at all times during opening and running of the ballots through tabulation system 	Sections 101.68 , 101.6925 , and 102.141 (2) & (8), Fla. Stat.
Determination to count or reject vote-by-mail ballots (e.g., signature mismatch)	<ul style="list-style-type: none"> Majority to determine whether to count or reject a ballot 	Sections 101.68 , 101.6925 , and 102.141 (2), Fla. Stat.
Duplication of ballot	<ul style="list-style-type: none"> Majority to be present to approve ballots to be duplicated At least one member to be present during duplication of ballots 	Sections 101.5614 (5), 101.68 , and 102.141 (8), Fla. Stat.
Canvassing of provisional ballots	<ul style="list-style-type: none"> Majority to determine whether to count or reject (which latter must be by preponderance of the evidence) 	Sections 101.048 , 101.049 , 101.6925 , and 102.141 (2), Fla. Stat.; Rule 1S-2.037 , Fla. Admin. Code
Finding that a signature on provisional ballot or vote-by-mail ballot voter certificate or cure affidavit does not match signature on record	<ul style="list-style-type: none"> Majority and beyond reasonable doubt 	Sections 101.048 and 101.68 , Fla. Stat.
Recount	<ul style="list-style-type: none"> Majority at all times during recount process All members for determination or decision to resolve a discrepancy during a recount 	Sections 102.141 and 102.166 , Fla. Stat.; Rules 1S-2.027 , and 1S-2.031 , Fla. Admin. Code
Certification of election results	<ul style="list-style-type: none"> Majority to certify results 	Section 102.151 , Fla. Stat.
Post-election certification audit of voting system	<ul style="list-style-type: none"> Majority at all times during audit process 	Section 101.591 , Fla. Stat.; Rule 1S-5.026 (4)(e), Fla. Admin. Code

Sec. 1.06. - Town Commission Created; Election; Terms; Town Clerk; Qualifications of Electors; General Election Law.

- (1) That the corporate authority of said Municipality shall be vested in a Commission created by this Act. Said Commission shall be composed of a Mayor-Commissioner, Vice Mayor-Commissioner and three (3) other Commissioners, all of whom are to be elected at large.
- (2) On the second Tuesday in March, 2007, and every three (3) years thereafter, the qualified electors of the Town shall elect one (1) Commissioner for a term of three (3) years. On the second Tuesday in March, 2008, and every three (3) years thereafter, the qualified electors of the Town shall elect a Mayor-Commissioner and one (1) other Commissioner for terms of three (3) years. On the second Tuesday in March 2009 and every three (3) years thereafter the qualified electors of the Town shall elect a Vice Mayor-Commissioner and one (1) other Commissioner for terms of three (3) years. However, election dates affected by any countywide or statewide election held in March will coincide with the date for the countywide or statewide election.
- (3) No person may serve more than two (2) successive elected full terms as Mayor. No person may serve more than two (2) successive elected full terms as Vice Mayor. No person may serve more than two (2) successive elected full terms as Commissioner. The aforesaid term limitations regarding the offices of Mayor, Vice Mayor and Commissioner shall not include any appointments by the governing body to fill unexpired terms. The offices of Mayor, Vice Mayor and Commission member shall be considered separate offices for the purpose of consecutive term limits set forth in this section. For transition purposes, the current Town Commission members, including the Mayor and Vice Mayor, who have not served three (3) consecutive terms as of March, 2007 shall have their current terms extended by one (1) additional year.
- (4) The Commission shall designate by resolution a qualified person to serve as Town Clerk. Once employed, the Town Clerk shall report to the Town Manager, in accordance with Section 4.01 of this Charter and the Town's Personnel Rules and Regulations.
- (5) To be eligible for election or appointment as Commissioner (including offices of Mayor and Vice-Mayor) a person must be a citizen of the United States. Additionally, a person to be eligible for election or appointment as Commissioner (including offices of Mayor and Vice-Mayor) must be both domiciled within the corporate limits of the Town of Highland Beach, State of Florida, and a qualified elector of the Town of Highland Beach, State of Florida registered in Precincts as may be established from time to time within the Town of Highland Beach, State of Florida for a period of not less than one (1) year immediately preceding the beginning of the qualification period, for candidates for Commission as set forth in section 1.06(6) of the Town Charter, or one (1) year immediately preceding the effective date of any appointment as commissioner, and shall retain such qualifications during their tenure and occupancy of said office.
- (6) Each person seeking to qualify as a candidate for the office of town commissioner as a candidate shall file with the Town Clerk such qualification papers and pay such fees as may be required by

