



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, June 17, 2024 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

- 1. Presentation:** Educational Scholarship Awards. - Councilmember Susy Diaz, Education Advisory Committee Chair.

CONSENT AGENDA

- 2. Official Council Meeting Minutes:** City Council Meeting Minutes, May 20, 2024. - Quintella L. Moorer, City Clerk.
- 3. Resolution 2024-30:** Approving the Professional Service Agreement between the City of Greenacres and the Burdette Agency, Inc. dba North Star Place Branding + Marketing to provide branding and marketing services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 4. Resolution 2024-31:** Approving the 2023 Statewide Mutual Aid Agreement pursuant to the Florida Emergency Management Act. - Chief Brian Fuller, Fire Rescue.
- 5. Resolution 2024-32:** Authorizing the execution of the Department of Environmental Protection Greenacres Swain Boulevard Sewer Extension Phase One Grant Agreement in the amount of \$600,000.00 for the purpose of construction of a lift station and install gravity sanitary sewer mains and manholes for sanitary service to eighty-six (86) properties along Swain Boulevard from Lake Worth Road to approximately 300 feet South of 10th Avenue North. - Teri Beiriger, Director of Finance.

- 6. Resolution 2024-33:** Approving the agreement between the City of Greenacres and BDI Marine Contractors, LLC, for clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank. Removal of existing seawall in lake, construction of new seawall in lake bank, removal and replacement of drainage pipe at outfalls at existing lake, installation of turf reinforcement mat at existing lake bank, and all other work incidental thereto; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 7. Resolution 2024-34:** Approving the agreement between the City of Greenacres and Sport Surfaces LLC., to restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463 and the complete system resurfacing for other city parks as needed for the City as set forth in the bid and contractor's proposal thereto; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

REGULAR AGENDA

- 8. Resolution 2024-35:** Approving the second addendum to the agreement between the City of Greenacres and Waste Management Inc., for solid waste collection services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 9. Florida League of Cities Annual Conference Voting Delegate:** Each municipality sending a representative to the Annual Conference must designate one of the current officials as a Voting Delegate to cast their votes at the Annual Business Session, August 15-17, 2024. - Andrea McCue, City Manager.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

- 10.** Community and Recreation Services Report.
- 11.** Development and Neighborhood Services Report.
- 12.** Economic Development Report.
- 13.** Finance Report.
- 14.** Fire Rescue Report.
- 15.** Information Technology Report.
- 16.** Palm Beach Sheriff's Office, District 16 Report.
- 17.** Public Works Report.
- 18.** Purchasing Report.
- 19.** Youth Programs Report.

CITY ATTORNEY'S REPORT

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

Upcoming Council Meetings

July 1, 2024.

July 15, 2024.

Meeting Records Request

Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of Greenacres does not prepare or provide such verbatim record.

Notice of Council Meetings and Agendas

The first and third Monday of each month are regular meeting dates for the City Council; special or workshop meetings may be called, whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A copy of the meeting audio and the complete agenda may be requested at CityClerk@greenacresfl.gov or 561-642-2006.

Americans with Disabilities Act

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Quintella Moorer at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.

CITY OF GREENACRES
Council Agenda Memorandum
2024.05MT06.003

TO: Mayor and City Council
FROM: Susy Diaz, Councilwoman – District IV
RE: **2024 Educational Scholarship Awards Presentation**
DATE: May 8, 2024

I am pleased to announce that on May 20th the City Council approved the ratification of ten (10) winning recipients of the \$1,500 Educational Scholarship awards. These amazing students were interviewed and ranked by the members of the Education Advisory Committee.

I would like to thank the members for their service and involvement on this committee; Mrs. Claudia Ayala, Ms. Ann Cadaret, Mr. Cassius Johnson; Ms. Patty Persichilli, and Ms. Maritza Sime.

It's my pleasure to also recognize and thank our two (2) appointed student liaison's Mr. Jesus Gonzalez from John I. Leonard High School, and Ms. Leliani Sanchez from L.C. Swain Middle School, along with Ms. Dianni Mendez, Community Services Coordinator, who is the city's representative for the Education Advisory Committee.

It is now my honor and privilege to announce the 2024 Educational Scholarship award recipients:

Herman Velasquez Romero
Denise Padgett Memorial Scholarship Award - Athletic Excellence

Amy Martinez-Diaz – John I. Leonard High School
Norman Rose Memorial Scholarship Award – Outstanding Community Service

Minooka Bureau
Cardinal Newman High School

Brandon Butzberger
Palm Beach Atlantic

Sarah Cruz
John I. Leonard High School

Bryanne Elie
Santaluces Community High School

Renaud Felix Jr.
Suncoast High School

Aryanna Paulena
John I. Leonard High School

Shania Ramsaroop
Atlantic Community High School

Rocio Usuamintiaga
John I. Leonard High School



Susy Diaz, Councilwoman - District IV
Education Advisory Committee Chair



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, May 20, 2024, at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Chuck Shaw, Mayor

Judith Dugo, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Susy Diaz, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Christy Goddeau, City Attorney

Glen J. Torcivia, City Attorney

Tanya Earley, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Shaw called the meeting to order at six o'clock pm and Selene Tapia, Assistant City Clerk called the roll.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Bousquet to approve the agenda with the addition of a Special Business item.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

Mayor Shaw recognized Councilmember Noble on his 90th Birthday and over 25 years of service. Mayor Shaw introduced various members of the public and his family. Councilmember Noble thanked everyone for the honor, stated the City was the best in the state. Palm Beach County Commissioner Michael Barnett presented Councilmember Noble with a birthday proclamation. Former Mayor Samuel Ferreri spoke highly of the work Councilmember Noble has done in the City.

Photos were taken.

1. Presentation: Fire Rescue Driver and Lieutenant Promotions. - Chief Brian Fuller, Fire Rescue.

Chief Fuller presented five Lieutenant promotions. He thanked them all for their services.

Photos were taken.

- 2. Proclamation:** National Gun Violence Awareness Day, June 7, 2024. – Kathy Valentine, Moms Demand Action for Gun Sense in America.

Councilmembers Tharp and Diaz presented the proclamation to Ms. Kathy Valentine, Moms Demand Action for Gun Sense in America.

Ms. Valentine thanked the Council and Mayor.

Photos were taken.

- 3. Proclamation:** National Public Works Week, May 19-25, 2024. - Carlos Cedeno, Director of Public Works.

Deputy Mayor Dugo read the proclamation by title. Mr. Cedeno thanked the Council.

Photos were taken.

CONSENT AGENDA

- 4. Official Council Meeting Minutes:** City Council Meeting, May 6, 2024. - Quintella Moorer, City Clerk.

- 5. Educational Scholarship Ratification:** - Susy Diaz, Councilmember and Education Advisory Committee.

- 6. Resolution 2024-16:** Approving the Professional Service Agreement between the City of Greenacres and RSC Insurance Brokerage, Inc., to provide insurance brokerage services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. Monica Powery, Director of Purchasing.

- 7. Resolution 2024-23:** Authorizing the FY 2024/25 State of Florida Statewide School Readiness provider contract, between the Early Learning Coalition of Palm Beach County and the City of Greenacres for the Youth Programs Department; authorizing the Mayor to execute the contract and City Officials to effectuate implementation of the terms of the contract; and providing for an effective date. - Jowie Mohammed, Director of Youth Programs.

- 8. Resolution 2024-24:** Authorizing the FY 2024/25 Children's Services Council (CSC) scholarship provider contract, between the Early Learning Coalition of Palm Beach County and the City of Greenacres for the Youth Programs Department; authorizing the Mayor to execute the contract and City Officials to effectuate implementation of the terms of the contract; and providing for an effective date. - Jowie Mohammed, Director of Youth Programs.

- 9. Resolution 2024-28:** Approving the amended Affiliation Agreement with Medical Career Academy, Inc. for clinical educational training; and providing for an effective date. - Chief Brian Fuller, Fire Rescue.

- 10. Resolution 2024-29:** Approving the Professional Service Agreement between the City of Greenacres and Brycer LLC.; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Diaz to approve the Consent agenda.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

REGULAR AGENDA

11. PUBLIC HEARING: Ordinance 2023-23: Second Reading: Annexing two parcels of land totaling approximately 6.22 acres, located approximately 1,300 feet east of South Haverhill Road and approximately 1,000 feet south of Melaleuca Lane, at 4964 Gardner Lane and the adjacent Lake Worth Drainage District Drainage Right-of-Way as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; and the Development and Neighborhood Services Department, agent for the City of Greenacres and the Lake Worth Drainage District (LWDD) petitioner, in accordance with Chapter 171.0413 of the Florida Statutes; providing for redefining the boundary lines of the City of Greenacres to include the subject property in the City's Official Boundary Map; Providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Tapia read the ordinance by title.

Mr. Gallier stated no changes had occurred since the First Reading on May 6, 2024.

He stated the annexation agreement was drafted and included the suggestions from the First Reading.

Mr. Donaldson Hearing, of Coulter Hearing stated on behalf of the applicant Complete Property Maintenance, CPM they implemented new policies regarding vehicle use. He thanked the Council. He requested the term "commercial vehicle" be added to line three of the annexation agreement.

Staff recommended approval with all the changes.

Motion made by Councilmember Tharp, Seconded by Councilmember Noble to approve Ordinance 2023-23 on Second Reading.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

12. PUBLIC HEARING: Ordinance 2024-03: Second Reading: Amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the Future Land Use Designation of two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County LR-2, Low Residential, 2 unit per acre to City of Greenacres residential low density (RS-LD), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Florida Department of Commerce (FDOC); providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Tapia read the ordinance by title.

Mr. Gallier stated no changes had been made since the May 6, 2024, First Reading.

Staff recommended approval.

Motion made by Deputy Mayor Dugo, Seconded by Councilmember Diaz to approve Ordinance 2024-03 on Second Reading.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

13. PUBLIC HEARING: Ordinance 2024-04: Second Reading: Approving a zoning change and official zoning map amendment for two parcels of land totaling approximately 3.5918 acres, located at 4964 Gardner Lane from a Palm Beach County Agricultural Residential (AR) zoning designation to City of Greenacres Agricultural Residential (AR), as requested by Mckenna West of Cotleur Hearing, agent for the owner 4964 Gardner Lane LLC; providing for changes to the official zoning map; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Tapia read the ordinance by title.

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Dugo to approve Ordinance 2024-04 on Second reading.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

14. PUBLIC HEARING: Ordinance 2024-13: Second Reading: Amending Chapter 16, Zoning Regulations, Article 4, Sign Regulations, to revise provisions related to prohibited signs, computation of sign number and sign area, visibility triangles, administrative variances for master sign plans, conditions of approval for master sign plans, temporary signs, and other signs; providing for severability, conflicts, codification and an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Tapia read the ordinance by title.

Mr. Gallier stated a few changes had been made since the May 6, 2024 First Reading to help clarify the allowance of one three square foot illuminated sign for businesses, subparagraph F was changed to allow visibility through storefronts from the street and the allowance of 16 square foot election signs in commercial districts and up to three square feet residential unless the property sat on a major road.

Motion made by Councilmember Diaz, Seconded by Deputy Mayor Dugo to approve Ordinance 2024-13 on Second Reading.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

15. PUBLIC HEARING: Ordinance 2024-14: Second Reading: Amending Chapter 16, Zoning Regulations, Article 4, Supplementary District Regulations, Division 3, Public Places, Subdivision 2, Art in Public Places to revise provisions for clarity, and Sections 16-665 to 16-676 to establish criteria and a procedure for the approval of murals; providing for severability, conflicts, codification and an effective date. - Gionni Gallier, Senior Planner, Development and Neighborhood Services.

Ms. Tapia read the ordinance by title.

Mr. Gallier noted a change was made to clarify murals were allowed on the exterior of walls and not roofs.

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Dugo to approve Ordinance 2024-14 on Second Reading.

Voting Yea: Deputy Mayor Dugo, Councilmember Noble, Councilmember Tharp, Councilmember Diaz, and Councilmember Bousquet.

DISCUSSION ITEM - None.**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

Formal Mayor Joel Flores wished Councilmember Noble a happy birthday.

Ms. Erin Aktas, a Town of Jupiter resident wanted to draw attention to elections. She provided data relating to voter turn out.

Ms. Mikki Isackson a resident of Boynton Beach felt the 2024 election in Palm Beach County was stolen from the residents. She suggested a tour of the election facility.

Ms. Candace Rojas stated Greenacres appeared to be family friendly and felt the City had good leaders. She wanted to place the City on notice and request the oaths and bonds of the City to active the military. She disagreed with the City's participation of the League of Cities and felt some people may have committed crimes during the pandemic. She provided letters to the Clerk to provide to Staff and the Council.

