

CITY OF DELRAY BEACH

OFFICE OF THE CITY MANAGER





City Commission Information Letter

March 1, 2024

Progress Regarding Badger Meter Encoder Replacement Project

As discussed, during last week's regular City Commission meeting, administration of the Badger Meters, Inc. warranty to replace malfunctioning encoders was recently initiated. This has likewise resulted in the delivery of the first 1,000 devices, as well as deployment of an external crew to work closely with the Department of Utilities to install and test, accordingly.

While it is anticipated that the remainder of all defective encoders are to be addressed via this process during the next three months, current manual meter reading activities will gradually become less necessary.

Meanwhile, for good measure, as the City of Delray Beach has been successful in its engagement with Badger Meters, Inc. relative to transactions to this effect at no additional cost to our organization and community, the attached warranty provisions are also being provided with this report.

Drop-Off Agreement Involving the Solid Waste Authority of Palm Beach County for Ancillary Cardboard and Paper Recycling

Please be advised that the Department of Neighborhood and Community Services is currently working collaboratively with the Solid Waste Authority of Palm Beach County (SWA) to expand a cardboard and paper recycling public drop-off presence in the vicinity of the Florida East Coast Railroad, north of Atlantic Avenue, as well as the north parking lot of City Hall.

As referenced in the attached electronic mail message from Director of Neighborhood and Community Services Sam Walthour, specific guidance to this effect likewise involves approval of a formal location agreement with SWA to position and continue servicing receptacles for this purpose.

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With the Office of the City Manager having recently executed the necessary agreements with SWA, arrangements as noted are likewise now in effect.

Updates to Employee Recognition Programming

As the City of Delray Beach (as an organization) continues to execute unprecedented levels of project and program implementation, as well as to likewise foster improvements to customer service orientation in all departments, please be advised that direction is being offered to update employee recognition programs that more flexibly enable appreciation of individual staff member contributions, accordingly.

As noted in the attached electronic mail message from Director of Human Resources Duane D'Andrea, direction to this effect includes revisions to applicable administrative policies that now enable department directors to submit nominations for explementary employee performance awards.

As opportunities in these regards currently appear to rise at any given juncture, considerations to this effect will therefore become available without regard to any specific time schedule.

With implementation protocols as outlined having been a discussion as part of last week's Executive Leadership Team meeting, guidance to proceed respectively is now in effect.

Memorandum of Understanding to Support Barwick Park Story Trail Collaboration Involving Delray Beach Kiwanis Club

With the Delray Beach Kiwanis Club currently slated to receive external funding from its foundation to help support development of ancillary parks and recreation opportunities for our community, please be advised that direction to this effect presently involves the implementation of what is known as a "story trail" to be featured at Barwick Park.

As noted in the attached background information, a story trail features approximate 18"x24" mounted frames that references passages from children's storybooks, designed and positioned to encourage both ancillary youth literacy

City Commission Information Letter March 1, 2024 Page 3

and physical fitness programming. Given the existing trail feature throughout Barwick Park, this facility has been deemed suitable for this well received opportunity.

As external funding as outlined is anticipated to be awarded in the coming weeks, a Memorandum of Understanding between the City of Delray Beach and the Delray Beach Kiwanis Club that outlines installation and maintenance responsibilities will therefore be directed.

Calendar of Meetings, Activities, and Functions

Two days ago, both Assistant City Manager Jeff Oris and I hosted a meeting with a Ms. Frances Gallito, an individual that recently advised my office that she is a representative of Pesaro, Italy, and its efforts to continue its Sister City relationship with Delray Beach, Florida that was first initiated between 2017 and 2019.

Although Ms. Gallito was quite anxious and insistent that she is the duly appointment representative in this regard, we advised her that the City of Delray Beach will not be at liberty to proceed as outlined until we've secured an official confirmation and communication from officials of Pesaro. She was therefore advised to feel free to engage with elected leadership in that community to help achieve what is necessary for all involved to move forward, accordingly.