law, no earlier than noon on the second Tuesday in November nor later than noon on the fourth Tuesday in November preceding the calendar year in which the election is to be held.

- (7) The town clerk or designee of the clerk along with the supervisor of elections or the designee of that office shall canvass and certify returns of all town elections in the manner provided for in sec. 100.3605, Fla. Stat., as amended from time to time. Additionally, the town commission shall appoint one commission member, which may include the mayor, whose seat is not scheduled to be voted upon, who shall serve as the third member of the canvassing board. If any member of the canvassing board is unwilling or unable to serve, the town commission shall appoint another commission member as a replacement. Two members of the canvassing board shall constitute a quorum.
- (8) Commissioners shall take office upon certification of the election results by the canvassing board and their swearing in by the town clerk or designee and shall remain in office until the election and certification of their successors.
- (9) Any person who has qualified and is an elector of the State of Florida and who registers in the procedural manner prescribed by general law, and who has resided within the territorial limits of the Town of Highland Beach for a period of thirty (30) days preceding an election shall be a qualified elector of the municipality and shall be entitled to vote in any municipal election of said Town.
- (10) The provisions of F.S. ch. 101, and any amendments thereto, providing for the casting of absentee ballots shall apply to any general, special or primary election, or referendum in which any qualified elector may vote.
- (11) In case of vacancy in the Commission, the remaining Commissioners within thirty (30) days after the beginning of such vacancy, shall by resolution fill such vacancy or vacancies by appointment until the next regular general election.

(Ord. No. 719, § 1, 8-9-06; Ord. No. 12-004, § 2, 9-4-12; Ord. No. 12-003, § 3, 9-4-12; Ord. No. 14-001, § 2, 3-4-14; Ord. No. 15-006, § 2, 6-2-15; Ord. No. 17-003, § 2, 10-3-17; Ord. No. 19-001, § 2, 7-2-19; Ord. No. 2021-010, § 2, 9-21-21)

Ordinance No. 2021-017 was removed from the agenda unanimously on a 5 to 0 vote.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

A. None.

11. NEW BUSINESS

A. Resolution No. 2021-037

A Resolution of the Town Commission of the Town of Highland Beach, Florida, declaring the results of the Special Election held on November 02, 2021; providing an effective date; and for other purposes.

Mayor Hillman read the title of Resolution No. 2021-037, and the official certified election results.

MOTION: David/Gossett-Seidman - To approve Resolution No. 2021-037.

Resolution No. 2021-037 was approved unanimously on a 5 to 0 vote.

B. Discussion on the Town's future Elections and Canvassing Board Members.

Mayor Hillman read the title of Item 11.B.

Town Clerk Gaskins presented this item.

It was the **consensus** of the Town Commission to maintain the Highland Beach Canvassing Board members as defined in the Town's Charter.

C. Approve and authorize the Mayor to execute the Municipal Election Voting Processing Equipment Use and Elections Services Agreement with Palm Beach County Supervisor of Elections Office for the March 08, 2022 Election.

Mayor Hillman read the title of Item 11.C.

MOTION: David/Moore - To approve Item 11.C.

Item 11.C. passed unanimously on a 5 to 0 vote.