Mr. Brian Willever, Greenacres resident stated the City was doing a great job and disagreed with the previous three speakers.

CITY MANAGER'S REPORT

Ms. McCue reminded everyone of the free cancer and mammogram screenings being held at the Community Center on May 22, 2024 and she congratulated the Firefighters on being selected as the People's Choice for the Chill Cook-Off.

16. Community Recreation Services Report.
17. Development Neighborhood Services Report.
18. Economic Development Report.
19. Finance Report.
20. Fire Rescue Report.
21. Information Technology Report.
22. Palm Beach Sheriff's Office District 16 Report.
23. Public Works Report.
24. Purchasing Report.
25. Youth Programs Report.

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Councilmember Diaz congratulated Fire Rescue on winning the cook-off.

Councilmember Noble congratulated Fire Rescue on a great event and thanked everyone for the birthday wishes. He was proud of the City.

Councilmember Tharp congratulated Fire Rescue on the winnings.

Mayor Shaw congratulated Fire Rescue on a nice job. Stated he appreciated Staff and all over the county for their help.

ADJOURNMENT

6:51PM.

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: June 17, 2024

FROM: Monica Powery, Director of Purchasing

SUBJECT: Award of RFP No. 24-011 Branding and Marketing Services

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified agency to develop an inclusive brand for its rebranding initiative. This project shall include the development of a comprehensive citywide brand strategy and roll-out plan, demonstrate the connectivity and community of the City, provide a plan to stimulate the economic development within the City, produce a dynamic new brand identity and incorporate the community through an inclusive process. The RFP was advertised by the City's Purchasing Department on February 18, 2024.

ANALYSIS

The proposals were opened March 15, 2024, with seven (7) proposers responding. The attached tabulation sheet summarizes the responses received. The Selection Committee was comprised of the following City personnel: Director of Communications, Director of Economic Development, Multimedia Communications Specialist, IT Applications Specialist, Director of Communications for the City of Parkland, and the Director of Purchasing as the Chair.

The Selection Committee first meeting was held on April 19, 2024, to discuss evaluations and determine if further discussions/presentations are desired to rank and award proposers. The committee determined that presentations were necessary.

The Selection Committee second meeting was held on May 3, 2024, Jacober & Associates, Inc. d/b/a Jacober Creative and The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing presented to the committee. Immediately after, the selection committee held a meeting to discuss, evaluate and rank both firms. After discussion the committee voted, The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing as the highest ranked firm. The attached tabulation sheet summarizes the committee's final ranking.

FINANCIAL INFORMATION

Sufficient funds are budgeted in the Administration Department.

LEGAL

The recommendation for award is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION

Approval of Resolution No. 2024-30 authorizing execution of the agreement for the duration of the project for RFP No. 24-011 Branding and Marketing Services to The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing. If additional services are needed, then this Agreement may be extended for up to four (4) additional one (1) year terms upon mutual written consent of the parties.

RESOLUTION NO. 2024-30

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF GREENACRES AND THE BURDETTE AGENCY, INC. DBA NORTH STAR PLACE BRANDING + MARKETING TO PROVIDE BRANDING AND MARKETING SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Greenacres recognizes the importance in shaping the image and brand of the City in a manner that promotes economic development, community engagement and tourism.

WHEREAS, The Purchasing Department (the “Department”) issued a competitive solicitation from qualified consultants titled Request for Proposal No. 24-011 (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Palm Beach Post on February 18, 2024, and a notice was also sent to four hundred seventy-three (473) prospective proposers via DemandStar; and

WHEREAS, on March 15, 2024 at 3:00 p.m. EST, the RFP closed and the Purchasing Department received seven (7) responses which were reviewed by staff to ensure the responses met the RFP requirements. All proposals received were determined to be both responsive and responsible; and

WHEREAS, the Selection Committee (the “Committee”) met on April 19, 2024 to discuss and short list the firms; Jacober & Associates, Inc. dba Jacober Creative and The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing were the two firms selected for the shortlist; and

WHEREAS, the Selection Committee (the “Committee”) met for Presentations on May 3, 2024 immediately after, the selection committee held a meeting to discuss, evaluate and rank both firms. After discussing the committee voted, The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing as the highest ranked firm; and

WHEREAS, the staff recommends that the City Council approve award of the RFP to The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing and authorize the execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Award for Branding and Marketing Services to The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

SECTION 3. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 17th of day of June 2024

Chuck Shaw, Mayor

Voted:
John Tharp, Council Member, *District I*

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, Council Member, *District I*

Voted:
Judith Dugo, Deputy Mayor

Voted:
Susy Diaz, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: June 17, 2024
FROM: Brian Fuller, Fire Chief, Fire Rescue
SUBJECT: 2023 Statewide Mutual Aid Agreement

BACKGROUND

The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area. This Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

ANALYSIS

The adoption of the Statewide Mutual Aid Agreement will maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster; and the City Council finds that the Statewide Mutual Aid Agreement serves a valid public purpose.

FINANCIAL INFORMATION

No cost associated with this agreement.

LEGAL

City Attorney has reviewed the item and all supporting documents for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2024-31 on consent.

RESOLUTION NO. 2024-31**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE 2023 STATEWIDE MUTUAL AID AGREEMENT PURSUANT TO THE FLORIDA EMERGENCY MANAGEMENT ACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

WHEREAS, the City Council authorizes the adoption of the Statewide Mutual Aid Agreement to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster; and

WHEREAS, the City Council finds that the Statewide Mutual Aid Agreement serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

SECTION 2. The City Council hereby authorizes the appropriate City officials to execute the Statewide Mutual Aid Agreement and take any actions necessary to effectuate its terms.

SECTION 3. This Resolution shall become effective upon adoption.

Statewide Mutual Aid Agreement

RESOLVED AND ADOPTED this _____ of day of _____, 2024

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member *District I*

Voted:
Peter Noble, Council Member, *District II*

Voted:
Susy Diaz, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: July 15, 2024

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Res. No. 2024-32 State of FL Dept of Environmental Protection –
Greenacres Swain Blvd Sewer Ext Phase 1 Grant Agreement

BACKGROUND

The State of Florida Department of Environmental Protection (DEP) is the State's government agency responsible for environmental protection. DEP's grant funds requested will provide for the first phase of construction for sanitary sewer service to eight six (86) properties in the City's Original Section along Swain Boulevard from Lake Worth Road northwards to approximately 300 feet south of 10th Avenue North.

ANALYSIS

Resolution 2024-32 is to authorize a standard grant agreement between the City of Greenacres and the State of Florida Department of Environmental Protection. Agreement totaling \$600,000 in non-matched funding. Funds will be used to construct a lift station and install gravity sanitary sewer mains and manholes, demolish existing pavement, restore pavement, mill and resurface, restore with sod, re-stripe and add road signs in accordance with construction documents.

FINANCIAL INFORMATION

The grant agreement is in the amount of \$600,000. This will not fully fund the project.

LEGAL

The resolution has been prepared in accordance with the City Code Requirements.

STAFF RECOMMENDATION

Approval of Resolution 2024-32 authorizing the standard grant agreement between the City of Greenacres and the State of Florida Department of Environmental Protection.

RESOLUTION NO. 2024-32

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION GREENACRES SWAIN BOULEVARD SEWER EXTENSION PHASE ONE GRANT AGREEMENT IN THE AMOUNT OF \$600,000.00 FOR THE PURPOSE OF CONSTRUCTION OF A LIFT STATION AND INSTALL GRAVITY SANITARY SEWER MAINS AND MANHOLES FOR SANITARY SERVICE TO EIGHTY-SIX (86) PROPERTIES ALONG SWAIN BOULEVARD FROM LAKE WORTH ROAD TO APPROXIMATELY 300 FEET SOUTH OF 10TH AVENUE NORTH; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, previous studies by the City of Greenacres have recommended the construction of a sewer system which the Palm Beach County Water Utility District will maintain which will result in the removal of approximately 85 gallons of wastewater produced per capita, per day, per home from the groundwater and stormwater systems; and

WHEREAS, this proposed multi-phase construction project will provide sanitary sewer service to eighty-six (86) properties along Swain Boulevard from Lake Worth Road northwards to approximately 300 feet south of 10th Avenue North; and

WHEREAS, specifically, the City will construct a lift station and install gravity sanitary sewer mains and manholes between 6' and 16' deep, demolish existing pavement, restore pavement, mill and resurface, restore with sod, re-stripe and sign; and

WHEREAS, the funding in the amount of \$600,000 from the State of Florida Department of Environmental Protection (FDEP) will cover a portion of this project and will result in greatly needed improvements to Greenacres' Original Section; and,

WHEREAS, the City Council finds entering the grant agreement with FDEP will serve a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council grants authorization for the execution of the State of Florida Department of Environmental Protection Greenacres Swain Boulevard Sewer Extension Phase 1 Standard Agreement, which is attached hereto as Exhibit "A" and incorporated herein.

SECTION 2. That the appropriate City officials are hereby authorized to execute all necessary documents required to effectuate the terms of the Agreement.

SECTION 3. All resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED this 15th of day of June 2024

Chuck Shaw, Mayor

Voted:
Judith Dugo, Deputy Mayor, *District III*

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Council Member, *District I*

Voted:
Peter Noble, Council Member, *District II*

Voted:
Susy Diaz, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: June 17, 2024

FROM: Monica Powery, Director, Purchasing

SUBJECT: Award of Bid No. 24-020 Gladiator Lake Drainage Enhancements

BACKGROUND

The City of Greenacres desires to hire experienced and qualified company for clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank. Removal of existing seawall in lake. Construction of new seawall in lake bank. Removal and replacement of drainage pipe at outfalls at existing lake. Installation of turf reinforcement mat at existing lake bank, and other work incidental thereto. The bid was advertised by the City's Purchasing Department on April 7, 2024.

ANALYSIS

The proposals were opened on May 7, 2024 with four (4) bidders responding. The attached tabulation sheet summarized the results received. City staff has evaluated the proposal and recommends award to BDI Marine Contractors, LLC as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Funds are budgeted in Capital Improvement Program 305-30-31-63-25 (CIP 305-226).

LEGAL

The recommendation for award is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION

Approval of Resolution No. 2024-33 authorizing execution of agreement and award of Bid No. 24-020 Gladiator Lake Drainage Enhancements to BDI Marine Contractors, LLC for the amount of \$2,961,480.00.

RESOLUTION NO. 2024-33

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND BDI MARINE CONTRACTORS, LLC, FOR CLEARING GRUBBING, TREE REMOVAL, DEMOLITION, DREDGING, FILLING, EXCAVATION, AND GRADING WITHIN AND ALONG EXISTING LAKE BANK AND UPLAND AREA BEYOND BANK. REMOVAL OF EXISTING SEAWALL IN LAKE. CONSTRUCTION OF NEW SEAWALL IN LAKE BANK. REMOVAL AND REPLACEMENT OF DRAINAGE PIPE AT OUTFALLS AT EXISTING LAKE. INSTALLATION OF TURF REINFORCEMENT MAT AT EXISTING LAKE BANK, AND ALL OTHER WORK INCIDENTAL THERETO.; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is in need of a vendor for clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank. Removal of existing seawall in lake. Construction of new seawall in lake bank. Removal and replacement of drainage pipe at outfalls at existing lake. Installation of turf reinforcement mat at existing lake bank, and other work incidental thereto; and

WHEREAS, in accordance with the City's Code of Ordinances, the Purchasing Department issued Invitation to Bid No. 24-020 Gladiator Lake Drainage Enhancements (the "BID") which was advertised in the legal notices section of the Palm Beach Post on April 7, 2024, and a notice was also sent to one thousand nine hundred seven-seven (1,977) prospective bidders via DemandStar

WHEREAS, on May 7, 2024 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received four (4) responses which were reviewed by the Department to ensure the responses met the BID requirements and the bidders were both responsive and responsible; and

WHEREAS, BDI Marine Contractors, LLC (the "Contractor") submitted the lowest most responsive responsible bid at a total of \$2,961,480.00; and

WHEREAS, City staff recommends that the City Council approved award of the BID to BDI Marine Contractors, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Agreement between the City of Greenacres and BDI Marine Contractors, LLC.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

SECTION 3. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 17 of day of June 2024

Chuck Shaw, Mayor

Voted:
John Tharp, Council Member, District I

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, District II

Voted:
Judith Dugo, Council Member, Deputy Mayor

Voted:
Susy Diaz, Council Member, District IV

Voted:
Paula Bousquet, Council Member, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

AGREEMENT

THIS AGREEMENT is dated as of the 17th day of June in the year 2024, by and between the City of Greenacres (hereinafter called CITY or OWNER) and BDI Marine Contractors, LLC (hereinafter called CONTRACTOR).

