



Greater Boca Raton Beach & Park District

300 South Military Trail, Boca Raton, Florida 33486
Telephone: (561) 417-4599 Telefax: (561) 347-3945
www.mybocaparks.org

Board of Commissioners

Steven M. Engel
Dr. Dennis R. Frisch
Robert K. Rollins, Jr.
Earl L. Starkoff
Susan Vogelgesang

REGULAR MEETING of the BOARD OF COMMISSIONERS December 5, 2016 ~ 5:15 P.M. AGENDA

ROLL CALL:

CHANGES TO AGENDA:

PUBLIC REQUESTS:

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETINGS:

<i>Regular Board meeting held on November 14, 2016</i>	1
<i>Regular Board meeting held on November 28, 2016</i>	7

REGULAR BUSINESS:

1. Amendment to Zimmer Swim & Racquet Center Agreement	11
2. Staff Salary Increases Pursuant to City Resolution	33
3. Approval of Proposed Schedule of District Board Meetings & Office Closings for 2017	41

APPROVAL OF INVOICES: **42**

REPORTS AND DISCUSSION ITEMS:

Executive Director
Ocean Breeze

District Counsel
Commissioners

FUTURE AGENDA ITEMS:

ADJOURNMENT:

NOTICE: Anyone wanting to appeal an official decision made on any subject at the meeting must have a verbatim record of the meeting, and the appeal must include the testimony and evidence on which the appeal is based.

GREATER BOCA RATON BEACH & PARK DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS
SUGAR SAND PARK - 300 SOUTH MILITARY TRAIL, BOCA RATON
November 14, 2016

The MEETING was called to order by CHAIRMAN Robert K. Rollins, Jr. at approximately 5:15 p.m.

COMMISSIONERS PRESENT: Steven M. Engel
Dennis R. Frisch
Robert K. Rollins, Jr.
Earl L. Starkoff
Susan Vogelgesang

CHANGES TO AGENDA:

At the request of Mr. Arthur C. Koski, Executive Director, item number three under Regular Business: Amendment to Zimmer Swim & Racquet Center Agreement was deleted.

PUBLIC REQUESTS:

J. D. Varney

City of Boca Raton Recreation Superintendent

Mr. Varney introduced the new Gumbo Limbo Manager, Leanne Welch.

Glenn Gromann

Mr. Gromann suggested several items for District consideration: 1) adoption of a Conflict of Interest Policy; 2) televise its meetings; 3) permit public commentary after every agenda item is addressed; 4) engage with the Palm Beach County Ethics Commission. He commented that the value of the Boca Teeca Golf Course property is negative, and not worth \$20 million as reported by Commissioner Starkoff at a recent City Council meeting.

Mr. Koski responded that the District was created by an act of the Legislature of the State of Florida. The District is governed in its entirety by the State of Florida and the appropriate statutes as it relates to Special Districts. The District is in compliance with all elements of the statutes. He has investigated other Special Districts in Palm Beach County to determine if they have elected to join the Palm Beach County Ethics Commission. Each and every attorney he has discussed membership with, stated that they have advised their Special District not to join the Palm Beach County Ethics Commission.

Commissioner Starkoff stated that it was the consensus of the Board that the public interest was best served by having a public golf course in the City. The \$20 million figure was not based on the valuation of the Boca Teeca property, but on an analysis of the situation of Lennar Corporation and Wells Fargo and an independent study of the refurbishment of golf courses. The District did not allocate \$20 million, but could choose to put \$20 million toward the opportunity to cooperatively acquire the Boca Teeca property over time with the City.

Robert DuKate
5351 NW 3rd Terrace, Boca Raton

Mr. DuKate thanked the Board for its support regarding the Ocean Breeze Golf Course in Boca Teeca.

James Hendry
Mr. Hendry referenced the recent voter approved Amendment to the City Ordinance to keep all city-owned land adjacent to the Intracoastal Waterway for public recreation and boating. As a petition organizer, he stated that the ordinance was never intended to limit the opportunities of the City or its residents to enjoy their parks. He advised that the citizenry supports the District and its efforts.

Jim Miller
480 East Boca Raton Road, Boca Raton

Mr. Miller, President of the Friends of Gumbo Limbo thanked Commissioners Frisch and Starkoff for all of their efforts pertaining to Gumbo Limbo over the years. The Friends are looking forward to working with the newly elected Commissioners, Craig Ehrnst and Erin Wright.

Commissioner-Elect Craig Ehrnst
1500 Parkside Circle S, Boca Raton

Commissioner-Elect Ehrnst commented that Commissioner Frisch is a “stand-up” person and that the Board is a solid crew. The Board has always had the vision of looking out for its residents and that will not change. Both he and Commissioner-Elect Wright have the same goals [to take care of the residents] and they hope to continue the efforts of the Board from a little different perspective to, hopefully, add value and meet challenges to do something great for the community.

Commissioner-Elect Erin Wright
436 Redwood Lane, Boca Raton

Commissioner-Elect Erin Wright stated that she is excited about the opportunities that lie ahead and she looks forward to working with the Board.

Harold Chaffee
6200 NW 2nd Avenue, Boca Raton

Mr. Chaffee thanked the Board for all of its endeavors to try to make the Boca Teeca Golf Course a reality. He thanked Commissioners Frisch and Starkoff for their years of service.

Al Zucaro
561 Golden Harbour Drive, Boca Raton

Mr. Zucaro referenced the permitting and variance that was granted to a developer for a 10,000 sq. ft. unit on the east side of A-1-A at 2500 N. Ocean Blvd. A notice was recently posted on the 2500 N. Ocean Blvd property that permits have been issued by the State. Residents were misled by four

of the City Council members. The District should do whatever it can to prevent any further intrusion on the ocean side of A-1-A.

~ No further public commentary was received ~

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETINGS:

MOTION was made by Commissioner Vogelgesang and seconded by Commissioner Engel to approve the minutes of the regular meeting of October 17, 2016.

MOTION UNANIMOUSLY APPROVED

REGULAR BUSINESS:

1. Approval of Patch Reef Park/St. Mark Church Reciprocal Use Agreement

MOTION was made by Commissioner Frisch and seconded by Commissioner Engel to approve the Patch Reef Park/St. Mark Church Modification and Extension to Reciprocal Use Agreement for the year ending December 19, 2017.

MOTION UNANIMOUSLY APPROVED

2. Approval of Close Construction Change Order No. 3 for Gumbo Limbo Boardwalk and Observation Tower

MOTION was made by Commissioner Starkoff and seconded by Commissioner Engel to approve Close Construction Change Order No. 3 for the Gumbo Limbo Boardwalk and Observation Tower in the amount of \$3,862.16.

MOTION UNANIMOUSLY APPROVED

3. Amendment to Zimmer Swim & Racquet Center Agreement

This item was deleted.

APPROVAL OF INVOICES:

MOTION was made by Commissioner Frisch and seconded by Commissioner Vogelgesang to approve the invoices as presented totaling \$57,412.25.

MOTION UNANIMOUSLY APPROVED

REPORTS AND DISCUSSION ITEMS:

Executive Director

Ocean Breeze Golf Course

Mr. Koski reported that the City will evaluate the bids it received for the Glades Road Municipal Golf Course at its meeting on Nov. 22nd. The City Council will have to make a decision on the

disposal of the property [whether it will be an out-right sale, or an exchange to be able to acquire the Ocean Breeze property]. Mr. Koski would like the opportunity to put before the City Council a more specific proposal as to what the District involvement would be if the City were to consider the acquisition of the Ocean Breeze Golf Course.

- Advise the City that if they acquire the Ocean Breeze property, the District would acquire the property from them.
- If the City acquires the property, the District would agree to renovate the entirety of the Ocean Breeze property.
- In order for the District to accomplish the goal, the District will need the assistance and cooperation of the City in the same manner that was extended to the District in the acquisition of Sugar Sand Park.
- Advise the City of Boca Raton that if they acquire the Ocean Breeze property, the District would operate the facility and engage City personnel to maintain the facility pursuant to an Interlocal Agreement.
- Advise the City that upon the acquisition of the property by the District, the District would seek other potential economic opportunities [the Greg Norman organization has expressed an interest in the facility] so that this particular facility could generate a profit in its operation;

It was the consensus of the Board to have Mr. Koski draft correspondence for execution by the Chairman and submission to the Boca Raton City Council at its Nov. 22nd meeting.