D. Discussion on the use of the American Rescue dollars.

File Attachments for Item:

F. Approval of Meeting Minutes

February 21, 2023 - Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Date: February 21, 2023
Time: 1:30 PM

1. CALL TO ORDER

Mayor Hillman called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner David Stern
Commissioner John Shoemaker
Commissioner Evalyn David
Vice Mayor Natasha Moore
Mayor Douglas Hillman
Town Manager Marshall Labadie
Town Attorney Lenard Rubin
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission lead the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

MOTION: David/Stern - Moved to approved the agenda as presented, which passed unanimously 5 -0.

5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2023-001

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Financial Advisory Board; and providing for an effective date.

Mayor Hillman read the title of Resolution No. 2023-001.

Applicant Mark Zarrilli provided a brief introduction of himself.

The Town Commission interviewed Mr. Zarrilli about his interest to serve on the Board, and his extensive professional experience in the finance/banking industry.

MOTION: David/Moore - Moved to approve Resolution No. 2023-001, which passed unanimously 5 - 0.

B. Police Officer of the Year Award

Mayor Hillman read the title.

Police Chief Craig Hartmann elaborated on Officer George Reid's 2022 performance, his areas of expertise, his law enforcement contributions to the Highland Beach community, and his involvement in all aspect of the department. Chief Hartmann thanked Officer Reid for his exceptional work, his efforts, contributions, and professional and personal service given to the Highland Beach community. He presented Officer Reid with the 2022 Officer of the Year Award.

6. PUBLIC COMMENTS

Mayor Hillman opened public comments and announced each speaker will be given five (5) minutes.

A. Barbara Nestle Letter

Ms. Barbara Nestle spoke about the use of leaf blowers and the negative impact to the community. She provided handouts for distribution to the Town Commission.

Mr. Todd Lleras of 1108 Russell Drive commented about spending money and concerns with the fire rescue infrastructure. He inquired about how much money has been spent on this fire rescue project and would like to see a three-year and five-year cost projection. Mayor Hillman suggested Mr. Lleras speak with Town Manager Labadie or Fire Chief Glen Joseph.

Ms. Maggie Chappelle, member of the Natural Resources Preservation Advisory Board (NRPAB), mentioned the NRPAB Educational Outreach Night event on March 1, 2023 at 6:00 P.M. at the Highland Beach library.

Mr. Jack Halpern of 4511 So. Ocean Blvd. mentioned the Florida Department of Transportation public meeting regarding the RRR project on March 13 at 6:00 P.M. in the Highland Beach library.

7. ANNOUNCEMENTS

Mayor Hillman read the announcements after Unfinished Business, Item 10.A., Fire Rescue Implementation Update.

Board Vacancies

Board of Adjustment and Appeals:	Two (2) vacancies, all for three-year terms
	One (1) vacancy for an unexpired term ending September 21, 2024
Financial Advisory Board:	One (1) vacancy for an unexpired term ending April 30, 2024
Natural Resources Preservation Advisory Board:	Three (3) vacancies for unexpired terms ending April 30, 2024

Meetings and Events

March 01, 2023 -	6:00 P.M.	Educational Outreach Night hosted by the Natural Resources Preservation Advisory Board
March 07, 2023 -	1:30 P.M.	Town Commission Meeting
March 09, 2023 -	9:30 A.M.	Planning Board Regular Meeting
March 15, 2023 -	11:00 A.M.	Code Enforcement Board Regular Meeting

Board Action Report

None.

8. ORDINANCES

A. None.

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually and which are voted on as a group).

A. None.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

Mayor Hillman read the title.