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all work as specified or indicated in the Construction Contract Documents. The work is generally described as follows:

Clearing grubbing, tree removal, demolition, dredging, filling, excavation, and grading within and along existing lake bank and upland area beyond bank, removal and replacement of drainage pipe at outfalls at existing lake, installation of turf reinforcement mat at existing lake bank, and work incidental thereto as shown on of the Construction Plans and described in the Contract Documents.

ARTICLE 2 - PROJECT

The project for which the work under the Contract Documents may be the whole or only a part, is generally described as follows:

**GLADIATOR LAKE DRAINAGE ENHANCEMENTS
Bid No. 24-020**

ARTICLE 3 - ENGINEER

The project has been designed by:

Leonard Z. Gamble, P.E.
Craven Thompson & Associates, Inc.
4723 W. Atlantic Ave., Suite A12
Delray Beach, FL 33445
Phone: (561)-501-5718
Email: zgamble@craventhompson.com

Who is hereafter called ENGINEER and who is to act as CITY'S contract administrator, assume all duties and responsibilities and have the rights and authority assigned ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

The City's Contract Administrator for this project is:

Carlos Cedeño
Public Works Director
City of Greenacres
Greenacres, FL 33463
Ph: (561) 642-2071

ARTICLE 4 - CONTRACT TIMES

- 4.1 Time is of the essence throughout this Agreement, and all time limits for completion and readiness for final payment are as set forth and mandated pursuant to the Contract Documents issued in BID NO. 24-020. This Project shall be completed within **two hundred seventy (270)** consecutive calendar days.
- 4.2 The work will be completed and ready for final payment in accordance with paragraph 27 of the General Terms and Conditions. This Agreement mandates that the Project shall be completed within **two hundred seventy (270)** consecutive calendar days from the date when the Agreement time commences to run as delineated and set forth by the City's Notice to Proceed for the Project.
- 4.3 The CITY and the CONTRACTOR recognize that time is of the essence for the completion of the Project and this Agreement, and that CITY will suffer financial or economic loss if the work on the Project is not completed within the time specified in paragraphs 4.1 and 4.2 above, plus any expressly permitted delay(s) or extension(s) thereof allowed in accordance with paragraphs 7 or 10 of the General Terms and Conditions. The parties also recognize the delays, expense and difficulties involved in initiating and proving a breach of the Agreement through a legal action or arbitration proceeding, which will further be an actual loss suffered by CITY if the work is not completed on time.

Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR have agreed that as liquidated damages for delay, the CONTRACTOR shall pay the CITY **Two Hundred and Fifty Dollars (\$250.00)** for each calendar day after the time specified in paragraphs 4.1 and 4.2 for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to the CITY for its inability to obtain full beneficial occupancy and/or use of the Project. The liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Agreement on time.

The above-stated liquidated damages shall apply separately to each portion of the Project, if any, for which a time for completion is given.

- 4.4 The CITY is authorized to deduct liquidated damages from monies due to CONTRACTOR for the work under this Agreement or as much thereof as the CITY may, in its sole discretion, deem just and reasonable.

ARTICLE 5 - CONTRACT PRICE

- 5.1 The CITY shall pay the CONTRACTOR for completion of the work in accordance with, and as described in the Contract Documents, the total amount in current funds as follows:

The lump sum contract price of **two million nine hundred sixty-one thousand four hundred eighty** dollars (**\$ 2,961,480.00**) as outlined in the BID No. 24-020 proposal documents, which are hereby reproduced and is inserted herein, and is an integral part of this Agreement. The Unit prices within Base Bid Schedule shall be used in calculating Add or Deduct changes to the base bid work as described within the Contract Documents.

ARTICLE 6 - PAYMENT PROCEDURES

The CONTRACTOR shall submit application(s) for payment in accordance with paragraph 27 of the General Terms and Conditions, and for work completed for the Project. Application(s) for payment will be processed by the ENGINEER as provided in the General Terms and Conditions.

- 6.1 The CITY is not obligated or required to make any monthly progress payments. The Contract Documents and BID No. 24-020 set forth that the contract price for the Project is a lump sum pricing, and the CONTRACTOR'S application(s) for monthly payments shall be at the sole discretion of the ENGINEER, upon consultation with the CITY Representative for the Project. However, progress payments may be made to the CONTRACTOR based upon the recommendation of the ENGINEER. The CONTRACTOR shall include, but same shall not be limited to, with each application for payment, an updated progress schedule that is acceptable to the ENGINEER as may be required by this Agreement or the Contract Documents as set forth within BID No. 24-020 and pursuant to the requirements this provision.
- 6.2 Final Payment. Upon final completion and acceptance of the work in accordance with paragraph 27 of the General Terms and Conditions, the CITY will pay the remainder of the contract price, minus any monthly payments (if any), as recommended by the ENGINEER pursuant to the requirements of paragraph 27. Any monthly payment(s) recommended by the ENGINEER must be approved by the CITY'S Representative before such payment(s) are issued by the CITY to the CONTRACTOR.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce the CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 The CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the ITB No. 24-020 Bidding Documents.
- 7.2 The CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and Project site conditions that may affect cost, progress, and performance of the work.
- 7.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the performance of the work.
- 7.4 The CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Project site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except underground facilities).
- 7.5 The CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Project location which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- 7.6 The CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.7 The CONTRACTOR is aware of the general nature of work to be performed by the City and others, if any, at the Project location that relates to the work as indicated in the Contract Documents.
- 7.8 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Project location, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.9 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishings of the work.
- 7.11 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent CONTRACTOR and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work. In all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent CONTRACTOR and not as employees or agents of the CITY.
- 7.12 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Procurement Department. The CONTRACTOR shall be solely and exclusively responsible for payment to all subcontractors and obtaining the necessary Release of Liens. The CITY shall in no way be obligated for payments to any subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between CITY and CONTRACTOR concerning the work, consist of the following:

- 8.1 Instructions to Bidders (pages 00 21 13 - 1 thru 00 21 13 - 12)
- 8.2 Drug Free Workplace Certification (pages 00 45 00 - 3)
- 8.3 This Agreement
- 8.4 Construction Performance Bond (pages 00 61 13.13 - 1 thru 00 61 13.13 - 2)
- 8.5 Construction Payment Bond (pages 00 61 13.16 - 1 thru 00 61 13.16 - 2)

- 8.6 Application for Payment (page 00 62 76 - 1)
- 8.7 Warranty of Title (page 00 65 36 - 1)
- 8.8 Contractor's Affidavit to City (page 00 65 19.16 - 1)
- 8.9 Final Release (page 00 65 19.26 - 1)
- 8.10 General Conditions (pages 00 72 00/Attachment A)
- 8.13 Notice of Award
- 8.14 Notice to Proceed
- 8.15 Technical Specifications as listed in the Index of Construction Contract Documents.
- 8.16 One set of Construction Drawings bearing the following general title:
GLADIATOR LAKE DRAINAGE ENHANCEMENTS**
- 8.17 Addenda Numbers 1 to 1, Inclusive
- 8.18 CONTRACTOR'S Bid - Designated as Bidder's Proposal including attachments (Corporate Certificates, Qualification Form, Subcontractors list)
- 8.19 Documentation Submitted by CONTRACTOR Prior to Notice of Award
- 8.20 The following which may be delivered or issued after effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Terms and Conditions.

There are no Contract Documents other than those listed above in this provision. The Contract Documents may only be amended, modified or supplemented as provided in the General Terms and Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1 The requirements of the Contract Documents, as such term is delineated in the Invitation to Bid No. 24-020 and this Agreement, are hereby incorporated by reference as if fully set forth herein. The terms used in this Agreement, which are identified within the General Terms and Conditions and any other documents of the Invitation to Bid No. 24-020, will have the meanings indicated herein. This Agreement is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 9.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. The CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a

combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and ITB 24-020, and to provide and perform such services to the CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of the CITY shall be comparable to the best local and national standards.

- 9.3 The CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents. Where there is a conflict between any provisions set forth within the Contract Documents and a more stringent provision elsewhere in the Contract Documents or under any law, regulation, statute or code requirement which is applicable to this Project, the more stringent provision shall prevail and govern the performance of the Work.
- 9.4 GOVERNING LAW AND VENUE. The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. THE CONTRACTOR SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS AGREEMENT.

- 9.5 PUBLIC RECORDS. The City is a public agency subject to Chapter 119 of the Florida Statutes. As required by Chapter 119 of the Florida Statutes, the CONTRACTOR and all sub-contractors for services shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR and sub-contractors shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, CITY CLERK 5800 MELALEUCA LANE, GREENACRES, FLORIDA 33463.

- 9.6 ALL PRIOR AGREEMENTS SUPERSEDED: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.
- 9.7 SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
- 9.8 PUBLIC ENTITY CRIMES. The CONTRACTOR acknowledges that the provisions of the Public Entity Crimes Act, Section 287.133 of the Florida Statutes shall apply to this Agreement, which statute provides, in pertinent part, that a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the CONTRACTOR shall result in cancellation of the CITY purchase and may result in CONTRACTOR debarment.

9.9 INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor under this Agreement. The services provided by the CONTRACTOR pursuant to this Agreement shall be subject to the supervision of the CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the City. This Agreement shall not constitute or make the Parties a partnership or joint venture.

9.9.1 THIRD PARTY BENEFICIARIES. Neither the CONTRACTOR nor the City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.9.2 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For the CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

For the CONTRACTOR:

STEPHEN ZIPPI, PRESIDENT
BDI MARINE CONTRACTORS, LLC
11718 SE FEDERAL HIGHWAY UNIT 222
HOBE SOUND, FL 33455

9.9.3 MATERIALITY AND WAIVER OF BREACH. The CITY and the CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. The CITY’S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 E-VERIFY. The Contractor is hereby acknowledging that by entering this Agreement, the CONTRACTOR becomes obligated to comply with the provisions of 448.095 of the Florida Statutes, titled “Verification of Employment Eligibility.” This includes but is not limited to utilization of the U.S. Department of Homeland Security’s E-Verify System, and beginning on January 1, 2021, the CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving

funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement), which affidavit must state that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k) of the Florida Statutes;
- C. Maintain copies of all subcontractor affidavit(s) for the duration of this Agreement, and shall provide the same to the CITY upon request;
- D. Comply fully with, and ensure that all of its subcontractors, comply fully with Section 448.095 of the Florida Statutes.

Failure to comply may lead to termination of this Agreement, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination of this Agreement. If this Agreement is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one year after the date of termination, and the CONTRACTOR may be liable for any additional costs incurred by the CITY resulting from the termination of the Agreement. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 10 – FEDERAL CONTRACT PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or

applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and

subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

10.2 DAVIS-BACON ACT:

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

10.3 COPELAND “ANTI-KICKBACK” ACT:

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The [City of Greenacres](#) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

10.5 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the City of Greenacres, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

10.6 DEBARMENT AND SUSPENSION:

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Greenacres. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Greenacres, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.7 BYRD ANTI-LOBBYING AMENDMENT:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10.8 PROCUREMENT OF RECOVERED MATERIALS:

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;

- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10.9 DOMESTIC PREFERENCES FOR PROCUREMENTS:

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.10 ACCESS TO RECORDS:

The Contractor agrees to provide the City of Greenacres, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

10.11 DHS SEAL, LOGO, AND FLAGS:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

10.12 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.13 NO OBLIGATION BY FEDERAL GOVERNMENT:

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

10.15 AFFIRMATIVE SOCIOECONOMIC STEPS:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10.16 COPYRIGHT AND DATA RIGHTS:

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Greenacres, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Greenacres or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Greenacres data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Greenacres.

ARTICLE 11 - INDEMNIFICATION

11.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.

11.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of

action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

- 11.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, CITY AND CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by CITY or by ENGINEER on their behalf and by the CONTRACTOR.

This Agreement will be effective _____, 20__.

CITY OF GREENACRES,
A municipal corporation of the State of Florida

ATTEST:

BY: _____
Chuck Shaw, Mayor

Quintella Moorer, City Clerk

ENDORSED AS TO FORM & LEGALITY:

Glen J. Torcivia, City Attorney

(CORPORATE SEAL)

FIRM:

WITNESSES:

BY: _____

Signature

Stephen Zipp
Typed Name

President
Title

STATE OF Florida)
COUNTY OF Palm Beach)

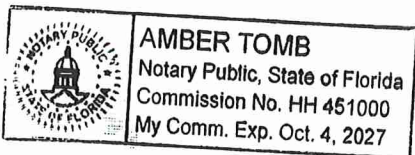
THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of June 2024, by Stephen Zipp, as the President [title] of BDM Marine Contractors LLC a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind BDM Marine Contractors LLC [CONTRACTOR's Name] to the same.