Enclosures:

Electronic Mail Message Exchange Involving Hassan Hadjimiry and Ron Lilley/Badger Inc. – Warranties for Delray Beach Warranty Provisions from Badger Meter
Electronic Mail Message from Sam Walthour – Public Drop-Off Location Agreements Involving SWA
Electronic Mail Message from Duane D'Andrea – (Employee) Exemplary Performance
Accessories Description from Barking Dog Exhibits – StoryWalk Sign Frame Backer Sheets
Aerial Map of Barwick Road – Proposed Story Trail Locations
Calendar for Business Week of February 26, 2024

CM/Documents/City Commission Information Letter 98

Terrence R. Moore

From: Hadjimiry, Hassan

Sent: Friday, February 23, 2024 1:10 PM

To: Gelin, Lynn

Cc: Terrence R. Moore; Dunkley, Hugh
Subject: FW: Warranties for Delray Beach FL

Attachments: RDM-WR-00685-EN-07_AWWA Lead-Free Disc Meter Warranty.pdf; ORI-WR-00531-

EN-06_Water Products Warranty.pdf; ORI-WR-00531-EN-08_Water Products .pdf

Importance: High

FYI,



Hassan Hadjimiry, P.E.

Utilities Director City of Delray Beach 434 S. Swinton Avenue Delray Beach, FL 33444



561.243.7303



hadjimiryh@mydelraybeach.com

From: Lilley, Ron <RLilley@badgermeter.com> Sent: Friday, February 23, 2024 12:55 PM

To: Hadjimiry, Hassan Hadjimiryh@mydelraybeach.com

Cc: Phillips, Angela <aphillips@badgermeter.com>; Willis, Matthew <MWillis@badgermeter.com>; Middaugh, Colin

<CMiddaugh@badgermeter.com>

Subject: FW: Warranties for Delray Beach FL

Importance: High

Please be cautious

This email originated from outside of The City of Delray Beach. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hassan,

As requested on 2/22/2024, the attached warranties are for the subject BMI products in the DRB system. These warranties are still in force (valid) and are taken from the period (2014-2015), applicable to the purchase and installation of the DRB AMI system.

Please share withe DRB team members.

Best, Ron Lilley

Sales Manager - East Region

Mob: +1 (336) 971-9601 | rlilley@badgermeter.com | badgermeter.com Badger Meter | 4545 W Brown Deer Rd | PO Box 245036 | Milwaukee | Wi 53224-9536

NOTICE: The information contained in this message may be confidential and/or privileged. If you have received this transmission in error, please contact sender and delete it immediately. If you are the unintended recipient, please do not use, retransmit, or distribute this message. Unintended receipt is not a waiver of any legal privilege.

Please note that the discussion of any contract terms in this correspondence does not imply entering into a legally binding contract as final agreement binding Badger Meter is subject to certain explicit written approval from the company's internal legal team and from appropriate management.

MANUFACTURING MANUFACTURING



From: Miller, Janine < <u>JMiller@badgermeter.com</u>>

Sent: Thursday, February 22, 2024 5:13 PM **To:** Lilley, Ron < RLilley@badgermeter.com >

Subject: Warranties Importance: High

Hi Ron..

Based on the dates you gave me, the warranty for the M35 and M55 would be RDM-WR-00685-EN-07 (attached). The next warranty after this one is for meters sold after 2019.

I attached 2 ORION SE endpoint warranties: ORI-WR-00531-EN-06 and ORI-WR-00531-EN-08. Again, these seem to be the best fit for the dates (2014, 2015) you gave me. The warranty for the SE endpoints is the same in both these warranties. If you need a warranty for dates earlier than these, let me know. This warranty was updated quite a few times but the endpoint warranties always seem to be the same.

FYI - If the customer was given a customized warranty, just for them, that would supercede these. But I would need more information to check.

Hope these help.