PUBLIC REQUESTS WERE RE-OPENED ON THE SUBJECT PROPOSAL:

The following individuals addressed the Board in support of the proposal brought forth by Mr. Koski.

James Hendry - 151 N.E. Spanish Trail, Boca Raton

The idea is a suitable way to generate income and keep green space

Robert DuKate - 5351 N.E. 3rd Terrace, Boca Raton

The impact of a 27-hole Championship golf course in the City would be beneficial to the community.

Emily Gentile - 2657 N. Ocean Blvd., Boca Raton

Supports the proposal for economic development reasons and for green/open space within the community.

Harold Chaffee - 6200 NW 2nd Avenue, Boca Raton

Supports the proposal. Advised that the Lennar deal contains a contingency that the administration building and the hotel would be annexed out of the deal; that is unacceptable.

Regina Ecklund - 5201 NW 2nd Avenue, Boca Raton

As a golfer and resident of Boca Teeca, she is incredibly encouraged with the proposal and how the District is supporting the Boca Teeca Golf Course.

Commissioner-Elect Erin Wright - 436 Redwood Lane, Boca Raton

Sounds like a fantastic opportunity. It is one of the reasons why she wanted to be on the Board [to keep and acquire green space in the City]. She hopes that the City will work with the District to accomplish this goal.

Andrea O'Rourke - 317 NE 3rd Street, Boca Raton

Sounds like a great idea if we keep in mind that it is for the greater good and the people. To protect what the people want is very important.

Craig Ehrnst - 1500 Parkside Circle S, Boca Raton

Commissioner Ehrnst supports the proposal. The District should let the City fulfill its mission; it is a negotiated process. The City should be advised that the District would operate the facility if requested. Residents and owners should agree to it. Make it happen.

~ Public Commentary Closed ~

Commissioner Frisch supports the proposal, and emphasized the point that as the District will reimburse the City for the acquisition of the property, the City should make the best deal possible; the least amount of money paid for the property, the more money can be put into redeveloping the facility.

Commissioner Starkoff supports the proposal – open green space is the legacy of the District. The letter should convey some of the history of the acquisition of beach, park and recreational facilities in the City.

Commissioner Engel supports the proposal. One of the best things there is to enhance the value of residential properties is the proximity to recreational facilities. The residential value of property in the District keeps on increasing.

Commissioner Vogelgesang supports the proposal. The District should do whatever it takes to make it happen. She noted that Greg Norman's son revamped the Pompano Municipal Course and made it into a money-making opportunity for the City of Pompano.

It was the consensus of the Board to have Mr. Koski prepare a draft letter for execution by the Chairman for submission to the Mayor and City Council Members.

Sugar Sand Park Science Playground

Assistant Director Briann Harms gave a presentation on the status of the subject project.

District Counsel - None

Commissioners

Commissioner Vogelgesang inquired about an opening date for the playground. Mr. Koski responded that every attempt is being made to open the playground by the end of the year.

Commissioner Engel congratulated Commissioner-Elect Ehrnst and Commissioner-Elect Wright. He thanked Commissioners Starkoff and Frisch for the valuable resources they provided to him when he was first elected.

Commissioner Starkoff welcomed the newly elected Commissioners. Noting that 67% of City residents voted to keep all city-owned land adjacent to the IntraCoastal Waterway for public recreation and boating, he would like Mr. Koski to investigate the plans the City has for that property and what the District might be able to do from a funding standpoint in partnership with the City. While the City develops the master plan for the site, he would like to see the fence removed; all of the asphalt demolished and replaced with grass and picnic tables; provide some passive space.

Commissioner Starkoff requested information regarding the City Recreation Services policy on the lighting of fields for users. The lights should be on to provide users safe play and safe egress from the park

Commissioner Frisch addressed several items:

1. Although the District would welcome the opportunity to participate in the parcel at Palmetto Park Road and the IntraCoastal Waterway, it can only be involved when invited by the City, as it is City owned property acquired by City taxpayers.
2. Board meetings will be televised and broadcast in the new District offices at the Swim & Racquet Center.
3. He requested additional information about DeHoernle Park Phase II and the Police Department and City looking to put a gun range and skid track on the property. A gun range can be located anywhere, and we can close down a road to drive skid track, but we can't get more green space.

FUTURE AGENDA ITEM

ADJOURNMENT:

MOTION was made by Commissioner Frisch and seconded by Commissioner Engel to adjourn the meeting.

MOTION UNANIMOUSLY APPROVED

Robert K. Rollins, Jr.

Chairman

Dennis R. Frisch

Secretary-Treasurer

GREATER BOCA RATON BEACH & PARK DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS
SUGAR SAND PARK - 300 SOUTH MILITARY TRAIL, BOCA RATON
November 28, 2016

The MEETING was called to order by CHAIRMAN Robert K. Rollins, Jr. at approximately 5:15 p.m.

COMMISSIONERS PRESENT: Steven M. Engel
Dennis R. Frisch
Robert K. Rollins, Jr.
Earl L. Starkoff
Susan Vogelgesang

CHANGES TO AGENDA: None

PUBLIC REQUESTS:

Robert DuKate
5351 NW 3rd Terrace, Boca Raton

Mr. DuKate gave an update on 1) the three offers received by the City of Boca Raton for the Glades Road Municipal Golf Course, and 2) the resolution offered by Council Member J. Rogers to the City Council seeking support to keep golf at Ocean Breeze in a cooperative effort with the District.

Sandra Gottfried
11484 Clear Creek Place, Boca Raton

Ms. Gottfried, a volunteer on the Science Playground Project, stated it was important to properly educate the community about the transition from an accessible playground to an all-inclusive playground. She suggested producing a short video to educate the community on what to expect and how to operate the equipment. The video could play at the Explorium and also be added to the District website. A priority would be to encourage parents with disabled children to bring them to the playground (scheduling play dates or pairing the children with a buddy for extra help). Ms. Gottfried stated that she would like to continue to be involved in the playground programming when it opens. Assistant Director Briann Harms will coordinate programming with Ms. Gottfried.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETINGS: No minutes were presented.

REGULAR BUSINESS:

1. **Approval of Close Construction Pay Application No. 5**

MOTION was made by Commissioner Vogelgesang and seconded by Commissioner Frisch to approve Close Construction Pay Application No. 5 in the amount of \$40,240.37 for Phase I of the Boardwalk at the Gumbo Limbo Nature Center.

MOTION UNANIMOUSLY APPROVED

2. Execution of Mattice Business Services Contract

Mr. Koski, Executive Director, furnished a copy of a three-year agreement between the District and Mattice Business Services for bookkeeping and payroll services at a cost of \$1,500 per month. He recommended approval.

MOTION was made by Commissioner Frisch and seconded by Commissioner Engel to approve the agreement between Mattice Business Services and the District for a three-year period for bookkeeping and payroll services.

MOTION UNANIMOUSLY APPROVED

3. Amendment to Zimmer Consultant Swim & Racquet Center Agreement

Mr. Koski presented Amendment No. 1 to the August 18th 2014 Agreement for Services between Zimmer Consultants and the District for construction of the Swim & Racquet Center Project. The Amendment is required due to modifications and an increase in the scope of work by Zimmer and his consultant.

MOTION was made by Commissioner Starkoff and seconded by Commissioner Vogelgesang to approve Amendment No. 1 to the August 18, 2014 contract between the District and Zimmer Consultants.

Discussion:

A numerical error was found on the Amendment No. 1 Compensation Fee Schedule. This item will be placed on the December 5, 2016 agenda for approval.