Notary Public

Amber Tomb

Print Name: Amber Tomb

My commission expires: 10/4/27





ITEM SUMMARY

MEETING DATE: June 17, 2024
FROM: Monica Powery, Director, Purchasing
SUBJECT: Award of Bid No. 24-019 Gladiator Park Court Resurfacing

BACKGROUND

The City of Greenacres desires to hire experienced and qualified company to restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463. This agreement also allows for the complete system resurfacing for other City parks as needed. The bid was advertised by the City's Purchasing Department on April 7, 2024.

ANALYSIS

The proposals were opened on May 8, 2024 with three (3) bidders responding. The attached tabulation sheet summarized the results received. City staff has evaluated the proposal and recommends award to Sport Surfaces LLC as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Funds are budgeted in Capital Improvement Program 303-40-46-63-54 (CIP 303-048).

LEGAL

The recommendation for award is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION

Approval of Resolution No. 2024-34 authorizing execution of agreement and award of Bid No. 24-019 Gladiator Park Court Resurfacing to Sport Surfaces LLC for the amount of \$50,000.00. This includes the base bid for Gladiator Park in the amount of \$18,100.00 and the additional resurfacing of three (3) courts at Rambo Park.

RESOLUTION NO. 2024-34

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND SPORT SURFACES LLC, FOR RESTORE AND RESURFACE ONE (1) BASKETBALL COURT AND RESTORE, RESURFACE, AND CONVERT ONE (1) BASKETBALL COURT INTO TWO (2) PICKLEBALL COURTS IN GLADIATOR PARK LOCATED AT 4759 GLADIATOR CIRCLE, GREENACRES, FL 33463 AND THE COMPLETE SYSTEM RESURFACING FOR OTHER CITY PARKS AS NEEDED FOR THE CITY AS SET FORTH IN THE BID AND CONTRACTOR'S PROPOSAL THERETO; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Greenacres (the "CITY") has identified a need to restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle as well as other City parks on a as needed basis for the CITY; and

WHEREAS, in accordance with the City's Code of Ordinances, the Purchasing Department issued Invitation to Bid No. 24-019 Gladiator Lake Park Resurfacing (the "BID") which was advertised in the legal notices section of the Palm Beach Post on April 7, 2024, and a notice was also sent to seven hundred twenty-six (726) prospective bidders via DemandStar

WHEREAS, on May 8, 2024 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received three (3) responses which were reviewed by the Department to ensure the responses met the BID requirements and the bidders were both responsive and responsible; and

WHEREAS, Sport Surfaces LLC (the "CONTRACTOR") submitted the lowest most responsive responsible bid at a total of \$50,000.00; and

WHEREAS, City staff recommends that the City Council approved award of the BID to Sport Surfaces LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Agreement between the City of Greenacres and Sport Surfaces LLC.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

SECTION 3. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 17 of day of June 2024

Chuck Shaw, Mayor

Voted:
John Tharp, Council Member, *District I*

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, Council Member, *District II*

Voted:
Judith Dugo, *Deputy Mayor*

Voted:
Susy Diaz, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

**CONTRACTOR AGREEMENT
Gladiator Park Court Resurfacing**

THIS CONTRACTOR AGREEMENT (“Agreement”) is made this 17th day of June 2024, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the “CITY”, and **Sport Surfaces LLC**, a limited liability company authorized to do business in the State of Florida, herein referred to as the “CONTRACTOR”.

RECITALS

WHEREAS, the CITY issued Invitation to Bid No. 24-019 for Gladiator Park Court Resurfacing for the City (“BID” hereafter);

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the BID;

WHEREAS, the CITY desires to accept CONTRACTOR’S proposal in order for CONTRACTOR to render the services to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the BID to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for the duration of the project, City acceptance, and payment of the project. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 CONTRACTOR agrees to restore and resurface one (1) basketball court and restore, resurface, and convert one (1) basketball court into two (2) pickleball courts in Gladiator Park located at 4759 Gladiator Circle, Greenacres, FL 33463 and the complete system resurfacing for other City parks as needed for the CITY as set forth in the BID and CONTRACTOR’S proposal response dated May 8, 2024, which BID and CONTRACTOR’S proposal are incorporated herein by reference.

2.2 The CONTRACTOR represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’S trade in general and that the CONTRACTOR’S services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

3. INDEPENDENT CONTRACTOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

3.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated herein for the CONTRACTOR.

3.3 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review, and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before services commences. In the event the CITY'S equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of services.

6. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CITY shall issue a purchase order as authority for the CONTRACTOR to proceed with its services. Authorization through an approved order is required prior to commencing any services. City shall not be responsible for payment for any services performed without prior authorization via a purchase order, including pre and post diagnostics.

6.2 Upon satisfactory completion of each cycle under an approved purchase order, CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the pricing set forth in the CONTRACTOR'S proposal.

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum

costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. BILLING

8.1 The CONTRACTOR shall submit invoices upon 100% completion of scheduled work referencing the purchase order number. The invoices shall be signed by the CONTRACTOR'S representative.

8.2 The CONTRACTOR shall be paid within thirty (30) days receipt of approved invoice for services.

9. AUDIT BY CITY

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR'S performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional services or materials. Additional labor or materials provided without written amendment shall be done at the CONTRACTOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such services related to the claimed default; or

B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would be compensated only for services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of

the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.5 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.6 The CONTRACTOR'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR'S performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR'S obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. **This Agreement consists of the terms and conditions herein stated and the BID and CONTRACTOR'S proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the BID next taking precedence.**

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this

Agreement, and shall not delegate any duty owned, without the CITY’S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement’s covenants, conditions, obligations, and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR’S failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

FOR CITY:
PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONTRACTOR:
PAUL GOLD
SPORT SURFACES LLC
7011 WILSON ROAD
WEST PALM BEACH, FL 33413

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of wither party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY IG

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. SCRUTINIZED COMPANIES

30.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

31. E-VERIFY

31.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

32. PUBLIC RECORDS

32.1 Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY'S custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

33. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF GREENACRES, ATTN: CITY CLERK, AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE, GREENACRES, FL 33463.

34. EQUAL OPPORTUNITY EMPLOYMENT

34.1 CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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

CITY OF GREENACRES, FLORIDA

By: _____
Chuck Shaw, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

By: _____
(Handwritten Signature)

[Corporate Seal]

Print Name: PAUL Gold

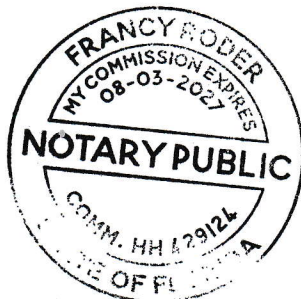
Title: CEO

STATE OF Florida)

COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of June 2024, by Paul Gold, as the CEO [title] of Sport Surfaces LLC, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Sport Surfaces LLC [CONTRACTOR's Name] to the same.

Notary Public



(Handwritten Signature)
Print Name: Francy Roder
My commission expires: 08/03/2027



ITEM SUMMARY

MEETING DATE: June 17, 2024

FROM: Monica Powery, Director, Purchasing

SUBJECT: Franchise Agreement Rate Amendment and Renewal

BACKGROUND

The City of Greenacres approved Ordinance No. 2019-08 the franchise agreement with Advanced Disposal Services Solid Waste Southeast, Inc. ("Advanced") for solid waste collections with an initial term of October 1, 2019 through September 30, 2024 ("Franchise Agreement"). Section 6-276 of the City's Code of Ordinances incorporates the Franchise Agreement into the Code and addresses the terms, conditions, and continuation of the Franchise Agreement. Waste Management Inc. of Florida acquired Advanced on October 30, 2020.

ANALYSIS

The current agreement for solid waste collection services is set to expire on September 30, 2024. The current contract allows for an additional renewal if mutually agreement upon by the contractor and City Manager. The Purchasing Department conducted a through research to evaluate the advantages of renewing the existing agreement versus opting for a competitive bidding process.

City staff contacted Solid Waste Authority (SWA), who indicated that they anticipate a significant increase in the cost of solid waste pick-up services. This information was corroborated by market trends and industry analysis conducted by our staff.

Staff met with Waste Management Inc. of Florida to explore the possibility of contract renewal. The company indicated that they are unable to proceed with renewal based on the current price allowance increase which is tied to the Consumer Price Index (CPI) and capped at 3.5%. They expressed concerns that adhering to this index would lead to financial losses for their organization within the parameters of the existing agreement. The current agreement was entered into prior to Covid-19, which had significantly impacted fuel, labor and the solid waste industry as a whole. With the 3.5% cap in the current contract, Waste Management has been incurring financial loses annually.

After extensive negotiations, we reached an agreement with our vendor. The agreed-upon residential rate increase to \$18.29, which reflects the necessary adjustments to accommodate the rising costs in the industry. Additionally, we have implemented an automatic 5% yearly increase to ensure the sustainability of the service while providing predictability for the residents, vendor and the City.

FINANCIAL INFORMATION

N/A

LEGAL

The City Attorney has reviewed the item and all supporting documents for legal sufficiency and compliance.

STAFF RECOMMENDATION

Approval to increase the residential rate to \$18.29 allowing for a yearly 5% increase and extend to current contract for an additional five (5) years, to and including September 30, 2029.

RESOLUTION NO. 2024-35

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE SECOND ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND WASTE MANAGEMENT, INC., FOR SOLID WASTE COLLECTION SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CITY issued Request for Proposals (#19-001) for Solid Waste Collection Services (“RFP” hereafter);

WHEREAS, CONTRACTOR, which was previously Advanced Disposal Services Solid Waste Southeast, Inc., submitted a responsive proposal to provide the Solid Waste services and disaster recovery services as described and set forth in the RFP;

WHEREAS, the CITY accepted CONTRACTOR’s proposal as negotiated in order for CONTRACTOR to render the services to the CITY;

WHEREAS, the parties executed a Franchise Agreement for Solid Waste Collection Services, which agreement was adopted by and incorporated into Ordinance No. 2019-08;

WHEREAS, the Franchise Agreement for Solid Waste Collection Services was amended by Ordinance No. 2022-38 to allow rate changes to be adopted by resolution of the City Council;

WHEREAS, for ease of reference, the Franchise Agreement for Solid Waste Collection Services, as amended by Ordinance No. 2022-38, will be referred to hereafter as the “Agreement”;

WHEREAS, the Agreement is scheduled to terminate on September 30, 2024, and allows for five (5) one-year extensions;

WHEREAS, the parties desire to extend the Agreement for an additional five (5) years, to and including September 30, 2029;

WHEREAS, the parties desire to modify the per unit residential single-family pickup rate and the per cubic yard commercial collection rate as set forth herein;

WHEREAS, the CITY finds that adopting this Second Addendum serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. The City Council hereby authorizes the Second Addendum to the Franchise Agreement for Solid Waste Collection Services between the City of Greenacres and Waste Management, Inc.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the Agreement.

SECTION 3. This Resolution shall be effective upon its adoption.