Janine Miller

Senior Technical Documentation Specialist

Tel: +1 (414) 371-5776 | <u>imiller@badgermeter.com</u> | <u>badgermeter.com</u> Badger Meter | 4545 W Brown Deer Rd | PO Box 245036 | Milwaukee | WI 53224-9536



Badger Meter | ORION® Water Products

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI water endpoints, endpoint assemblies, reading hardware and software sold outside of a managed solution, on or after December 17, 2015.

ORION series AMR/AMI water endpoints include Fixed Network (SE), Migratable (ME), Classic (CE) and Classic with Data Profiling (CE). Endpoint assemblies include ORION endpoints shipped with Badger Meter HR E-LCD, HR-E, ADE*, RTR* encoders and E-Series* meters.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI water endpoints, endpoint assemblies, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Endpoints ¹	20 years and 6 months after shipment
ORION Endpoint Assemblies ^{1, 2}	20 years and 6 months after shipment
Panasonic® Toughpad® Tablet	36 months after shipment
Trimble® Ranger Handheld and Charging Cradle	36 months after shipment
ORION Mobile ME Transceiver Kit or CE Receiver Kit	36 months after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year and 6 months after shipment
ReadCenter® Reading Data Management Software	1 year and 6 months after shipment
ORS Mobile Reading System for ReadCenter	36 months after shipment
ORION CE Serial Repeater	90 days
ORION Permalog+ Acoustic Leak Logger	3 years and 6 months after shipment

¹ Badger Meter warrants endpoints, endpoint assemblies and endpoint batteries—collectively ORION endpoint Products—to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION endpoint Product list prices at the time of ORION endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount.

² ORION endpoint is warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter Warranty for meter, electronics and battery coverage.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty



Badger Meter | ORION® Water Products

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI water endpoints, endpoint assemblies, reading hardware and software sold on or after September 22, 2014.

ORION series AMR/AMI water endpoints include Fixed Network (SE), Migratable (ME), Classic (CE) and Classic with Data Profiling (CE). Endpoint assemblies include ORION endpoints shipped with Badger Meter HR E-LCD, HR-E, ADE*, RTR* encoders and E-Series* meters.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI water endpoints, endpoint assemblies, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

Endpoints ¹	20 years and 6 months after shipment
Endpoint Assemblies ^{1,2}	20 years and 6 months after shipment
CE Serial Repeater	5 years and 6 months after shipment
Permalog+ Acoustic Leak Logger	3 years and 6 months after shipment
SE, SE II Network Gateway Transceiver	1 year and 6 months after shipment
CE (4.0, 2.0) Network Gateway Receiver	1 year and 6 months after shipment
Mobile Reading System	1 year and 6 months after shipment
Trimble® Ranger Handheld and Charging Cradle	1 year and 6 months after shipment
Mobile ME Transceiver Kit or CE Receiver Kit	1 year and 6 months after shipment
ReadCenter® Reading Data Management Software	1 year and 6 months after shipment

Badger Meter warrants endpoints, endpoint assemblies and endpoint batteries—collectively ORION endpoint Products—to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION endpoint Product list prices at the time of ORION endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty

² ORION endpoint is warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter Warranty for meter, electronics and battery coverage.



Badger Meter Lead-Free Bronze Disc Meters

PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models LP through 170, when used to measure potable water, including the registers and encoders used with these meters (collectively "Product") sold on or after November 1, 2012. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy	
Recordall Meter Model, Size The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:		The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:	Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:	
Model LP, 5/8" and 5/8" x 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 20 gpm safe maximum operating capacity and a 10 gpm maximum rate for continuous operation.	_	
Model 25, 5/8" and 5/8" x 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.	
Model 35, 3/4"	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.	
Model 55, 1"	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.			
Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.		Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	
Model 120, 1-1/2" Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.		Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.	
Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.		Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.	

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or Badger Meter agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability. The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.