MOTION withdrawn by Commissioner Starkoff
Second to Motion withdrawn by Commissioner Vogelgesang

4. Execution of Owner's Representative

Mr. Koski provided a copy of the Agreement for Services between Michael C. Fichera Consultant, LLC and the District to provide permitting and inspection services at the Swim & Racquet Center and other District projects. Mr. Fichera retired from the City of Boca Raton as the Chief Building Official. Mr. Fichera will receive \$6,000 per month for services rendered.

MOTION was made by Commissioner Starkoff and seconded by Commissioner Frisch to approve the November 28, 2016 Agreement for Services between Michael C. Fichera Consultant, LLC and the District.

Discussion:

Commissioner Rollins requested a report be furnished on a regular basis on the work performed by Mr. Fichera.

MOTION UNANIMOUSLY APPROVED

APPROVAL OF INVOICES:

MOTION was made by Commissioner Frisch and seconded by Commissioner Vogelgesang to approve the invoices as presented totaling \$48,597.91.

MOTION UNANIMOUSLY APPROVED

REPORTS AND DISCUSSION ITEMS:

Executive Director

1. Patch Reef Park

Mr. Koski advised that the 2016/2017 Budget allocates \$3,000,000 for Patch Reef Park master planning and construction. He requested guidance from the Board as to whether there is a desire at the current time to begin planning the construction process of 1, 2, or 3 fields in artificial turf. An in depth discussion ensued. Mr. Koski was directed by the Chairman to explore the possibility of installing one sports turf field at Patch Reef Park. He will furnish information regarding the incremental costs for installing one sports turf field now, followed by the second and then the third.

2. DeHoernle Phase II

Mr. Koski advised that at a meeting with City of Boca Raton Assistant City Manager Mike Woika, he was shown a plan for Phase II. The depiction does not show the four rectangular fields that currently exist, but two smaller fields on the south side of the existing property with the balance of the property being set aside for a Police Department Gun Range and a Skid Drive Track. The Board expressed disappointment and concern that the City would give the land [located next to a playground and behind a middle school] to the Police Department for such purposes. Mr. Koski stated that two items have been suggested for the agenda for the January 30th joint meeting: 1) annexation and, 2) the definition of a non-resident. It was the consensus of the Board to consider discussing DeHoernle Park Phase II at the joint meeting.

Gumbo Limbo Pipe and Pumping

Mr. Koski advised that Applied Technology Management (ATM) estimates that the cost to complete the entire pipe and pumping project is \$2.6 million. He stated that the District has been advised to turnover to the City the completion of all projects at Red Reef [the ATM pipe and pumping project as well as Phase II of the boardwalks at Gumbo Limbo]. There may be some difficulty with ATM continuing with the pipe and pumping project as the \$2.6 million amount exceeds the authority that the City's procurement department has to keep ATM on as the consultant. The project may be delayed as the City may have to go out for a new contractor (RFP) or, the project may come back to the District. Mr. Koski will advise the City that the District does not have the same procurement restrictions as the City.

District Counsel - None

Commissioners

DeHoernle Park

Commissioner Vogelgesang inquired about the costs incurred by the District in planning for DeHoernle Park Phase II. Mr. Koski responded the costs incurred are "very minor".

Mizner Park

To move the Mizner Bark (restrooms) project forward, Commissioner Engel asked if it was possible to separate the improvements at Mizner Bark from DeHoernle Park Phase II. Mr. Koski remarked that he did not see a plan for the interconnect with Banyon Trail and, therefore, any plans for improvements at the dog park.

Financial Issues

Commissioner Starkoff addressed financial issues which he believes could result in substantial monetary gains for the District over time.

Revenue -The District should undertake a review of the fees that it receives from the City to make sure all revenues are forthcoming. Staff will provide a revenue comparison of fees received and anticipated for presentation at the Dec. 5th meeting.

Technical/Supervisory and Administration Charges – Staff provided an analysis of these items over a five year period. The analysis indicates a \$200,000 increase in the current budget. He suggested that the District examine the methodology and concept of computing the fees and consider paying on a percentage basis.

FUTURE AGENDA ITEM

December 2 – Amendment to Zimmer Swim & Racquet Center Agreement

ADJOURNMENT:

MOTION was made by Commissioner Frisch and seconded by Commissioner Engel to adjourn the meeting at 6:55 p.m.

MOTION UNANIMOUSLY APPROVED

Robert K. Rollins, Jr. Chairman

Dennis R. Frisch Secretary-Treasurer

AMENDMENT NO.1 to
AGREEMENT FOR SERVICES BETWEEN
ZIMMER CONSTRUCTION CONSULTANTS, P.A. AND
THE GREATER BOCA RATON BEACH & PARK DISTRICT

WHEREAS, on this 18th day of August 2014, an Agreement for Services was executed by and between ZIMMER CONSTRUCTION CONSULTANTS, P.A. (hereinafter, "CONSULTANT"), and the GREATER BOCA RATON BEACH & PARK DISTRICT, (hereinafter, the "DISTRICT" or the "CLIENT"), and

WHEREAS, the DISTRICT employed the CONSULTANT to provide architectural/engineering services relative to the construction of the Swim and Racquet Center (hereinafter called the "PROJECT"); and

WHEREAS, the CONSULTANT provided to the DISTRICT preliminary plans for renovation and restoration of the PROJECT; and

WHEREAS, the preliminary plans for said renovation of the PROJECT have been modified; and

WHEREAS, the DISTRICT and CONSULTANT hereby agree to amend the Agreement for Services due to the increase of the services provided by the CONSULTANT for the PROJECT; and

NOW, THEREFORE, the parties hereto do mutually agree as follows to the following amendment to the Agreement for Services:

Section 2. B Design Development Services shall be amended as follows:

ZIMMER CONSTRUCTION
CONSULTANTS, P.A.

By: _____

Attest:

State of Florida
County of Palm Beach

On this _____ day of _____ 2016 before me, an officer duly authorized to administer oaths and to take acknowledgments, personally appeared _____ as _____ for ZIMMER CONSTRUCTION CONSULTANTS, P.A. to be the person described in and who executed the above Agreement for Services, and he/she acknowledged before me that he/she executed the same for the purposes therein, and that he/she was duly authorized by the ZIMMER CONSTRUCTION CONSULTANTS, P.A. to execute the above for the purposes stated therein.

Notary Public, State of Florida

(Print Name of Notary Public)

My Commission Expires:

() Personally known or () Produced Identification

AMENDED
EXHIBIT "A"
COMPENSATION SCHEDULE

<u>ITEM</u>	<u>FEE</u>
Clubhouse (7348 Sq. Ft)	\$132,963
Parking Lot Expansion – Includes Civil & Landscape	\$55,000
Event Gazebo at Tennis Center	\$15,000
Bridge Reconfiguration / Gazebo	\$15,000
Tennis Pro Shop Expansion	\$51,833
Site/Pool Area Development	\$13,000
Maintenance/Building and Office	\$56,353

Total Fee \$339,149.00

SCHEDULE OF PAYMENT

Schematic Design	40%
Construction Drawings	50%
Construction Administration	10%

Invoices shall be submitted monthly based upon progress of work.

A. \$25,000 Retainer shall be paid with full credits to be applied to first monthly billings

Any site plan approval process authorized by the DISTRICT shall be paid on the following hour rates:

Principal	\$175.00
Staff Architect	\$ 75.00
Administration	\$ 35.00

AGREEMENT FOR SERVICES BETWEEN
ZIMMER CONSTRUCTION CONSULTANTS, P.A. AND
THE GREATER BOCA RATON BEACH & PARK DISTRICT

THIS AGREEMENT, entered into this 18th day of August 2014, by and between ZIMMER CONSTRUCTION CONSULTANTS, P.A. (hereinafter, "CONSULTANT"), and the GREATER BOCA RATON BEACH & PARK DISTRICT, (hereinafter, the "DISTRICT" or the "CLIENT");

WHEREAS, the DISTRICT has previously employed the CONSULTANT to provide architectural engineering services relative to the construction of the Swim and Racquet Center (hereinafter called the "PROJECT"); and

WHEREAS, the CONSULTANT has provided to the DISTRICT a proposed plan for renovation and restoration of the existing PROJECT; and

WHEREAS, the conceptual plan for said renovation of the PROJECT has been accepted by the DISTRICT; and

WHEREAS, the DISTRICT desires to engage the CONSULTANT to render services hereinafter described in connection with the preparation of construction plans and specifications at the site known as the PROJECT; and

WHEREAS, the CONSULTANT desires to provide these services upon the terms set forth herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Existing Data

The DISTRICT shall provide to the CONSULTANT the following existing data;

pb

- A. Graphic site plan of Swim and Racquet Center.