RESOLVED AND ADOPTED this 17 of day of June 2024

Chuck Shaw, Mayor

Voted:
John Tharp, Council Member, *District I*

Attest:

Quintella Moorer, City Clerk

Voted:
Peter Noble, *District II*

Voted:
Judith Dugo, Council Member, Deputy Mayor

Voted:
Susy Diaz, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



Department Report

MEETING DATE: June 17, 2024
FROM: Michele Thompson, Director, Community & Recreation Services
SUBJECT: Community & Recreation Services Dept. – May Report

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY2024 TO DATE	FY 2024 BUDGET
No. of Contracts Executed/Renewed	0	4	3
No. of Collaborative Partnerships	5	46	27
No. of Vendor/Independent Contractor Agreements	18	76	30
No. of Educational Scholarship Applications R'cd	-	15	20
No. of Community Events Coordinated	-	6	10
No. of Event Participants	-	26,090	36,900
No. of Little Free Libraries (LFL)* / # Replacement Units / Story Walks	0	32/2	32/2
No. of Business Sponsorships	-	15	22

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY2024 TO DATE	FY 2024 BUDGET
Fields/Concession Stands	73	499	900
Pavilions	49	337	500
Center Facility	75 ¹	452 ¹	900
Monthly Center Attendance	4,030	29,025	4,200

¹132 Additional Free Rentals: **71** Gym: YP/Open Gym/Tai Chi/School Board Job Fair, **10** Banquet Hall: PBSO/ESOL/Business Summit/YP/Community of Life/HOA Nautica, **22** Room 1: Senior Social, **1** Room 2: Spotlighters, **0** Room 3, **2** Room 4: AARP/Summit/Sevens, **25** Comm. Park: PB Square Dance/Tai Chi/YP

REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY2024 TO DATE	FY2024 PROJECTED
Rental Revenue Generated	\$16,897.61	\$117,282.31	\$170,000

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY2024 TO DATE	FY2024 PROJECTED
FY24 Co-ed Fall Soccer (10/6/23-12/8/23) • Registration Period 7/31/23 – 10/6/23	-	229	200
FY24 Co-ed Spring Soccer (3/4/24-5/17/24) • Registration Period 1/8/24 – 3/1/24	-	301	260
FY24 Co-ed Winter Basketball (12/4/23-3/8/24) • Registration Period 9/5/23 – 11/2/23	-	150	160
FY24 Spring Skill Development Basketball Program (Monthly Attendance) – Cancelled Program	-	-	340
Co-ed Summer Basketball Skills Camp	22	22	40

Athletic Sponsors: Renaissance Charter School, Greenacres Nissan, Eastern Freight Forwarders & Carbon Health

COMMUNITY SERVICES

CROS MINISTRIES FOOD PANTRY DATES	NO. OF HOUSEHOLDS	NO. OF INDIVIDUALS
May	Temporarily	Closed
April 11 th & 25 th	47 / 29	120 / 67
TOTAL YTD	607	916

SENIOR PROGRAMS

SENIOR SOCIAL	SPONSORS	NO. OF PARTICIPANTS YTD
Meal Program; Dances; Games/Bingo; Special Events Mon. - Fri. (5 x 27)	211 Elfer Services; Flipany; Firebush; ABI / Kidney Health; FL Dept. of Agric./Consumer Affairs; Sol y Vida Med. Ctr.; ; Sr. Dedicated Med.; Devoted; Premier Family Health; Humana; HealthSun; U of M Meditation & Mindfulness; WellCare; Zumba	1,619

FY24 EVENTS & SPONSORSHIPS

EVENTS	SPONSORS/PARTNERS	FY2024 EXPENSE	FY2024 ACTUAL	FY2024 ATTENDEES
Trunk or Treat	PBSO	N/A	N/A	1,100
NNOAC	PBSO	\$3,131	\$1,835	1,200
Holiday in the Park (12/9/23)	\$13,500: WM; Nissan; Florida Blue; Wellington Renaissance Charter; Sunshine Health; Ambetter; Steinger/Green/Feiner; Forest Hill Orthodontics; Rosenthal/Levy/Simon/Sosa, Glasser, PBSO, FR	\$35,171	\$14,871	5,500
Fiesta de Pueblo (1/6/24)	Co-Sponsored by Fiesta de Pueblo, Inc.	\$4,317	\$5,781	11,500
Artzy Eve. at City Hall (1/27/24)	\$1,000: Waste Management; Greenacres Nissan; The Glasser Family	\$15,611	\$8,126	250
Daddy Daughter Dance (2/10/24)	\$500: Waste Management; The Glasser Family	\$6,662	\$5,644	122
Egg'stravaganza (3/30/24)	The Glasser Family; Nissan; WM; Ed's/Tapatia; FL Blue; Renaissance Charter; State Farm; Rosenthal/Levy/Simon/Sosa	\$22,594	22,594	6,500
Rock-n-Roll Sunday/FR Chili Cook-Off (5/19/24)	Coordinated w/ the Nam Knights Motorcycle Club of PBC	\$8,789		
Ignite the Night (7/4/24)	FPL; Waste Management; Zambelli; Greenacres Nissan; The Glasser Family	\$77,477		
<i>Back2School</i> Supply Distribution (7/27/24)		\$8,249		
Senior Health & Resource Fair				

FY24 Event Actuals = Direct + In-direct – Event Sponsors & Revenues

New Holiday Tree (38'); Park & Event Lighting: \$50,000



Department Report

MEETING DATE: June 17, 2024

FROM: Denise Malone, AICP, Development & Neighborhood Services Director

SUBJECT: May 1, 2024, through May 31, 2024

Development & Neighborhood Services Department

Planning, GIS & Engineering Division

NEW CASES

Office Depot Plaza (Aloha Shopping Center) Retro Fitness – 4558 Lake Worth Road (MSP-24-04) and (SP-16-03B)

A request for a Master Sign Plan (MSP-24-04) for the Aloha Shopping Center. (Associated with companion Minor Site Plan Amendment request SP-16-03B) (Submittal received on May 13, 2024; under staff review)

Church in the Palms – 3812 S. Jog Road (SE-24-01)

A request for a Special Exception for a private school (Palm Beach Christian) in a commercial zoning district. (Submittal received on May 31, 2024; under staff review)

CURRENT PLANNING CASES

3067 S. Jog Road (SP-24-02)

A request for a Site and Development Plan to construct a 6,000 sq ft office/retail building with a 798 sq. ft. mezzanine. (Sufficiency letter sent March 11, 2024, awaiting receipt of applicant's resubmittal)

3130 Perry Avenue (SP-22-03) and (BA-23-03)

A request for a Site and Development Plan (SP-22-03) for a vacant parcel to construct a 6241 sq. ft office space totaling 4 bays for flexible office space use. The site is located on the northeast corner of Perry Avenue and 10th Avenue South. A request by the owner for a variance (BA-23-03) request to reduce the landscape buffer on the eastern side of the site plan from 10 ft to 5 ft. (Awaiting receipt of applicant's response to DRC comments and outside agency approvals for the site plan submittal. The variance application is on hold until DRC comments are addressed for the site plan)

Astoria Townhomes – 6240 Dodd Road and adjacent vacant parcel (CPA-23-04) and (ZC-23-02)

A request for a Future Land Use map amendment (CPA-23-04) from Residential Medium Density and Commercial to Residential High Density; a Rezoning (ZC-23-02) from Residential Medium Density and Commercial General to Residential High Density; Site and Development Plan (SP-23-06) to construct 60 townhomes in a 6, 7 and 8 unit building; and Variances (BA-23-07) from the minimum side setback of 20 ft. between end units and to the maximum number of 6 units per building and a Master Sign Plan (MSP-24-02) for townhome development. (March 21, 2024, DRC was held, applicant resubmitted on April 3, 2024, along with new Master Sign Plan, in review by staff.)

Bethesda Tabernacle – 4901 Lake Worth Road (SP-99-04C) and (SE-23-01)

A request for a Site and Development Plan (SP-99-04C) approval to modify the previously approved site plan and a Special Exception (SE-23-01) to develop a 28,930 square foot House of Worship and accessory uses. (Resubmittal to July 13, 2023, DRC comments received on March 15, 2024. Staff comments were sent, and meeting was held on May 3, 2024; pending resubmittal.)

C&C Legacy Plaza – 3494 S. Jog Road (SP-24-01), (BA-24-01) and (MSP-24-03)

A request for a Site and Development Plan (SP-24-01) to construct a 3,000 sq. ft one story office building and a two-story townhouse building with three townhouses; a Variance (BA-24-01) from the landscape code requirements for a one-story office building and a two-story townhouse building with three townhouses and a Master Sign Plan (MSP-24-03) and a Plat application for the site and development plan. (Resubmittal received on May 31, 2024; under staff review)

City Initiated Chickasaw and Wry Roads Annexations (ANX-22-02)

Annexation of sixteen enclaves located on Chickasaw and Wry Road into the City through an Interlocal Agreement with Palm Beach County. (Staff anticipates initiating in the near future given progress on the City proposed Chickasaw Road Improvement).

Lake Worth Plaza West Master Sign Plan (6404 Lake Worth Road) (MSP-24-01)

A request for a Master Sign Plan for Lake Worth Plaza West.

Garden Square – 6645 Chickasaw Road (SP-23-03)

A request for a Site and Development Plan approval to construct 4 - five-unit townhomes and 6 - four-unit townhomes (total of 44 units). (Scheduled for DRC meeting on December 21, 2023) (Awaiting receipt of applicant's response to DRC comments and outside agency approvals for the site plan submittal).

Iglesia Bautista Libre Emmanuel – 5083 Lake Worth Road (SP-22-05A), (SE-22-04) and (BA-22-01)

A request for a Major Site Plan Amendment and a Special Exception (SE-22-04) to allow a house of worship within an existing building located within the Commercial Intensive zoning district, and a Variance (BA-22-01) to allow for a reduction in the front and rear landscape buffers. (Resubmittal sent to DRC for review on May 10, 2024; under staff review.

Murphys USA Greenacres – 6270 Forest Hill Boulevard (SE-23-05), (BA-23-08) and (SP-23-07)

A request for a Special Exception (SE-23-05) for a proposed convenience store and gasoline service station within the Commercial Intensive zoning district, a Variance (BA-23-08) from the required 1500-foot separation of an existing gas station and convenience store to 750 feet and a Site and Development Plan (SP-23-07) to construct a 2,824 convenience store and gas station with 6 pumps. (Resubmittal received on May 10, 2024 under staff review).

Orchid Cove – 1105 S. Jog Road (SP-23-01) and (BA-23-04)

A request for a Site and Development Plan (SP-23-01) approval of a twelve duplex unit development, an Administrative Variance (BA-23-04) for a 5' reduction from the required rear and side street setbacks. (Resubmittal received on May 16, 2024; under staff review).

Pentecostal Tabernacle – 6030 Lake Worth Road (BA-23-05)

A request for a Variance to allow for a fence to be located within the front yard of the Church. (Awaiting receipt of comments from sufficiency letter sent December 18, 2023)

Soma Medical – 3581 S. Jog Road (SP-23-04)

A request for a Site and Development Plan to construct a 10,357 sq.ft. medical office building. (Awaiting resubmittal to staff comments).

SITE PLAN AMENDMENTS

Church of God 7th Day of Palm Beach – 3535 S. Jog Road (SP-08-01C)

A request for a Site and Development Plan Amendment to change the metal roof to asphalt shingle due to cost constraints. (DRC meetings April 14 and April 21, 2022. City Council on May 2, 2022. The City Council postponed until the applicant is ready for certificate of occupancy).

Ministries in Bethel – 3950 S. 57th Avenue (SP-84-12E)

A request for a Minor Site and Development Plan Amendment to relocate parking spaces.

Potentia Academy – 4784 Melaleuca Lane (SP-11-01D)

A request for a Minor Site and Development Plan Amendment to add a portable 1,269 sq. ft. classroom. (May 26, 2023, meeting with applicant. Awaiting receipt of remaining fees for Major Site plan amendment and applicant response).

Office Depot Plaza (Aloha Shopping Center) Retro Fitness – 4558 Lake Worth Road (SP-16-03B)

A request for a Minor Site and Development Plan Amendment to change the exterior Façade of the leased area for Retro Fitness premises only.

Trafalgar Square – 6358 Forest Hill Blvd – WSS (PCD-83-01J)

A request for a Minor Site and Development Plan Amendment to change the exterior paint colors of the leased area for the WSS premises only. (Resubmittal received May 28, 2024 and is under staff review.)

ZONING TEXT AMENDMENTS

ZTA-24-03 Pervious Surface and Driveways

A City-initiated request for a Zoning Text Amendment to provide updated standards for overall impervious coverage on residential lots and in front yards within residential zones, ensuring consistency with the standards governing lot coverage for residential lots, as well as limits on driveways expansions. (Recommend for approval by Planning and Zoning Board of Appeals on April 11, 2024).

ZTA-24-07 Parking Regulations

A City-initiated request for a Zoning Text Amendment pertaining to modifications of ARTICLE VIII. – Off-Street Parking and Loading Regulations. (Scheduled for the Planning Zoning Board of Appeals meeting on May 9, 2024 and City Council first reading May 6, 2024)

RESIDENTIAL DEVELOPMENT PROJECTS

Catalina Estates

Approved for 20 single family units. Final inspections have been completed. Approved Maintenance Bond in place until July 2024.

Ranchette Road Townhomes

Approved for 74 Townhomes. 73 Certificate of Completion issued to date. Traffic Control Jurisdiction Agreement (TCJA) approved. Approved Construction Bond in place.

Blossom Trail (Nash Trail)

Plat application received on July 8, 2022. Complete submittal of application received. Final engineering permit reviewed and awaiting issuance with the Plat. (Plat Revisions. Waiting on applicant to provide required revised Plat and associated documents to proceed with Council Final Plat approval. Engineering application received April 26, 2024, awaiting receipt of consulting engineer's comments.)