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www.badgermeter.com

Terrence R. Moore

From: Walthour, Sammie

Sent: Wednesday, February 28, 2024 3:16 PM

To: Terrence R. Moore

Subject: Public Drop-off Location Agreements

Good afternoon, Mr. Manager.

The recently executed public drop-off location agreements with the Solid Waste Authority of Palm Beach County (SWA) allows the public continued access to recycling opportunities in the city. As noted respectively in the agreements, the drop-off locations are at the north parking lot of City Hall and the parking lot near the FEC railroad just north of Atlantic Avenue.

We will continue to work proactively with SWA to expand recycling locations for the public in Delray Beach.

Thanks,

Sam

Sammie L. Walthour, MSM, Director Neighborhood and Community Services Department 100 NW First Avenue Delray Beach, FL 33444 Work: (561) 243-7240 Mobile: (561) 400-4511 www.delraybeachfl.gov



TRUST: Transparency - Respect - Unconditional support - Shared vision - Teamwork

PUBLIC RECORDS NOTE: Florida has a very broad public records law. Most written communications to or from local officials, employees, or the general public regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Terrence R. Moore

From: D'Andrea, Duane

Sent: Thursday, February 29, 2024 1:01 PM

To: Terrence R. Moore
Subject: Exemplary Performance

Mr. Moore,

As discussed at our most recent Executive Leadership Team Meeting, the Human Resources Department is reviewing current policies and procedures involving employee recognition. Our goal is to provide an updated system that will provide department directors with a more fluid process to recognize exemplary performance.

Duane D'Andrea M.A , PHR, SHRM-CP Director, Human Resources City of Delray Beach 100 NW 1st Ave. Delray Beach, Fl 33444 561-243-7042 dandread@mydelraybeach.com



REGISTERED INTERPRETIVE CUSTOMERS LOGIN HERE

StoryWalk® Accessories

StoryWalk® Sign Frame Backer Sheets

The ideal backer sheet to attach your laminated StoryWalk® pages to. This colorful, thin, durable

plastic sheet is available in several colors and can be used over and over again. Just a couple small tabs of doublefaced tape between your laminated page and the backer sheet is enough to hold your page in place when sandwiching them between the sheets of clear acrylic (note: double-faced tape not included).

17.75×23.75 in. sheet is cut precisely to fit in an 18×24 in. frame unit.



Backer Sheets are available at GenesisGraphicsInc.com

genesis@genesisgraphicsinc.com

(800) 659-7734

Download StoryWalk® BackSheet Info and Prices

StoryWalk® BackSheet Order Form

Make creating your StoryWalk layouts easier with StoryWalk BackerSheets. This thin, durable plastic allows you to tape your StoryWalk images in place indoors, before bringing them out to install in the frames.

Cut to size and thin enough to be sandwich between the two sheets of acrylic and still fit comfortably into Barking Dog Exhibits' StoryWalk frames.

Consider getting an extra set so your frames are never left empty!

Available Colors Red Orange Harvest Gold Yellow Kelly Green Hunter Green Azure Blue Ocean Blue Royal Blue Ivory White Light Grey Black

Pricing

Quantity	Per Piece Price	Total
16	\$6.14	\$98.24
20	\$5.67	\$113.40
24	\$5.35	\$128.40
30	\$5.04	\$151.20
36	\$4.83	\$173.88
40	\$4.72	\$188.80
46	\$4.60	\$211.60
50	\$4.53	\$226.50

Shipping is not included in the above prices.

Technical Specs

Size: 17.75"x23.75" (fits into an 18"x24" StoryWalk frame)

Thickness: .023"

Material: Semi-Rigid Polyolefin

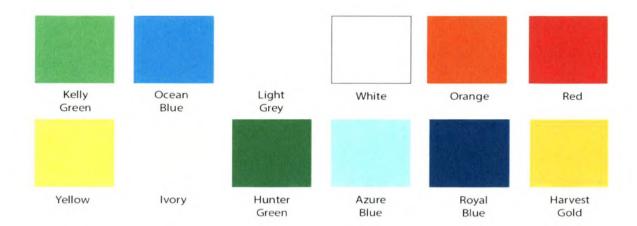


Taking Care of Your BackerSheets

Waterproof and tear resistant, these BackerSheets are easy to clean with dish soap and warm water. (Harsher chemicals should be avoided as they can cause the BackerSheets finish to dull.)