Section 2. Design Development Services

A. Scope: After written authorization from the DISTRICT to proceed, CONSULTANT shall perform the following services:

1. Prepare design development documents consisting of a design criteria, drawings and outline technical specifications to develop and establish the scope of the PROJECT.

2. Prepare a preliminary cost estimate for the PROJECT based on the information given in the preliminary design document.

3. Provide seven (7) complete sets of design development documents.

B. Compensation: DISTRICT shall pay to CONSULTANT for Design Development Services the amount set forth on the attached Exhibit "A".

Section 3. Construction Documents

A. Scope: After written authorization from the DISTRICT to proceed, CONSULTANT shall perform the following design services.

1. On the basis of the design development documents, as approved by the DISTRICT, prepare for incorporation in the Contract Documents detailed drawings and plans to show the character and scope of all work to be performed by contractors on the PROJECT (hereinafter called the "Drawings"), together with special conditions and technical specifications (hereinafter called the "Specifications"). (Collectively the "Construction Documents").

2. Advise the DISTRICT of necessary approvals from governmental authorities having jurisdiction over the PROJECT, if any.

3. Advise the DISTRICT of any adjustment to the cost estimate for the PROJECT caused by changes in scope or design requirements requested, or approved, in writing by the DISTRICT, or changes in construction costs, and furnish a revised cost estimate for the PROJECT based on the completed Drawings and Specifications.

4. Assist the DISTRICT in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

5. Consult with the DISTRICT concerning the acceptability of subcontractors and other persons or organizations proposed by the general contractor for those portions of the work as to which acceptability is required by the bidding documents.

6. Provide ten (10) complete sets of Drawings, Specifications and Contract Documents and one set of reproducible drawings.

B. Compensation. DISTRICT shall pay to CONSULTANT for Construction Documents services the amount set forth on the attached Exhibit "A".

Section 4. Professional Services During Construction

A. General Services - Scope: After written authorization from the DISTRICT to proceed, the CONSULTANT shall perform the following services during the construction of a phase, or phases, of the PROJECT.

1. Furnish consultation and advice during construction.

2. Make such visits to the site at intervals appropriate to stage of construction to generally observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents; CONSULTANT will not be responsible for the construction means, methods, techniques, sequences or procedures or the safety precautions and programs incident thereto; the CONSULTANT shall provide protection and endeavor to guard the DISTRICT against defects and deficiencies in the work but he shall not be responsible for the acts or omissions of the contractor, or subcontractor, or their employees, or agents, or any person performing any of the work; and during such visits and on the basis of on-site observations as an experienced and qualified design professional, CONSULTANT will keep the DISTRICT informed of the progress of the work, will endeavor to guard DISTRICT against defects and deficiencies in the work of contractor(s) and may disapprove or reject work as failing to conform to the Contract documents.

3. Review and approve or take other appropriate action upon shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the PROJECT and compliance with the information given in the Contract Documents; and assemble maintenance and operating instructions as required by the Contract Documents. The contractor shall be required to draw attention to any material, component, etc., that deviates from the requirement of the Contract Documents.

RB

4. Issue all instructions of the DISTRICT to the contractor(s), prepare routine change orders as required and approved by the DISTRICT, require special inspection or testing of the work (whether or not fabricated, installed or completed), CONSULTANT shall act as an interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the contractor and will make decisions on all claims of the contractor relating to the execution and progress of the work and other matters and questions related thereto; provided, however, such interpretation and decisions shall not be binding on the DISTRICT. If the DISTRICT elects not to abide by the decision of the CONSULTANT, CONSULTANT shall not be liable for results of the DISTRICT'S actions unless such acts of CONSULTANT are found to be in error.

5. Interpret results of required material tests.

6. Obtain from Contractor a set of Record Drawings of the PROJECT as constructed.

7. Based on on-site observations as an experienced and qualified design professional and upon review of the Contractor's application for payment and supporting data, determine the amount owing to the contractor and approve in writing payment to constitute a representation to DISTRICT, based on such observations and review, that the work has progressed to the point indicated and that, to the best of CONSULTANT'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning PROJECT upon substantial completion, the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his

approval), but by approving an application for payment, CONSULTANT shall not be deemed to have represented that he has made any examination to determine how, or for what purpose, the contractor has used the monies paid on account on the contract price.

8. Conduct an inspection to determine if the PROJECT phase under construction is substantially complete and a final inspection to determine if the PROJECT has been completed in accordance with the Contract Documents and the contractor has fulfilled all of his obligations thereunder so that CONSULTANT may approve, in writing, final payment to the contractor.

9. CONSULTANT shall not be responsible for the acts, or omissions, of the contractor, and subcontractor or any of the contractor's, or subcontractor's agents or employees or any other persons performing any of the work under the construction contract.

B. Guarantee Period Inspection – Scope: Inspect the PROJECT prior to expiration of the guarantee period and report any observed discrepancies under guarantees provided by the construction contract.

C. Work Specifically Not Included

1. The cost of testing construction materials and completed construction work, surveying, storm water management, irrigation and environmental services shall not be included. Said work shall be performed under separate contract to DISTRICT.



Section 5. Additional Services

A. Scope: If authorized in writing by the DISTRICT, CONSULTANT shall furnish or obtain from others additional services of the following types:

1. Preparation of applications and supporting documents for governmental grants in connection with the PROJECT.

2. Revising previously approved studies, reports, design documents, Drawings and Specifications, or revisions which are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to their preparations, or owners requested revisions, or are due to any other causes beyond the CONSULTANT'S control, when such revisions are requested by the DISTRICT.

3. Preparing documents for alternate bids requested by DISTRICT for work which is not executed, or for separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents. Alternate bid shall not mean a rebid of the PROJECT or a phase thereof when the previous bids were rejected and no award was made and there are no substantial revisions to the Contract Documents, Drawings and Specifications.

4. Preparing detailed renderings, exhibits or scale models of the PROJECT. The CONSULTANT shall prepare such product for a fixed fee to be negotiated by the parties.

5. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rates schedules,

earnings and expense statements, feasibility studies, appraisals, house counts and valuations.

6. Preparing to serve and serving as an expert witness for DISTRICT in any litigation or other proceeding involving the PROJECT.

7. Providing services relative to future facilities, systems, and equipment which are not intended to be constructed during the Construction Phase.

8. Providing coordination of work performed by separate contractors or by the DISTRICT'S own forces.

9. Providing services in connection with the work of a construction manager or separate consultants retained by the DISTRICT.

10. Providing interior design and other similar services required for, or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

11. Services in connection with work directive changes and change orders to reflect changes requested by the DISTRICT during construction if the resulting changes in compensation is not commensurate with the additional services rendered. Any services required as a result of the error of the CONSULTANT shall be provided at no cost to the DISTRICT.

12. Providing consultation concerning replacement of any work damages by fire or other causes during construction and furnishing services as may be required in connection with the replacement of such work.

13. Providing services made necessary by the default of the contractor, or by major defects, or deficiencies, in the work of the contractor, or by failure of performance of either the DISTRICT, or contractor, under the contract for



construction. Project delays beyond the consultant's control and beyond the time for construction set forth in the contract documents shall be additional services.

14. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

15. Assistance in connection with bid protests, rebidding or renegotiated contracts for construction, material, equipment or services, except when such assistance is required to complete services called for in Section 3.