NON-RESIDENTIAL DEVELOPMENT PROJECTS

Church of God 7th Day (3535 S Jog Road)

The building permit and engineering permit are both issued for the development. Stop work order was issued by Building Official on September 28, 2018. Numerous meetings have been held with Building Official and Consultant Engineer as well as DNS staff. Code Enforcement provided a time certain of July 19th to bring the exterior code maintenance items into compliance. (Applicant responded to Code Enforcement request for site maintenance. Active building permits. Code and Building Divisions continue to monitor for compliance).

Chick Fil A (within River Bridge Center) (SP-85-12RR)

The Building Permit has been applied for. Awaiting receipt of Engineering Permit application and outside agency permits. The site is located within the River Bridge Centre on the southwest corner of the intersection of South Jog Road and Forest Hill Boulevard. Preconstruction meeting held on May 16, 2024. Letter of credit received for civil work which expires February 28, 2025

EI Car Wash (6200 Lake Worth Road) (SP-22-02B)

The Engineering Permit was issued on April 26, 2024. Preconstruction meeting held on April 26, 2024. Letter of credit received for civil work which expires February 28, 2025.

Mint Eco Car Wash (4840 Lake Worth Road) (SP-22-04A)

The Engineering Permit has been applied for. Awaiting applicant response to comments including posting bond.

The Pickleball Club (FKA Palm Beach Christian Academy) (5200 S Haverhill Road) (SP-23-05)

Application for the Pickleball Club was received on 11/20/2023. The Special Exception and Site and Development Plans were approved by City Council on February 5, 2024, and Administrative Variance approved on February 26, 2024. Property is currently under contract with The Pickleball Club.

GIS

Damage Assessment Training

DNS participated in the countywide Annual Hurricane Exercise for damage assessment training in preparation for Hurricane Season.

GIS Database Organization

Implementing a clear, organized hierarchy that separates different stages of data management and processing. This structure is designed to ensure easy access for all departments, enhance collaboration, and streamline maintenance.

BTR/Fire/Finance Fees Map/Database

Complete the map of all active/inactive BTR licenses. Create a citywide database that will combine to show active fees for fire inspections and BTRs. This effort attempts to provide a workaround for Fire, Finance, and Business Tax to query and record all fees attached to BTRs. The goal is to use GIS as a central database that can be used in the field for fire inspections and in house by Finance staff.

Finance Asset Management

Assist the Finance Department with the mapping of all major and minor assets. This effort provides spatial visualization of all assets and database for quick access. The purpose is to assist with FEMA and insurance reimbursement.

TEMPORARY USE PERMITS

TU-2024-0109 – C & O Restaurant Group Inc. – 6376 Forest Hill Blvd (El Centenario) – In Process

A request from the restaurant for “Live Entertainment Permit” for DJs/Karaoke/Live local artists for Friday and Saturdays from 9:00 pm to 1:30 am. Waiting for applicant’s response.

TU-2024-1307 – West Pines Baptist Church – 4906 Melaleuca Lane – In Process

A temporary use permit request for two signs for the Soccer Camp for June 10 to June 14, 2024, Monday to Friday from 6:30 pm to 8:00 pm. (4/2/24 - Contacted applicant via email and noted request is not currently allowed by Code indicated bulletin board sign option. Awaiting applicant response.)

TU-2024-1308 – West Pines Baptist Church – 4906 Melaleuca Lane – In Process

A temporary use permit request for two signs for the Soccer Camp for June 24 to June 28, 2024, Monday to Friday from 6:30 pm to 8:00 pm. (4/2/24 - Contacted applicant via email and noted request is not currently allowed by Code indicated bulletin board sign option. Awaiting applicant response)

TU-2024-1528 – Charley Cheesesteaks - 6726 Forest Hill Blvd - Approved

A temporary use permit request for a Grand opening and building banner sign for May 31, 2024.

TU-2024-1531 – Chili Cookoff - 2995 S. Jog Rod - Rock N Roll Sunday - - Approved

A request for a City co-sponsored Chili Cook-off with the Rock N’ Roll Sunday event. Co-sponsored by the Nam Knights of America, PBC Chapter Motorcycle Club, with a classic car and motorcycle show includes live music, food trucks, beverages, vendor attractions.

TU 2024-1670 – Total by Verizon - 6081 Lake Worth Road – Approved

A request by Ricky Torres of ASG Sign, for a temporary use permit for a banner sign with business name for 20 days, while permanent wall sign is approved through Building Permit and a Master Sign Plan is reviewed and approved, at 6081 Lake Worth Road.

TU 2024-1723 – Greenacres Bowl – 6126 Lake Worth Road – In Process

A request by Gator Bowling, for a temporary use permit to allow for a mobile mini storage container and a waste management dumpster at their parking lot for POS System and Furniture Upgrade project until June 25, 2024, at 6126 Lake Worth Road. Pursuant to City of Greenacres Code, the maximum allowed time for this type of TUP request is 30 days since it is not tied to a building permit. The subject site shall be returned to its original condition immediately upon removal of the trailers and/or expiration of this Temporary Use Permit.

FY 2024 Data:

Case Approvals	Current Period	FY 2024 to Date	FY 2024 Budget*
Annexation	1	3	2
Comprehensive Plan Amendment	1	3	3
Zoning Changes	1	3	3
Special Exceptions	0	2	4
Site Plans	0	2	5
Site Plan Amendments	0	5	10
Variances	0	2	3
Zoning Text Amendments	2	6	3

Inspection Type	Current Period	FY 2024 to Date	FY 2024 Budget
Landscaping	4	39	80
Zoning	1	22	45
Engineering	8	31	75

* Assumes progress of proposed Developments such that inspections are requested.

Building Division

Building Department Report (May 1, 2024 – May 31, 2024)

1) ADMINISTRATION:

- a) Researched and completed Ninety-Four (94) lien searches providing open and/or expired permit information.
- b) Researched and completed twenty-five (25) records requests for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD		FYTD 2024
New Applications Received / Permits Created	366		1,862
Applications Approved	167		1,119
Applications Canceled	6		46
Applications Denied	2		16
Applications Reopened	2		15
Permits Issued	379		1,763
Permits Completed	287		1,520
Permits Canceled	12		66
Permits Reopened	51		342
Permits Expired	14		279
Inspections Performed	585		3,652
Construction Value of Permits Issued	\$6,120,692.30		\$19,778,203.74
Construction Reinspection Fees	\$400.00		\$3,950
Extension/Renewal Fees	\$2486.95		\$20733.90
CO's Issued	3		35
CC's Issued	0		0
Temporary CO's Issued	0		6

3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)

4) PERMIT APPLICATIONS IN PLAN REVIEW – PRINCIPAL NEW OR REMODEL PROJECTS:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
H&R Block	6754 Forest Hill Blvd	1680	Interior Remodel	2024-1950
Supertech Comm	5305 Lake Worth Rd		Interior Remodel	2024-1285
Dunkin Donut	4644 Lake Worth Rd	2169	Interior Remodel	2024-0471

5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
El Car Wash	6200 Lake Worth Rd	3724	Construct Car Wash	2023-2487
Chik fil A	6802 Forest Hill Blvd		New Construction	2024-0270
Dollar Tree	4640 Lake Worth Rd	8924	Interior Renovation	2024-1182
Gastro Health	6125 Lake Worth Rd	238	Interior Renovation	2024-0874
Finlay Medical	6803 Lake Worth Rd	1805	Interior Remodel	2024-1237
5 Pay More or Less	3909 S Jog Rd	2,500	Interior Remodel	2024-1202
Discount Tire	5990 Lake Worth Rd	1704	Interior Renovation	2024-0536
Aaxon Laundry	3989 S Jog Rd	2633	Interior Renovation	2024-0587
Retro Fitness	4558 Lake Worth Rd	1547	Interior Renovation	2024-0783
Charley's Cheesesteaks	6726 Forest Hill Blvd	1260	Tennant Improvements	2024-0314

Certified Spine	6415 Lake Worth Rd #307	1598	Tennant Improvement	2023-2290
Walmart	3911 Jog Rd	15,000	Interior Remodel	2023-2761
Gyro GR	6852 Forest Hill	1682	Interior Remodel	2023-1965
Public Storage	6351 Lake Worth Rd		Interior Remodel	2022-2283
Ministries in Bethel	3950 S 57 th Ave	6,939 sq.ft.	House of Workship	2021-0365
Church of God 7 th Day	3535 S Jog Rd	11,500 sq. ft.	New Church	2016-2382



License Activity Report

Activity Date Range 05/01/24 - 05/31/24
Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Cancelled
Food Service - Food Service / Bar / Lounge	Business	2	0	0	2	0	0	0
General Retail - General Retail	Business	1	0	0	0	0	0	0
General Service - General Service	Business	18	0	0	13	4	0	0
General Svc Reg - General Service Registration	Business	3	0	0	2	0	0	0
Home - Home Based Business	Business	8	0	0	7	3	0	0
Professional - Professional	Business	31	0	0	25	0	0	0
Rental Unit - Rental Unit	Business	8	0	0	9	8	0	0
Grand Totals		71	0	0	58	15	0	0

Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 05/01/2024 - To Date: 05/31/2024

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	2	0	\$127.64	\$0.00	\$127.64
Food Per Seat-Food Per Seat	2	0	\$101.99	\$0.00	\$101.99
Com Inspection-Commercial Inspection	1	0	\$75.00	\$0.00	\$75.00
License Type Food Service-Food Service / Bar / Lounge Totals	5	0	\$304.63	\$0.00	\$304.63
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	4	0	\$554.58	\$0.00	\$554.58
Com Inspection-Commercial Inspection	0	0	\$75.00	\$0.00	\$75.00
Collection Fee-Collection Fee	3	0	\$75.00	\$0.00	\$75.00
Delinquent >150-Delinquent Over 150 Days	3	0	\$300.00	\$0.00	\$300.00
License Type General Retail-General Retail Totals	11	0	\$1,004.58	\$0.00	\$1,004.58
License Type: General Service-General Service					
General Service-General Service	22	0	\$1,447.69	\$0.00	\$1,447.69
Com Inspection-Commercial Inspection	10	0	\$744.00	\$0.00	\$744.00
Transfer-Transfer	3	0	\$34.86	\$0.00	\$34.86
Delinquent > 150-Delinquent Over 150 Days	2	0	\$200.00	\$0.00	\$200.00
General Retail-General Retail Sq Feet	1	0	\$162.89	\$0.00	\$162.89
License Type General Service-General Service Totals	38	0	\$2,589.44	\$0.00	\$2,589.44
License Type: Home-Home Based Business					
Home-Home Based Business	10	0	\$415.13	\$0.00	\$415.13
Com Inspection-Commercial Inspection	1	0	\$75.00	\$0.00	\$75.00
Delinquent >150-Delinquent Over 150 Days	0	0	\$79.97	\$0.00	\$79.97
License Type Home-Home Based Business Totals	12	0	\$570.10	\$0.00	\$570.10
License Type: Professional-Professional					
Professional-Professional	8	0	\$433.14	\$0.00	\$433.14
Cosmetology-Cosmetology / Barber	24	0	\$544.48	\$0.00	\$544.48
Real Estate-Real Estate Broker / Ins Agents	1	0	\$48.83	\$0.00	\$48.83
Com Inspection-Commercial Inspection	2	0	\$144.00	\$0.00	\$144.00
Transfer-Transfer	5	0	\$36.58	\$0.00	\$36.58
Delinquent > 150-Delinquent Over 150 Days	2	0	\$200.00	\$0.00	\$200.00
General Service-General Service	1	0	\$11.62	\$0.00	\$11.62
License Type Professional-Professional Totals	43	0	\$1,418.65	\$0.00	\$1,418.65
License Type: Rental Unit-Rental Unit					
Rental Unit-Rental Unit	10	0	\$225.41	\$0.00	\$225.41
License Type Rental Unit-Rental Unit Totals	10	0	\$225.41	\$0.00	\$225.41

Code Enforcement Division

Code Division Report (April 1, 2024 – April 30, 2024)

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2023
Inspections Related to Active Code Cases	233	1,354
New Cases Started	88	504
Cases Complied	58	367
Current Open Cases	265	1,354
Notices Sent	132	1,058
Illegal Signs Removed from right-of-way	198	1,261
Inspections Not Related to Active Code Cases	233	1,244
Complaints Received and Investigated	17	171
Warning Tickets	136	1,165

- 3950 S.. 57th – Greenacres Learning Ctr — Permit 2023-2376 RPW completed 4/10/2024. Complied April 10, 2024.
- 3535 S. Jog – Church of Seventh Day – last inspection passed 2/7/24 for six months – Permit 2016-2382. On 8/8 if no inspections, will send to Hearing.
- 6450 Melaleuca Lane – Crown Plaza – permit issued 1/16/24 # Permit 2023-2451. Code case 4-23-9772. If no inspections by 7/18 will send to hearing (Church Renos)
- 4720 Melaleuca – Willow Wood Stables – Code Case 12-23-10103 – (excessive RVs, vehicles, trailers) sent to hearing 7/24/24
- 3091 S. Jog Rd – Greenacres Farmers Market – Code Case 4-24-10300 – applied for bathroom permit. 2024-1631. Waiting for comments to be answered the building official sent.