Town Manager Labadie provided an update on the Fire Rescue Implementation as follows:

- Consultant Kaufman Lynn is working on a guarantee maximum price (GMP). The project has gone out for bid in pieces, and the consultant is starting to assemble the GMP in order to present as an item to the Town Commission in March to award a contract.
- Town staff is working on a groundbreaking ceremony to be held at the end of March 2023. Staff is also working on signage for the construction site such as rendering and logo and creating a GIS (Graphic Information Systems) site access and parking plan.
- Fire Chief Glenn Joseph is working on pricing for the vehicle wrap of the new rescue truck. The Town has procured a ladder truck and is receiving various supplies/equipment such as mannequins. The Town is still on budget and the project is moving along. The plans look good.

Fire Chief Joseph also commented on the Fire Rescue Implementation as follows:

- The construction plan is moving along on schedule. He is waiting for quotes on the apparatus painting.
- Toscano is requesting CPR training. He is putting together a CPR, AED and first aid training for them. The training is slated for March 07, 2023 at 7:00 PM.
- The EMS license has been submitted to the State and he is awaiting further comments from the State.
- The radios and intercom are being installed in the rescue truck. The stretcher has been delivered and will be installed.
- They are moving forward with the final color schemes and fonts. However, he is trying to obtain a better quote on the graphics, painting, or wrap.
- In April, advertising will begin for Firefighters, in late-August through mid-September or October interviews will begin, and the background investigations will run through the holidays. Hiring will begin in 2024.
- Tom McCarthy, Assistant Fire Chief, was hired for EMS.
- They are looking to onboard a fire marshal.

There were discussions about the groundbreaking ceremony, and the Building Department's work with the contractor. Town Manager explained that once the GMP is signed progress will pick up at the end of March, April, or the beginning of May.

Also, there were conversations about mutual aid, call volume, and personnel. Fire Chief Joseph explained that the Town is working through the mutual aid processes, and he indicated that his concern is concurrent calls but he will monitor the statistical data.

Lastly, there were conversations about alternative parking options during the construction period, and temporary changes to include flexible work schedule for staff.

B. Florida Department of Transportation (FDOT) RRR Project Update

Town Manager Labadie provided an update on the RRR project. He has an upcoming meeting with FDOT. He received a link to access the plans for the project which he will download and share with the Town Commission.

He attended the Beach Condo Association meeting this morning. In 2025, State Road A1A will be done in Boca Raton. The City of Delray Beach will also have a project along State Road A1A from Linton Boulevard north to Casuarina on State Road A1A. Town Manager Labadie mentioned FDOT needs to clarify the sequence of the three projects. Traffic control and traffic planning is paramount to the flow of traffic in Highland Beach. Additionally, he spoke about drainage, a possible five-foot marked shoulder along State Road A1A, traffic control, and participation at an upcoming March 13, 2023 FDOT public meeting.

C. Selection of Town Entry Signage Design Contest Finalists

Vice Mayor Moore presented this item. She thanked everyone who submitted a sign. She suggested the Town Commission review all entry signage designs and each Commissioner select their top designs.

Assistant Town Manager Terisha Cuebas displayed a PowerPoint presentation of various signage designs submitted by town residents.

The Town Commission thoroughly reviewed and discussed all of the designs. Each Commissioner selected the designs that they liked, and then Vice Mayor Moore took a vote to determine the top five (5) designs. It was the recommendation of the Town Commission to include the signage designs submitted by the residents: Mitchel Hersh (page 28), Maraj Family (page 46), Steven & Ching Satter, version 1 (page 64), Joseph McGranahan (page 81) with black or navy block styled letters and modified font, and Barry Donaldson.

There were conversations about the next steps regarding the voting process. Assistant Town Manager Terisha Cuebas explained staff is prepared to start surveying the town residents tomorrow through March 31, 2023. Staff will bring the item back to Town Commission at the April 4, 2023 meeting. The residents will be allowed to cast one vote electronically through the MailChimp email software or through the town's website. In addition, the votes could be cast on a paper copy at the March 01, 2023, Educational Outreach Night event, at Town Hall or the library.

D. 2022-2023 Strategic Priorities Plan Update and Review

The Town Commission commended Town Manager Labadie for the updated strategic priorities list.