16. Environmental services as may be required by other governmental agencies.

17. Provide a set of as-built drawings.

18. Site plan approval services as may be required by other governmental agencies.

B. Compensation: DISTRICT shall pay to CONSULTANT for Additional Services the amount set forth in the attached Exhibit "A".

Section 6. DISTRICT'S Responsibilities

A. DISTRICT shall:

1. Provide full information as to its requirements for the PROJECT, including site and building programs, budgets and schedules.

2. Assist CONSULTANT by placing at his disposal all available information pertinent to the site of the PROJECT including previous and any other available data relative to design and construction of the PROJECT.

3. Furnish or authorize CONSULTANT to furnish boundary, right-of-way and utility surveys, easements and right-of-way descriptions, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and

inspections or samples of materials, and other special consultations, all of which CONSULTANT may rely upon in his preparation of the Drawings and Specifications.

4. Guarantee access to and make all necessary provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform his work under this Agreement.

5. Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other document presented by CONSULTANT and shall render, in writing, decision pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT.

6. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incident thereto. Provided, however, nothing herein shall obligate the DISTRICT to bid the PROJECT or a phase thereof or to accept any bid.

7. Provide such legal, financial, accounting and insurance counseling services as may be required for the PROJECT, excluding however, any such services to be performed by CONSULTANT pursuant to other provisions of this Agreement, and such auditing services as DISTRICT may require to ascertain how or for what purpose the contractor used the monies paid to him under the construction agreement.

8. Designate, in writing, a person to act as the DISTRICT'S representative where approvals and authorizations are required by the DISTRICT, with respect to the work to be performed under this Agreement, such person shall have the complete authority to transmit instructions, receive information, interpret and

define DISTRICT'S policies and decision with respect to materials, equipment, elements and systems pertinent to the work covered by this Agreement.

9. Give prompt written notice to CONSULTANT whenever DISTRICT observes or otherwise becomes aware of any defect in the PROJECT.

10. Assist, as necessary, the CONSULTANT in obtaining approvals of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

11. Furnish, or direct, CONSULTANT to provide, at DISTRICT'S expense, necessary additional services as stipulated in Section 4 and Section 5 of this Agreement.

Section 7. Period of Service

A. This Agreement shall take effect upon its execution by both parties.

B. This Agreement may be terminated as follows:

1. By the DISTRICT by thirty (30) days written notice to CONSULTANT.

2. By mutual agreement at any time.

3. If for a period of one (1) year no work shall have been required, or performed hereunder, this Agreement shall automatically terminate, provided CONSULTANT shall have been paid for any work performed prior to termination.

4. If this Agreement is terminated for any reason, CONSULTANT shall be paid for all work performed prior to termination and deliver to DISTRICT copies of such studies, reports, sketches, estimates, Specifications, Drawings,

proposals and other documents as may be required to provide DISTRICT with the work product for which he has paid CONSULTANT.

Section 8. CONSULTANT'S Compensation

A. No deductions shall be made from the CONSULTANT'S compensation on account of penalty, liquidated damages or other amounts withheld from payments to the contractor.

B. Payment for expenses and services performed pursuant to this Agreement shall be made monthly based upon invoices submitted by the CONSULTANT to the DISTRICT.

Section 9. General Terms

A. All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of CONSULTANT as instruments of service subject to DISTRICT'S right to obtain copies thereof at reproduction cost. All such documents shall be made available to the DISTRICT for inspection, at no cost to the DISTRICT, during normal business hours at the CONSULTANT'S place of business. All design documents are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written verifications or adaptation by CONSULTANT will be at DISTRICT'S sole risk and without liability or legal exposure to CONSULTANT.

B. DISTRICT and CONSULTANT each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of

such other party, in respect to all covenants or the Agreement. Except as above, neither DISTRICT nor CONSULTANT shall assign, sublet or transfer this Agreement or any rights hereunder without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

C. Because CONSULTANT has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but CONSULTANT cannot and does not guarantee that bids or other project construction costs will not vary from cost estimates prepared by him.

D. CONSULTANT shall secure and maintain in full force and effect during the term of this Agreement a professional liability policy insuring the errors and omissions and negligence of the CONSULTANT for all professional services performed in an amount not less than One Million Dollars (\$1,000,000.00). Errors and omissions policies shall be maintained by each professional business entity which provides services to the CONSULTANT relating to the planning, design and development of the PROJECT. Certificates of said insurance shall be provided by the CONSULTANT and its subcontract professionals to the DISTRICT prior to any work being performed.

E. The CONSULTANT does hereby agree to indemnify, hold harmless and defend the DISTRICT from all claims brought against the DISTRICT arising out

of errors, omissions or negligent acts of the CONSULTANT in rendering professional services under this Agreement. Additionally, the CONSULTANT shall take out and maintain at his own expense such general public liability, automotive and Workmen's Compensation Insurance as will protect the CONSULTANT and the DISTRICT. The CONSULTANT shall provide the DISTRICT with Certificates of Insurance showing evidence of the types and amounts of insurance required herein. All such policies of insurance shall name the DISTRICT as an additional insured.

F. In the carrying out of the Agreement, CONSULTANT will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to the following: upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post on conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, color or national origin.

G. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

H. The CONSULTANT shall not disclose or permit the disclosure of any confidential information except to his employees and other consultants who need such confidential information in order to properly prepare the Construction Documents.

I. No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising or for any other purpose without prior approval of the DISTRICT.

J. Neither the DISTRICT nor the CONSULTANT shall delegate his duties in this Agreement without the written consent of the other party. It is further specifically understood that the CONSULTANT shall be responsible for the rendering of service of any subcontract professionals.

K. This Agreement represents the entire and integrated agreement between the DISTRICT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both DISTRICT and CONSULTANT.



L. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of Florida.

M. This Agreement is for the sole benefit of the DISTRICT, its successors or assigns and CONSULTANT, and is not intended to benefit any third party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

GREATER BOCA RATON BEACH
& PARK DISTRICT

By: Susan Vogelgesang
SUSAN VOGELGESANG, Chairperson

Attest:

Earl L. Starkoff Secretary-Treasurer

Approved as to form:
Arthur C. Koski
ARTHUR C. KOSKI, Legal Counsel

State of Florida
County of Palm Beach

On this 18th day of August 2014 before me, an officer duly authorized to administer oaths and to take acknowledgments, personally appeared Susan Vogelgesang, Chairperson, to be the person described in and who executed the above Agreement for Services, and she acknowledged before me that she executed the same for the purposes therein, and that she was duly authorized by the Greater Boca Raton Beach & Park District to execute the above for the purposes stated therein.

My Commission Expires: 09/18/2017



Madlane Bentivegna
Notary Public, State of Florida

Madlane Bentivegna
(Print Name of Notary Public)

(X) Personally known or () Produced Identification

RY

ZIMMER CONSTRUCTION
CONSULTANTS, P.A.

By: Richard M Zimmer, P.E.

Attest:

Dal Full

State of Florida
County of Palm Beach

On this 18th day of August, 2014 before me, an officer duly authorized to administer oaths and to take acknowledgments, personally appeared Richard M Zimmer as President for ZIMMER CONSTRUCTION CONSULTANTS, P.A. to be the person described in and who executed the above Agreement for Services, and he/she acknowledged before me that he/she executed the same for the purposes therein, and that he/she was duly authorized by the ZIMMER CONSTRUCTION CONSULTANTS, P.A. to execute the above for the purposes stated therein.

Karyn Travaglino
Notary Public, State of Florida

Karyn Travaglino
(Print Name of Notary Public)

My Commission Expires: 8/14/18



Personally known or () Produced Identification

EXHIBIT "A"
COMPENSATION SCHEDULE

ITEM

FEE

Clubhouse	\$90,000
Parking Lot Expansion – Includes Civil & Landscape	\$55,000
Event Gazebo at Tennis Center	\$15,000
Bridge Reconfiguration / Gazebo	\$15,000
Tennis Pro Shop Work	\$45,000
Site/Pool Area Development	\$13,000
Maintenance/Trailer Refurbishment	\$27,500

Total Fee

\$260,500

SCHEDULE OF PAYMENT

Schematic Design	40%
Construction Drawings	50%
Construction Administration	10%

Invoices shall be submitted monthly based upon progress of work.