Code Enforcement - STATS FY 2024

	NOTICES				WRITTEN	
	<u>MAILED</u>	<u>SIGNS</u>	<u>INSPECTIONS</u>	<u>COMPLAINTS</u>	<u>WARNINGS</u>	
OCTOBER 2023	112	156	189	21	220	
NOVEMBER 2023	96	90	87	19	48	
DECEMBER 2023	107	85	89	16	62	
JANUARY 2024	156	127	207	24	183	
FEBRUARY 2024	161	199	150	28	122	
MARCH 2024	142	206	185	27	188	
APRIL 2024	156	200	227	19	206	
MAY 2024	132	198	233	17	136	
JUNE 2024						
JULY 2024						
AUGUST 2024						
SEPTEMBER 2024						



Department Report

MEETING DATE: June 17, 2024
FROM: Gigi Chazu, Director, Economic Development
SUBJECT: Monthly Report – May

BACKGROUND

The following report provides activity within the Department of Economic Development for the reporting period from May 1st - 30th, 2024.

1. Building Partnerships:

- Received a Regional Award from the FL SBDC at Florida Atlantic University for the City's partnership as a Satellite Office
- Met with representatives of I Heart Media for potential partnerships, regarding mentions of City Events.
- Attended the Governor's Hurricane Conference

2. Business / Resident Assistance:

- Assisted 4 entrepreneurs in the field of personal services, security, insurance and cottage foods.
- Hosted the recurring Pop-Up Business Assistance in partnership with Prospera USA, facilitating business consultation to 8 individuals.
- Conducted the First Annual Business Summit with participation of 80 individuals, 8 panelists and 4 exhibitors.
- Conducted a Ribbon Cutting event of a local organization.

3. Development Initiatives:

- Continued with the Urban Land Institute Leadership Project.

4. Digital Presence:

- Completed the Starting a Business Checklist, published in English and Spanish <https://greenacresfl.gov/administration/page/starting-business-checklist>
- Continue Building City's LinkedIn presence.



Department Report

MEETING DATE: June 17, 2024

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Department of Finance Activity Report

BACKGROUND

The following report provides activity within the Department of Finance for the reporting period from May 1 through May 31, 2024.

In brief, the Finance Department:

- Continued to work with Auditor on Annual Comprehensive Financial Report and audit.
- Continued Budget FY25 prep.
- Welcomed the new Accounting Manager.
- Attended the Governor's Hurricane Conference.
- Interviewed for Grants Accountant and Payroll Accountant positions.
- Reviewed and revised the Department Emergency Management Plan.
- Grants Activity:
 - Received grant agreement for 2024 Cybersecurity grant from FL Dept. of Management Services
 - Received grant agreement for Swain Boulevard Sewer Ext. Phase 1 from Florida Dept. of Environmental Protection.

The Finance Department has, and continues to, work on efficiencies to better serve our internal and external customers.



Department Report

MEETING DATE: June 17, 2024

FROM: Brian Fuller, Fire Chief

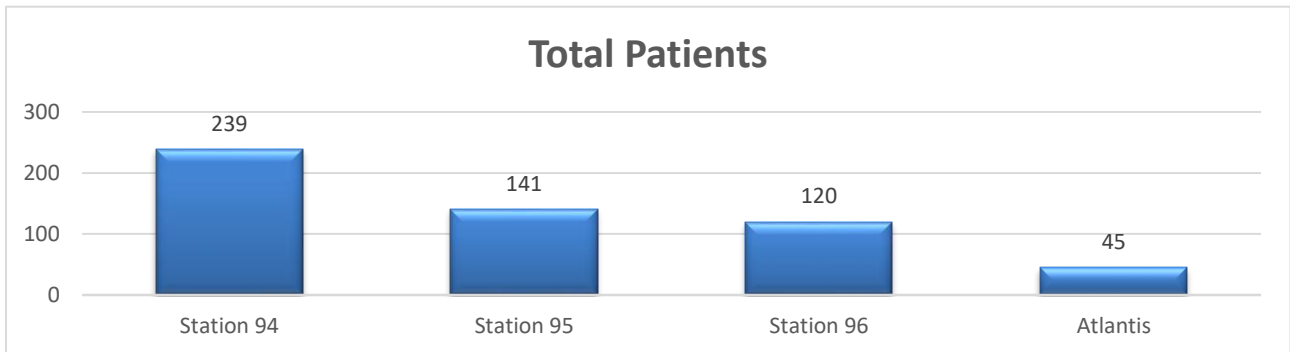
SUBJECT: Fire Rescue May

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in May	719
Average alarms per day	20.54
Total calls this fiscal year	5,259

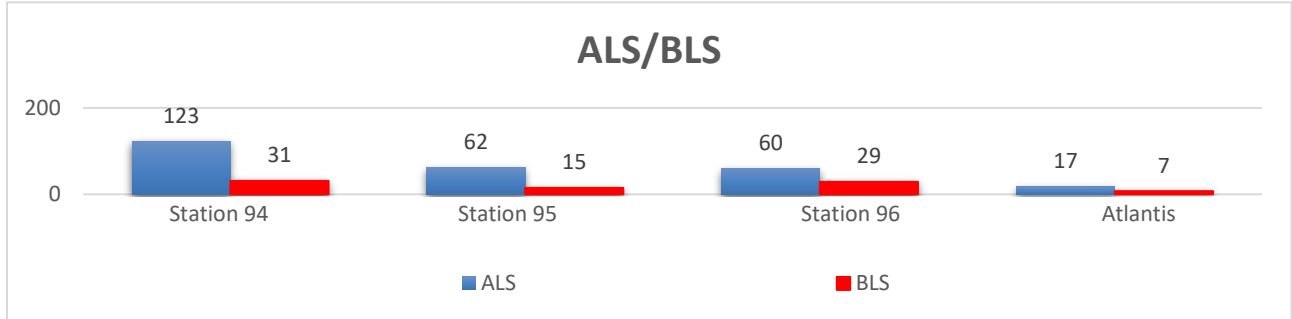
In May 2024, 500 patients were treated for Emergency Medical related services. Of those patients, 45 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

Service Calls, Cancels, and Public Assists totaled 88. The requests include, but are not limited to, persons locked out of home, water evacuation, animal problem, police assist, defective elevator, and canceled due to wrong address.



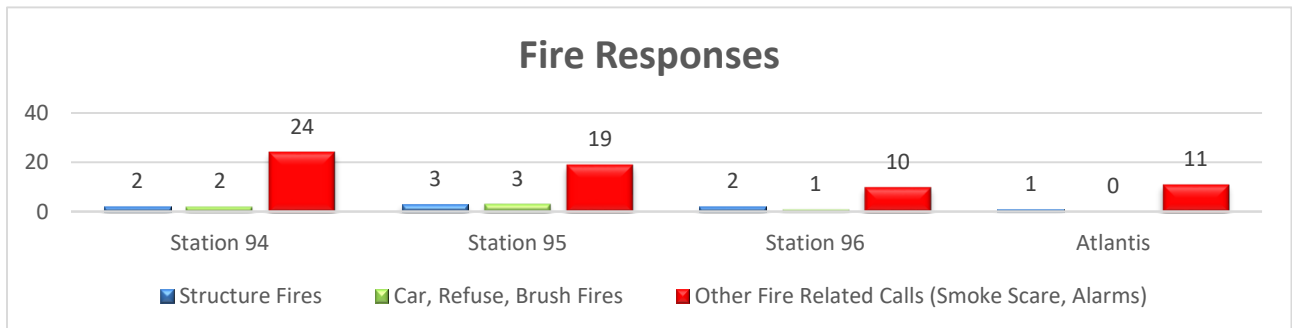
ALS/BLS

Fire Rescue transported 320 patients to a hospital or 64% of the patients we were called to treat. The majority of those (245) required Advanced Life Support procedures. ALS emergencies require additional personnel, specialized equipment, and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.

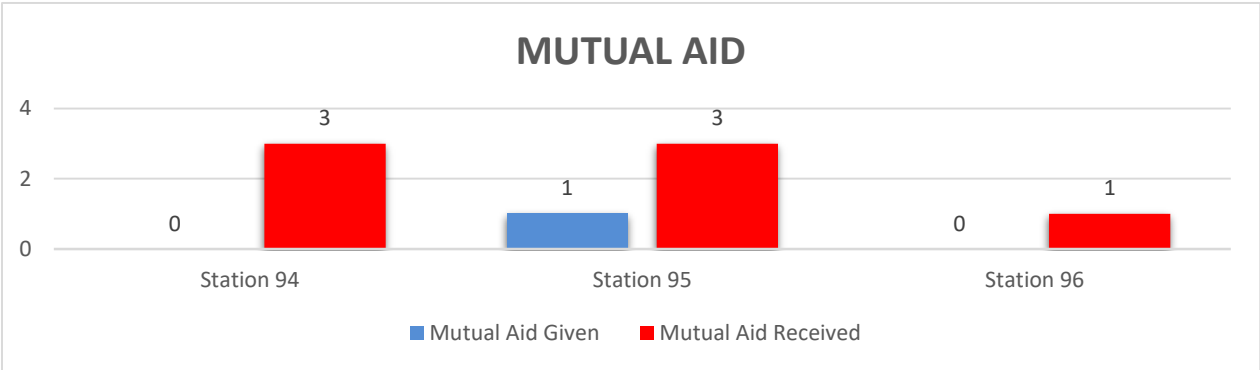


FIRE RESPONSES

Fire Rescue responded to 53 calls for a fire or smoke related emergency. There were five (5) requiring an escalated response to a car, brush, or refuse fire; seven (7) were in a residential or commercial structure.



MUTUAL AID

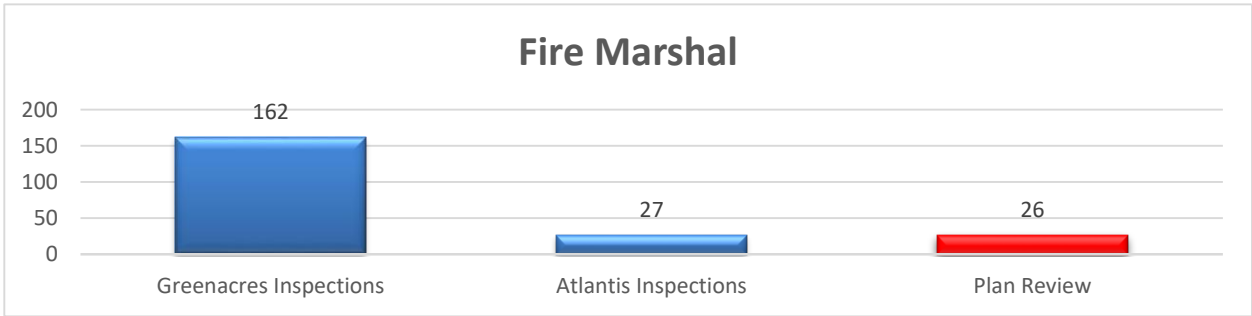


Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system is designed to be limited to large events that tax the resources beyond the normal capabilities of the community.

FIRE MARSHAL

Fire Prevention and Protection focuses on protecting people and property from fire through fire safety inspections, fire plans review, fire cause and origin investigations, and public education. In addition, the Fire Marshal provides fire safety lectures, attends land development meetings, and testifies at code enforcement hearings.

Inspections	189
Plans Review	26
Dollar Loss due to fire	\$135,250



SPECIAL SERVICES

Blood Pressure Screenings	3
Presentations, Station Tours/Attendees	1/8
Persons Trained in CPR	0



Department Report

MEETING DATE: June 17, 2024

FROM: Georges Bayard, Director, Information Technology

SUBJECT: Department of Information Technology – May 2024 Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from May 1 – May 31, 2024.