Town Manager Labadie presented this item followed by conversations about the use of leaf blowers, a timeline to implement a procedure, and what other municipalities

are doing about the use of leaf blowers. It was suggested to move this item up on the 2022-2023 Strategic Priorities Plan.

Additionally, there were discussions about the crosswalk lighting and the FDOT's RRR project which will include the embedded lighting. Lastly, there were discussions about the crosswalk lighting near the Boca Highlands community at the south entrance of Town.

11. NEW BUSINESS

A. Approval of Meeting Minutes

February 07, 2023 - Commission Meeting Minutes

MOTION: Stern/Moore - Moved to approve the February 07, 2023 Meeting Minutes, which passed unanimously 5 - 0.

B. Consideration to approve and authorize the Mayor to execute a five-year agreement with Flock Group, Inc. for the license Plate Recognition Cameras.

Chief of Police Hartmann presented this item.

Ms. Lyndi Gurevitch, a representative with Flock Group, Inc. spoke about the company, its business model, and service warranty.

MOTION: David/Moore - Moved to agree with the service commitment with Flock Data System (Flock Group, Inc.), which passed unanimously 5 - 0.

C. Resolution No. 2023-004

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2022-020, which appropriated funds for the 2022-2023 fiscal year budget, and providing an effective date.

Mayor Hillman read the title of Resolution No. 2023-004.

Finance Director David DiLena presented this item.

MOTION: David/Stern - Moved to accept Resolution No. 2023-004, which passed unanimously 5 - 0.

12. TOWN COMMISSION COMMENTS

Commissioner David Stern mentioned he sent an email to the Town Commission and the Town Manager today as it relates to two videos of fires caused by electric bikes and vehicles in indoor garages. He suggested that the Town look into this topic

regarding guidelines or procedures on what condominiums can and cannot do relevant to electrical vehicles.

Fire Chief Joseph spoke about the evolving issues concerning electric charging devices, and there are no current national regulations. The National Fire Professional Association (NFPA) are generating guidelines which will be published later in the year. When the Town updates its fire prevention code some of the NFPA recommended guidelines will be incorporated. As a general rule, he suggested not leaving electric devices charging overnight unattended. He also suggested to place electric toys or drones in metal containers. He talked about electric car fires.

Commissioner Evalyn David had no comments.

Commissioner John Shoemaker spoke about overcharging lithium batteries and electric vehicles.

Vice Mayor Natasha Moore had no comments.

Mayor Douglas Hillman suggested to skip this item.

1. Beach Condo Association Presentation

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had nothing to report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie reported the following:

1. Planning Project Updates

The Sea Turtle Lightning proposed ordinance per statute has to go back to the Planning Board.

Town staff is seeking more guidance from the Town Commission on the Zoning Density Issue that was assigned to the Planning Board. Mayor Hillman suggested adding this item to the next meeting agenda for discussion by Town Commission. Town Planner Ingrid Allen also provided comments concerning this matter.

2. Sanitary Sewer Project Update

The Town received no bids. The Town has to reframe the question and take it to the voters.

3. City of Delray Beach Update

Town Manager Labadie mentioned that Finance Director DiLena has done some really good research of the documents provided as it relates to the true-up. Mr. DiLena sent the information to the forensic auditors. Town Manager Labadie will work with Town Commission to lay out a strategy.

Boca Raton, Delray Beach, and Hillsboro Beach are doing a beach restoration project that runs from the Boca Inlet to the Hillsboro Inlet starting in March.

He will be attending Palm Beach Days to communicate concerns regarding the reserve requirement and Senate Bill 4D. He will be remote for the March 07, 2023 Town Commission meeting.

15. ADJOURNMENT

The meeting adjourned at 3:54 p.m.

APPROVED March 07, 2023, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by
Lanelda Gaskins

Lanelda Gaskins, MMC
Town Clerk

03/07/2023
Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the event of this meeting. Verbatim

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