A. \$25,000 Retainer shall be paid with full credits to be applied to first monthly billings

Any site plan approval process authorized by the DISTRICT shall be paid on the following hour rates:

Principal	\$175.00
Staff Architect	\$ 75.00
Administration	\$ 35.00



November 1, 2016

TO: Mayor and City Council

FROM: Leif J. Ahnell, C.P.A., C.G.F.O.
City Manager

A handwritten signature in blue ink, appearing to be "Leif J. Ahnell", is written over the "FROM" field.

SUBJECT: Fiscal Year 2016 - 2017 Pay and Classification Plan for
Employees Not Represented by a Certified Bargaining Unit

RECOMMENDATION: I recommend the adoption of the attached resolution updating the City's Pay and Classification Plan for Fiscal Year 2016 - 2017, for employees not represented by a certified bargaining unit in the City of Boca Raton.

BACKGROUND: The resolution provides a one-time, non-pensionable lump sum payment of two and one half percent (2.5%) of the annual base wage rate for all full-time, non-bargaining employees and executive employees who were employed on September 25, 2016 and who have remained continuously employed through November 20, 2016.

The resolution also provides for a base wage rate increase of one thousand seven hundred and fifty dollars (\$1,750) for full-time non-bargaining employees earning less than an annual base wage rate of forty-three thousand seven hundred and fifty dollars (\$43,750). Full-time non-bargaining employees, including executive employees, earning an annual base rate of forty-three thousand seven hundred and fifty dollars (\$43,750) or greater and part-time employees (not including seasonal and temporary employees) will have their annual base wage rate increased by four percent (4%). To be eligible for this base wage rate increase, employees must have been employed as of September 25, 2016 and remain continuously employed through November 20, 2016.

This resolution also updates the Pay and Classification Plan for full-time and part-time non-bargaining employees and includes the addition of new salary grades, 44 through 51.

FISCAL IMPACT: The fiscal impact of the Pay and Classification Plan and the non-pensionable lump sum payments has been included in the fiscal year 2016 - 2017 budget.

PREPARED BY: Mark H. Buckingham, Director of Human Resources

City of Boca Raton



Incorporated 1925

RESOLUTION

133-2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

A RESOLUTION OF THE CITY OF BOCA RATON
UPDATING THE PAY AND CLASSIFICATION PLANS
FOR FULL-TIME, PERMANENT, NON-BARGAINING
EMPLOYEES AND FOR PART-TIME EMPLOYEES;
PROVIDING FOR A LUMP SUM PAYMENT TO CERTAIN
EMPLOYEES AND AN INCREASE TO BASE WAGES TO
CERTAIN EMPLOYEES; AFFIRMING THE NUMBER OF
FLOATING HOLIDAYS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR REPEALER; PROVIDING AN
EFFECTIVE DATE

WHEREAS, the City's Pay and Classification Plan for full-time, permanent, non-bargaining employees (i.e., not represented by a certified bargaining unit) ("Non-Union Employees") was last updated on September 22, 2015, by Resolution No. 121-2015; and

WHEREAS, the City's Pay and Classification Plan for part-time employees ("Part-Time Employees") was created on September 22, 2015, by Resolution No. 121-2015; and

WHEREAS, the City Council has determined that it is appropriate and in the public interest to update the City's Pay and Classification Plan for Non-Union Employees and the Pay

1 and Classification Plan for Part-Time Employees to effectuate increases in the salary minimums
2 and maximums; and

3 WHEREAS, the City Council has determined that it is appropriate and in the public
4 interest to provide to each Non-Union Full-Time Employee and to each Part-Time Employee an
5 increase in their base wage rate; and

6 WHEREAS, the City Council has determined that it is appropriate and in the public
7 interest to provide to each Non-Union Employee an advance payment for services to be
8 rendered for Fiscal Year 2016 – 2017, which advance payment will neither be added to base
9 wages nor constitute pensionable wages; and

10 WHEREAS, the City Council desires to reaffirm the number of floating holidays
11 provided for Non-Union Employees; now therefore

12
13 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA
14 RATON:

15
16 Section 1. The Pay and Classification Plans for Non-Union Employees and for Part-
17 Time Employees for Fiscal Year 2016-2017, attached hereto as Exhibit "A" and Exhibit "B,"
18 respectively, are hereby adopted and shall remain in effect for all subsequent fiscal years unless
19 and until amended or repealed.

20 Section 2. On November 25, 2016 (or the next pay date thereafter), each Non-Union
21 Employee who was continuously employed from September 25, 2016 through November 20,
22 2016, shall receive an advance, lump sum payment for services to be rendered for Fiscal Year
23 2016 - 2017, in the amount equal to two and one-half percent (2 1/2%) of their base wages (at
24 their base wage rate in effect as of September 25, 2016). Said payment will neither be added to
25 base wages nor constitute pensionable wages (and therefore shall not be considered
26 "earnings", "compensation", or "other payments" for pension purposes). The advance payment

1 is not for services previously rendered, and is neither compensation nor a bonus under Section
2 215.245, Florida Statutes. Non-Union Employees who commenced employment with the City
3 after September 25, 2016 shall not receive such advance, lump sum payment.

4 Section 3. Effective on September 26, 2016, the base wage rates for all Non-Union
5 Employees, who were continuously employed from September 25, 2016 through November 20,
6 2016, whose annualized base wages are less than forty-three thousand seven hundred and fifty
7 dollars (\$43,750) shall be increased by an amount equal to \$1,750 on an annualized basis.
8 Non-Union Employees who commenced employment with the City after September 25, 2016
9 shall not receive such increase in their base wage rate.

10 Section 4. Effective on September 26, 2016, the base wage rates for (i) all Non-
11 Union Employees who were continuously employed from September 25, 2016 to November 20,
12 2016, whose annualized base wages are equal to forty-three thousand seven hundred and fifty
13 dollars (\$43,750) or greater, and (ii) all Part-Time Employees who were continuously employed
14 from September 25, 2016 through November 20, 2016, shall be increased by four percent (4%).

15 Section 5. There shall be no merit increases available to Non-Union Employees
16 or Part-Time Employees in Fiscal Year 2016 - 2017.

17 Section 6. Pursuant to Article II, Section 2(A) of the City's Personnel Rules and
18 Regulations, the number of floating holidays granted to Non-Union Employees shall remain at
19 three (3) floating holidays per year, and for executive employees the number shall remain as
20 specified in the Executive Benefit Plan. The number of floating holidays shall remain in effect in
21 the subsequent years unless and until amended or repealed.

22 Section 7. For purposes of this resolution, the term Non-Union Employee includes all
23 executive employees (which are classified as D1 through D7, DD2 through DD5, the City
24 Manager and the City Attorney).

25 Section 8. If any section, subsection, clause or provision of this resolution is held
26 invalid, the remainder shall not be affected by such invalidity.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

Section 9. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed; specifically, Resolution No. 121-2015 is hereby superseded and repealed.