While StoryWalk BackerSheets are colored throughout the plastic, they may fade overtime depending on sun exposure.* For this reason, we recommend placing your story book pages in the same location each time. You can flip your BackerSheets over to double their lifespan.

*Orange and Red BackerSheets tend to fade more quickly than other colors.



REGISTERED INTERPRETIVE CUSTOMERS

LOGIN

HERE

Capabilities & Materials

Get a StoryWalk® Solutions Quote

3642

StoryWalk® Solutions Literature

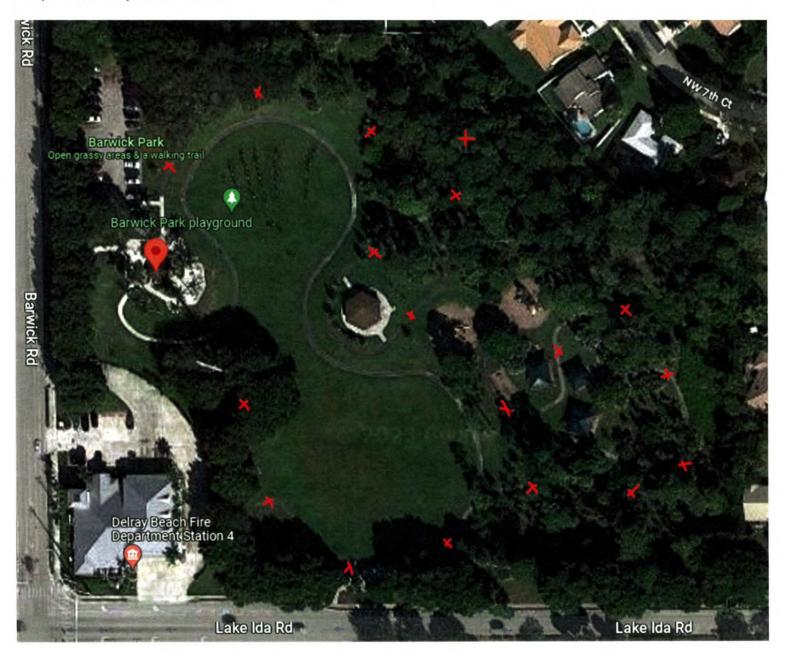
Contact us

(715) 227-

StoryWalk® Solutions Accessories



Barwick Park 735 Barwick Road Delray Beach, FL 33445 Proposed Storywalk locations