Section 10. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Boca Raton this _____ day of _____, 2016.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Susan Haynie, Mayor

Susan S. Saxton, City Clerk



COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN HAYNIE			
DEPUTY MAYOR MICHAEL MULLAUGH			
COUNCIL MEMBER JEREMY RODGERS			
COUNCIL MEMBER SCOTT SINGER			
COUNCIL MEMBER ROBERT S. WEINROTH			

Exhibit A								
Non-Bargaining and Executives								
Pay and Classification Plan								
Fiscal Year 2016/2017								
Salary Grade	Hourly Minimum	Annual Minimum		Hourly Midpoint	Annual Midpoint		Hourly Maximum	Annual Maximum
0	\$ 11.2665	\$ 23,434		\$ 14.4625	\$ 30,082		\$ 17.6585	\$ 36,730
1	\$ 11.6696	\$ 24,273		\$ 15.0467	\$ 31,297		\$ 18.4238	\$ 38,321
2	\$ 11.9020	\$ 24,756		\$ 15.3738	\$ 31,977		\$ 18.8456	\$ 39,199
3	\$ 12.1346	\$ 25,240		\$ 15.6944	\$ 32,644		\$ 19.2542	\$ 40,049
4	\$ 12.4319	\$ 25,858		\$ 16.0537	\$ 33,392		\$ 19.6756	\$ 40,925
5	\$ 12.6645	\$ 26,342		\$ 16.3743	\$ 34,059		\$ 20.0842	\$ 41,775
6	\$ 12.9228	\$ 26,879		\$ 16.7342	\$ 34,807		\$ 20.5456	\$ 42,735
7	\$ 13.1942	\$ 27,444		\$ 17.0873	\$ 35,542		\$ 20.9805	\$ 43,639
8	\$ 13.4785	\$ 28,035		\$ 17.4732	\$ 36,344		\$ 21.4680	\$ 44,653
9	\$ 13.7368	\$ 28,572		\$ 17.8462	\$ 37,120		\$ 21.9588	\$ 45,674
10	\$ 14.0470	\$ 29,218		\$ 18.2516	\$ 37,963		\$ 22.4795	\$ 46,757
11	\$ 14.3571	\$ 29,863		\$ 18.6702	\$ 38,834		\$ 23.0277	\$ 47,898
12	\$ 14.7059	\$ 30,588		\$ 19.0951	\$ 39,718		\$ 23.5486	\$ 48,981
13	\$ 14.9386	\$ 31,072		\$ 19.4881	\$ 40,535		\$ 24.1241	\$ 50,178
14	\$ 15.3133	\$ 31,852		\$ 19.9523	\$ 41,501		\$ 24.6999	\$ 51,376
15	\$ 15.6749	\$ 32,604		\$ 20.4230	\$ 42,480		\$ 25.3029	\$ 52,630
16	\$ 15.9594	\$ 33,195		\$ 20.8288	\$ 43,324		\$ 25.8512	\$ 53,770
17	\$ 16.3210	\$ 33,948		\$ 21.3457	\$ 44,399		\$ 26.5502	\$ 55,224
18	\$ 16.6570	\$ 34,646		\$ 21.8036	\$ 45,351		\$ 27.1532	\$ 56,479
19	\$ 17.0706	\$ 35,507		\$ 22.3173	\$ 46,420		\$ 27.7562	\$ 57,733
20	\$ 17.4453	\$ 36,286		\$ 22.8753	\$ 47,581		\$ 28.4825	\$ 59,244
21	\$ 17.8587	\$ 37,146		\$ 23.4192	\$ 48,712		\$ 29.1403	\$ 60,612
22	\$ 18.1947	\$ 37,845		\$ 23.9503	\$ 49,817		\$ 29.8531	\$ 62,094
23	\$ 18.6082	\$ 38,705		\$ 24.4874	\$ 50,934		\$ 30.4973	\$ 63,434
24	\$ 19.0344	\$ 39,591		\$ 25.1133	\$ 52,236		\$ 31.3059	\$ 65,116
25	\$ 19.4737	\$ 40,505		\$ 25.7049	\$ 53,466		\$ 32.0322	\$ 66,627
26	\$ 19.8872	\$ 41,365		\$ 26.2955	\$ 54,695		\$ 32.7833	\$ 68,189
27	\$ 20.3655	\$ 42,360		\$ 26.9646	\$ 56,086		\$ 33.6241	\$ 69,938
28	\$ 20.8175	\$ 43,300		\$ 27.6415	\$ 57,494		\$ 34.5079	\$ 71,776
29	\$ 21.2827	\$ 44,268		\$ 28.2826	\$ 58,828		\$ 35.3062	\$ 73,437
30	\$ 21.7738	\$ 45,289		\$ 28.9870	\$ 60,293		\$ 36.2042	\$ 75,305
31	\$ 22.2536	\$ 46,288		\$ 29.6849	\$ 61,745		\$ 37.1162	\$ 77,202
32	\$ 22.7641	\$ 47,349		\$ 30.3963	\$ 63,224		\$ 38.0285	\$ 79,099
33	\$ 23.2883	\$ 48,440		\$ 31.1216	\$ 64,733		\$ 38.9549	\$ 81,026
34	\$ 23.9064	\$ 49,725		\$ 31.9153	\$ 66,384		\$ 39.9242	\$ 83,042
35	\$ 24.4304	\$ 50,815		\$ 32.6976	\$ 68,011		\$ 40.9648	\$ 85,207
36	\$ 25.0349	\$ 52,073		\$ 33.5130	\$ 69,707		\$ 41.9911	\$ 87,341
37	\$ 25.5861	\$ 53,219		\$ 34.3302	\$ 71,407		\$ 43.0743	\$ 89,595
38	\$ 26.1772	\$ 54,449		\$ 35.1532	\$ 73,119		\$ 44.1291	\$ 91,788
39	\$ 26.4327	\$ 54,980		\$ 35.5125	\$ 73,866		\$ 44.5923	\$ 92,752
40	\$ 26.6880	\$ 55,511		\$ 35.8718	\$ 74,613		\$ 45.0556	\$ 93,716
41	\$ 26.9422	\$ 56,040		\$ 36.2291	\$ 75,356		\$ 45.5160	\$ 94,673
42	\$ 27.1990	\$ 56,574		\$ 36.5940	\$ 76,115		\$ 45.9889	\$ 95,657
43	\$ 27.4585	\$ 57,114		\$ 36.9603	\$ 76,877		\$ 46.4621	\$ 96,641
44	\$ 27.8133	\$ 58,256		\$ 37.5350	\$ 78,073		\$ 47.0624	\$ 97,890
45	\$ 28.5678	\$ 59,421		\$ 38.1757	\$ 79,405		\$ 47.7835	\$ 99,390
46	\$ 29.1392	\$ 60,610		\$ 38.8820	\$ 80,875		\$ 48.6249	\$ 101,140
47	\$ 29.7220	\$ 61,822		\$ 39.6542	\$ 82,481		\$ 49.5864	\$ 103,140
48	\$ 30.3164	\$ 63,058		\$ 40.4923	\$ 84,224		\$ 50.6681	\$ 105,390
49	\$ 30.9228	\$ 64,319		\$ 41.3964	\$ 86,105		\$ 51.8701	\$ 107,890
50	\$ 31.5412	\$ 65,606		\$ 42.3667	\$ 88,123		\$ 53.1922	\$ 110,640
51	\$ 32.1720	\$ 66,918		\$ 43.4033	\$ 90,279		\$ 54.6347	\$ 113,640

Exhibit "A"								
Non-Bargaining and Executives								
Pay and Classification Plan								
Fiscal Year 2016/2017								
Salary Grade	Hourly Minimum	Annual Minimum		Hourly Midpoint	Annual Midpoint		Hourly Maximum	Annual Maximum
D1	\$ 25.9125	\$ 53,898		\$ 37.0597	\$ 77,084		\$ 48.2069	\$ 100,270
D2	\$ 29.7702	\$ 61,922		\$ 40.5352	\$ 84,313		\$ 51.3003	\$ 106,705
D3	\$ 34.2357	\$ 71,210		\$ 45.4117	\$ 94,456		\$ 56.5878	\$ 117,703
D4	\$ 38.9932	\$ 81,106		\$ 50.9085	\$ 105,890		\$ 62.8239	\$ 130,674
D5	\$ 42.1348	\$ 87,640		\$ 53.8807	\$ 112,072		\$ 65.6265	\$ 136,503
D6	\$ 45.2763	\$ 94,175		\$ 57.8435	\$ 120,315		\$ 70.4108	\$ 146,454
D7	\$ 46.4079	\$ 96,528		\$ 59.8175	\$ 124,420		\$ 73.2270	\$ 152,312
DD2	\$ 47.5395	\$ 98,882		\$ 63.4530	\$ 131,982		\$ 79.3666	\$ 165,083
DD3	\$ 52.2941	\$ 108,772		\$ 67.8169	\$ 141,059		\$ 83.3397	\$ 173,346
DD4	\$ 55.4099	\$ 115,253		\$ 69.9279	\$ 145,450		\$ 84.4458	\$ 175,647
DD5	\$ 58.5257	\$ 121,733		\$ 72.3581	\$ 150,505		\$ 86.1904	\$ 179,276

Exhibit "B"								
Part-Time								
Pay and Classification Plan								
Fiscal Year 2016/2017								
Salary Grade	Hourly Minimum	Annual Minimum		Hourly Midpoint	Annual Midpoint		Hourly Maximum	Annual Maximum
0	\$ 9.9758	\$ 20,750		\$ 13.4326	\$ 27,940		\$ 16.8894	\$ 35,130
1	\$ 10.4118	\$ 21,657		\$ 14.0645	\$ 29,254		\$ 17.7171	\$ 36,852
2	\$ 10.6632	\$ 22,179		\$ 14.4183	\$ 29,990		\$ 18.1734	\$ 37,801
3	\$ 10.9148	\$ 22,703		\$ 14.7650	\$ 30,711		\$ 18.6153	\$ 38,720
4	\$ 11.2363	\$ 23,372		\$ 15.1537	\$ 31,520		\$ 19.0711	\$ 39,668
5	\$ 11.4879	\$ 23,895		\$ 15.5005	\$ 32,241		\$ 19.5130	\$ 40,587
6	\$ 11.7673	\$ 24,476		\$ 15.8897	\$ 33,051		\$ 20.0121	\$ 41,625
7	\$ 12.0608	\$ 25,086		\$ 16.2716	\$ 33,845		\$ 20.4825	\$ 42,604
8	\$ 12.3683	\$ 25,726		\$ 16.6890	\$ 34,713		\$ 21.0098	\$ 43,700
9	\$ 12.6477	\$ 26,307		\$ 17.0924	\$ 35,552		\$ 21.5371	\$ 44,797
10	\$ 12.9832	\$ 27,005		\$ 17.5310	\$ 36,464		\$ 22.0787	\$ 45,924
11	\$ 13.3186	\$ 27,703		\$ 17.9837	\$ 37,406		\$ 22.6488	\$ 47,110
12	\$ 13.6959	\$ 28,487		\$ 18.4432	\$ 38,362		\$ 23.1906	\$ 48,236
13	\$ 13.9476	\$ 29,011		\$ 18.8683	\$ 39,246		\$ 23.7890	\$ 49,481
14	\$ 14.3528	\$ 29,854		\$ 19.3704	\$ 40,290		\$ 24.3879	\$ 50,727
15	\$ 14.7439	\$ 30,667		\$ 19.8795	\$ 41,349		\$ 25.0150	\$ 52,031
16	\$ 15.0517	\$ 31,307		\$ 20.3185	\$ 42,262		\$ 25.5852	\$ 53,217
17	\$ 15.4428	\$ 32,121		\$ 20.8775	\$ 43,425		\$ 26.3122	\$ 54,729
18	\$ 15.8062	\$ 32,877		\$ 21.3727	\$ 44,455		\$ 26.9393	\$ 56,034
19	\$ 16.2535	\$ 33,807		\$ 21.9100	\$ 45,573		\$ 27.5664	\$ 57,338
20	\$ 16.6588	\$ 34,650		\$ 22.4903	\$ 46,780		\$ 28.3218	\$ 58,909
21	\$ 17.1059	\$ 35,580		\$ 23.0559	\$ 47,956		\$ 29.0059	\$ 60,332
22	\$ 17.4694	\$ 36,336		\$ 23.6083	\$ 49,105		\$ 29.7472	\$ 61,874
23	\$ 17.9166	\$ 37,267		\$ 24.1669	\$ 50,267		\$ 30.4172	\$ 63,268
24	\$ 18.3776	\$ 38,225		\$ 24.8179	\$ 51,621		\$ 31.2581	\$ 65,017
25	\$ 18.8527	\$ 39,214		\$ 25.4331	\$ 52,901		\$ 32.0135	\$ 66,588
26	\$ 19.3000	\$ 40,144		\$ 26.0416	\$ 54,167		\$ 32.7833	\$ 68,189
27	\$ 19.8173	\$ 41,220		\$ 26.7207	\$ 55,579		\$ 33.6241	\$ 69,938
28	\$ 20.3062	\$ 42,237		\$ 27.4070	\$ 57,007		\$ 34.5079	\$ 71,776
29	\$ 20.8093	\$ 43,283		\$ 28.0578	\$ 58,360		\$ 35.3062	\$ 73,437
30	\$ 21.3405	\$ 44,388		\$ 28.7723	\$ 59,846		\$ 36.2042	\$ 75,305
31	\$ 21.8438	\$ 45,435		\$ 29.4800	\$ 61,318		\$ 37.1162	\$ 77,202
32	\$ 22.3746	\$ 46,539		\$ 30.2016	\$ 62,819		\$ 38.0285	\$ 79,099
33	\$ 22.9199	\$ 47,673		\$ 30.9374	\$ 64,350		\$ 38.9549	\$ 81,026
34	\$ 23.5627	\$ 49,010		\$ 31.7434	\$ 66,026		\$ 39.9242	\$ 83,042
35	\$ 24.1076	\$ 50,144		\$ 32.5362	\$ 67,675		\$ 40.9648	\$ 85,207
36	\$ 24.7363	\$ 51,452		\$ 33.3637	\$ 69,396		\$ 41.9911	\$ 87,341
37	\$ 25.3095	\$ 52,644		\$ 34.1919	\$ 71,119		\$ 43.0743	\$ 89,595
38	\$ 25.9243	\$ 53,923		\$ 35.0267	\$ 72,856		\$ 44.1291	\$ 91,788
39	\$ 26.1900	\$ 54,475		\$ 35.3911	\$ 73,614		\$ 44.5923	\$ 92,752
40	\$ 26.4555	\$ 55,027		\$ 35.7555	\$ 74,372		\$ 45.0556	\$ 93,716
41	\$ 26.7198	\$ 55,577		\$ 36.1179	\$ 75,125		\$ 45.5160	\$ 94,673
42	\$ 26.9870	\$ 56,133		\$ 36.4879	\$ 75,895		\$ 45.9889	\$ 95,657
43	\$ 27.2569	\$ 56,694		\$ 36.8595	\$ 76,668		\$ 46.4621	\$ 96,641



Greater Boca Raton Beach & Park District

300 South Military Trail, Boca Raton, Florida 33486
Telephone: (561) 417-4599 Telefax: (561) 347-3945
www.mybocaparks.org

Board of Commissioners

Steven M. Engel
Dr. Dennis R. Frisch
Robert K. Rollins, Jr.
Earl L. Starkoff
Susan Vogelgesang

December 1, 2016

To: Board of Commissioners
From: Arthur C. Koski
Subject: Proposed Schedule of District Board Meetings & Office Closings for 2017

Listed below is the 2017 proposed schedule for Board meetings and dates on which the office will be closed. I request approval of the District calendar for 2017.

Board Meetings

January 9 & 17

February 6 & 21

March 6 & 20

April 3 & 17

May 1 & 15

June 5 & 19

July 5 & 17

August 7 & 21

September 5 & 18

October 2 & 16

November 6 & 20

December 4 & 18

Holiday Closings

January 1 – New Year’s Day
January 2 – Office Closed
January 16 – Martin Luther King Day

February 20 – President’s Day

May 29 – Memorial Day

July 4 – Independent Day

September 4 – Labor Day

October 9 – Columbus Day

November 10 – Veteran’s Day
November 23 – Thanksgiving
November 24 – Office Closed

December 25 – Christmas Day

Note: Rosh Hashanah – Wed. September 20; Yom Kippur – Fri. Sept.29