February 26, 2024 - March 3, 2024

February	202	24		March 2024
SuMo TuWe	Th	Fr	Sa	SuMo TuWe Th Fr Sa
4 5 6 7 11 12 13 14 18 19 20 21 25 26 27 28	8 15 22	9 16	17	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Monday, February 26	Tuesday, February 27		
A. Gianniotes - Out	9:00am - 10:00am Compile Information Letter Report -Execution		
S. Metott - Out	of Public Drop Off Location Agreement - Railroad Tracks Parking		
7:30am - 8:30am Begin CIL (CM Office) -	Lot (CM Office) - Terrence R. Moore		
10:00am - 11:00am Mayor mtg w/CM Moore Re: Agenda &	9:30am - 10:00am Various (Various)		
Updates (City Manager's Office) - Rangel, Delores ↔	10:00am - 10:30am Biweekly Meeting Gina Carter (CM Office) -		
2:00pm - 3:00pm FCCMA Awards and Scholarships Committee	Terrence R. Moore &		
(Microsoft Teams Meeting) - Carol Russell ⊕	11:30am - 12:30pm Various (Various)		
3:00pm - 4:00pm Commissioner Burns mtg w/CM Moore Re: Agenda and Updates (CM Office) - Terrence R. Moore ↔	2:00pm - 3:00pm Compile Information Letter Report - Revisions to Employee Recognition Programming (CM Office) - Terrence R. Moore		
4:00pm - 5:00pm Discussion Regarding Workers' Compensation Trial and Other Matters (Conference Room - City Manager) - Wolfe, Paula	4:00pm - 6:00pm Delray Beach CRA: Regular Board Meeting (City Hall, 100 NW 1st Ave, Delray Beach, FL 33444) - Community Redevelopment Agency		
	4:00pm - 5:00pm Various (Various) - Terrence R. Moore		
Wednesday, February 28	Thursday, February 29		
S. Metott - Out	9:00am - 10:00am Compile Information Letter Report - Progress		
7:30am - 8:30am Kiwanis Club of Delray (Delray Beach Golf Club (2200 Highland Ave, Delray Beach, FL 33445)) ↔	Regarding Badger Meter Endcoder Replacement Program (CM Office) - Terrence R. Moore		
7:30am - 8:30am Kiwanis Club of Delray Beach (Delray Beach Golf	10:00am - 10:30am Sammie Walthour - Bi-weekly Meeting with		
7:30am - 8:30am Kiwanis Club of Delray Beach (Delray Beach Golf	ACM Jeff Oris (City Manager's Offce) - Walthour, Sammie ·		
8:30am - 9:00am Sam Metott Bi-Weekly Meeting (Office of the City	10:30am - 11:00am Discussion Regarding Resident Concerns (CM Office) - Terrence R. Moore		
9:00am - 9:30am Sam Metott Bi-Weekly Meeting (CM Office) -	11:00am - 12:00pm Hold for City Clerk: Space Assessment Analysis		
9:30am - 10:30am Compile Information Letter Report -	11:30am - 12:00pm JANAI BOWENS - BI-WEEKLY MEETING (CM		
11:00am - 11:30am Sister Cities International (Delray Beach City	OFFICE) - Oris, Jeff ↔		
11:30am - 1:00pm HOLD - PBC League of Cities General	2:00pm - 2:30pm Katerri Johnson Bi-Weekly Meeting (Office of the		
2:00pm - 2:30pm Jay Stacy Bi-Weekly Meeting (City Manager	City Manager) - Vega, Brenda ↔		
3:00pm - 4:00pm Follow-Up Discussion Relating to Prepared Data	3:00pm - 4:30pm Various (Various) ↔		
4:30pm - 4:30pm Chief Tomey Bi-Weekly Meeting (City Manager's 4:30pm - 5:30pm Compile and Deliver (CM Office)	4:30pm - 5:00pm Request for Arbitration Step 3 (CM Conference) - Terrence R. Moore		
Friday, March 1	Saturday, March 2		
7:30am - 9:00am Finalize CIL (CM Office) ○	■10:00am - 11:00am Delray Beach Tennis Center (Hard Court #1) ↔		
8:30am - 9:00am HBP (CM Office)	11:30am - 1:30pm Various, CIL Notes, etc. (CM Office) ↔		
9:00am - 10:00am Comm. Boylston mtg w/CM Moore Re: Bi-Weekly Updates (City Manager's Office) - Rangel, Delores ·			
10:00am - 10:30am Meeting with City Attorney (CM Office) - Terrence R. Moore			
10:30am - 12:00pm Various (Various)			
3:00pm - 3:30pm Parker Zelle (CM Office)	Sunday, March 3		
3:30pm - 4:30pm Process Various (CM Office)	The state of the s		
5:00pm - 7:00pm Crest Theatre - Grand Reopening/Ribbon Cutting (Crest Theatre at Old School Square (51 N Swinton Ave, Delray Beach, FL 33444, United States))			

Terrence R. Moore 1 2/29/2024 4:01 PM