1. Testing is ongoing for the new Youth Programs registration form in Laserfiche, providing the capability for online registrations, and automatic processing of submitted forms in the City's Document Management System.
2. The paperless Personnel Action Request (PAR) form in New World ERP is in testing between Human Resources and select departments.
3. Migration of all users' individual network data storage space from the local Z drive to the Microsoft OneDrive cloud storage is nearly completed.
4. Assisted the successful participation by D&NS staff in the Palm Beach County GIS Damage Assessment testing exercise, in which they can use City iPads to report damage within the City after disasters such as hurricanes. This aggregated data can then be viewed in near-real-time by personnel in the Emergency Operations Center.
5. Submitted application and received award letter for year two of the Florida Local Government Cybersecurity Grant.
6. Staff attended two conferences: the Governor's Hurricane Conference and Tyler Connect (vendor for the City New World ERP software).
7. Monthly KnowBe4 simulated phishing test results:
 - a. **May:** Links clicked: 3; attachments opened: 0; QR codes scanned: 1. Phish-prone users (vulnerable to phishing attacks): 2.3% (down from 6.86% during the previous month's campaign).

The overall online behavior of City personnel remains more cautious than the average KnowBe4 customer, despite the slight increase in the number of users failing simulated phishing tests. Those users continue to be assigned remedial training to reinforce secure handling of emails. The elevated level of sophistication in the current phishing campaigns reflects the increasingly effective methods used by attackers. We will continue to monitor this activity and promote good cyber hygiene.

SERVICE DESK REQUESTS

May 2024

DEPARTMENT	CURRENT PERIOD	FY 2024 YTD	FY 2024 BUDGET
Administration	15	89	-
Community & Recreation Services	7	59	-
Development & Neighborhood Svcs.	25	135	-
Finance	8	72	-
Fire Rescue	1	45	-
Information Technology	3	22	-
Public Works	2	30	-
Purchasing	1	19	-
Youth Programs	3	21	-
Total Service Desk Requests	65	492	600



Department Report

MEETING DATE: June 17, 2024

FROM: Captain Tristram Moore, PBSO District 16

SUBJECT: PBSO District 16 Report – May 2024

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	2,089
Traffic Stops (Self-Initiated)	843
Calls for Service	1,966
All CAD Calls - Total	4,898
Total Calls for Service – FY 2024 (October 2023 – September 2024)	34,656

Data Source: CADS/Premier 1
*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

SUMMARY

During the month, there were 4,898 generated calls within the District and 60% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
355	319

Data Source: TraCS

PBSO MOTORS UNIT	
Total Citations	Total Warnings
400	278

Data Source: TraCS

COMMUNITY POLICING EVENTS

- 05/02/24: Mentorship Day Event at Okeeheelee Middle School
- 05/04/24: "Can I Kick It" Kickball Tournament at the Greenacres Community Center
- 05/08/24: Scams and Neighborhood Watch Presentation at the Pine Glen Community Center
- 05/13/24: Night Shift Homeless Intervention Operation. Seven new vagrants located, identified, and removed from the various wooded areas and plazas located in the City of Greenacres.
- 05/19/24: Rock & Roll Sunday and Chili Cook-Off Event
- 05/21/24: Code Red Drill at John I. Leonard High School
- 05/21/24: Bike Lock Drop Off
- 05/22/24: Field Day at Liberty Park Elementary
- 05/22/24: Food Distribution at Pickwick Mobile Home Park
- 05/23/24: Walk to Park & CICI's Pizza Event
- 05/31/24: Shred-a-Thon

STREET CRIMES UNIT

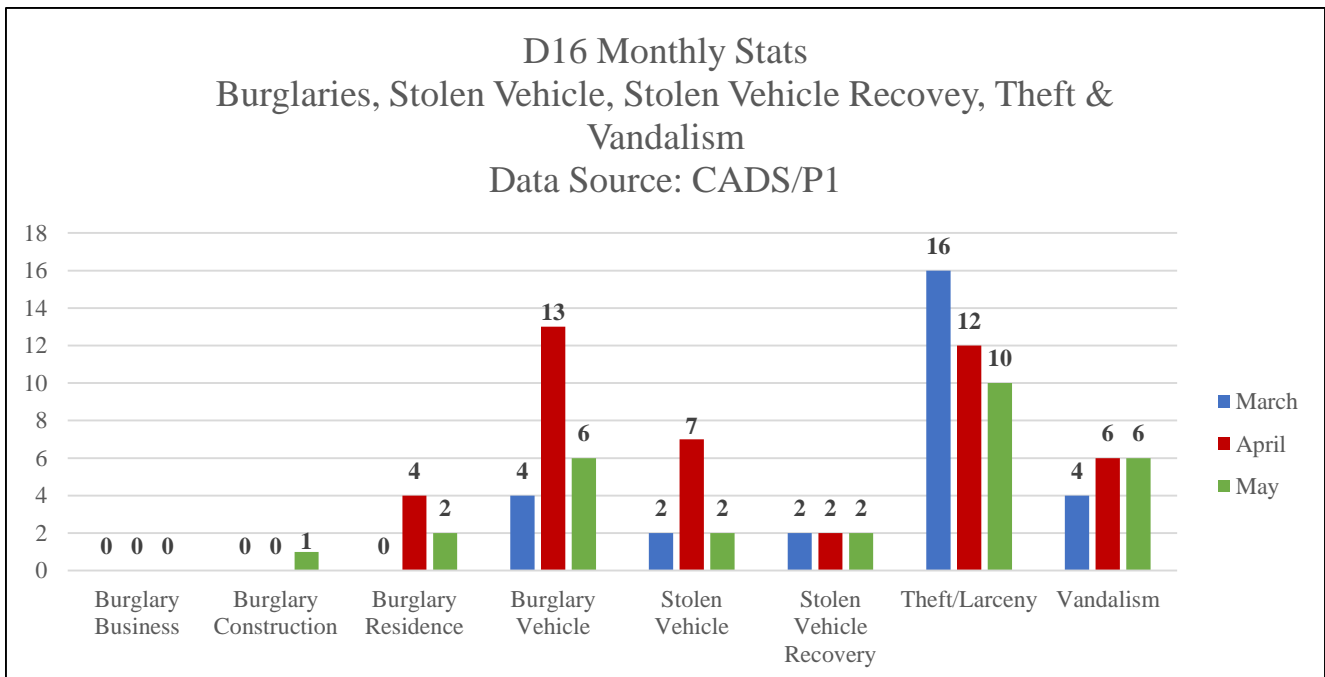
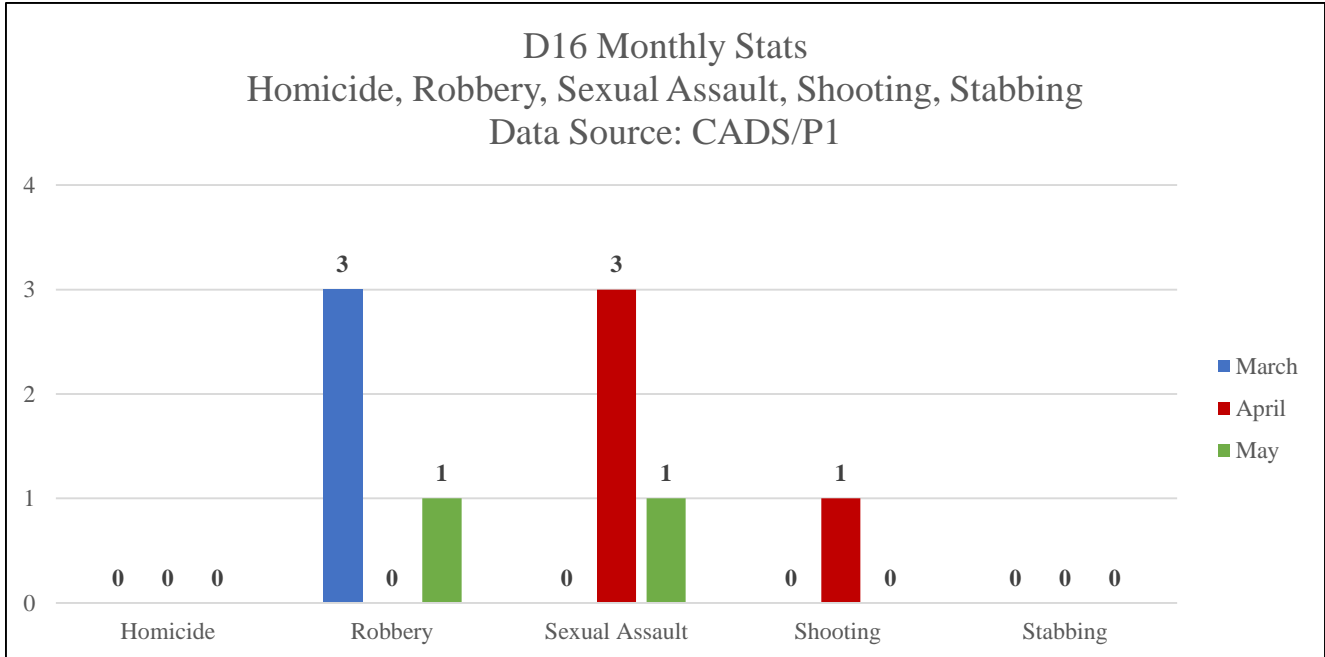
- The District 16 Street Crimes Unit had probable cause to arrest a suspect for dealing in stolen property, petit theft, and false verification of ownership. The suspect was located and apprehended. Three cases were cleared in Greenacres and others in District 6. The suspect was charged accordingly.
- The District 16 Street Crimes Unit conducted a traffic stop on a vehicle committing traffic infractions. Probable cause to search the vehicle was established and the driver was found to be in possession of 3.2g of cocaine. The driver was apprehended and charged accordingly.

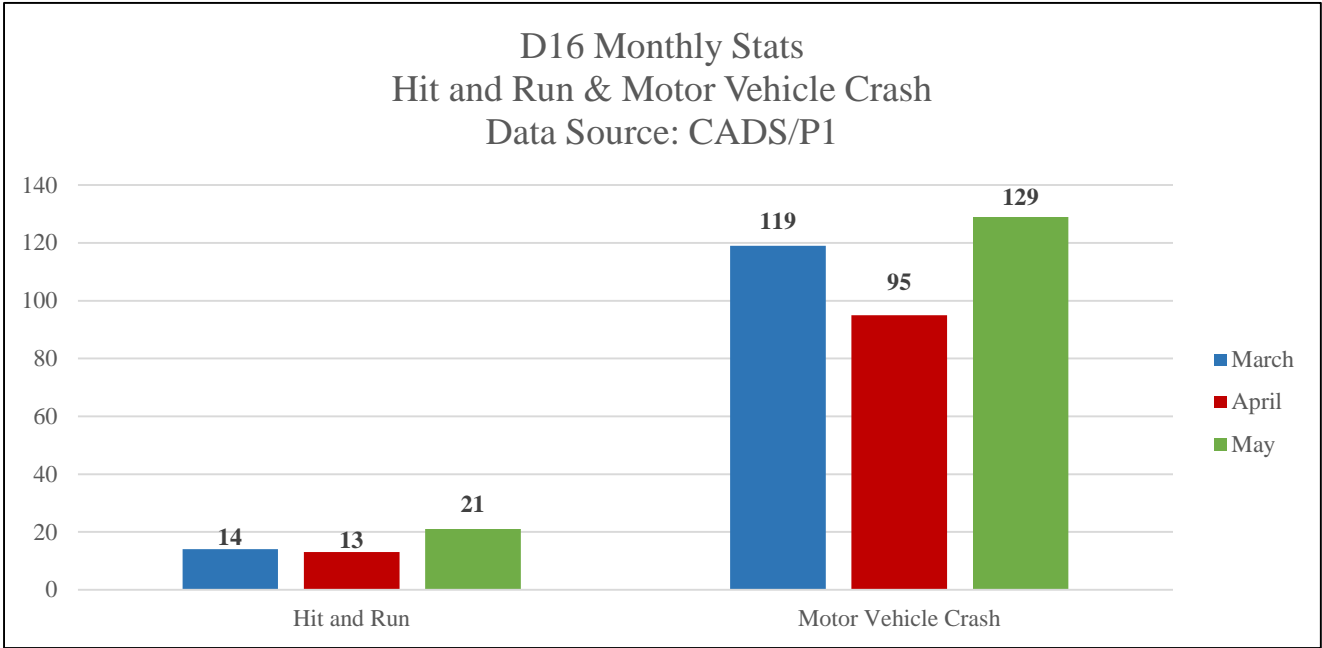
PROPERTY DETECTIVES

- An unknown suspect entered a city business and stole a phone display valued at \$999.99. The suspect was later apprehended while attempting to do the same thing at another business location. Probable cause was developed for the suspect and they were charged accordingly. This case was cleared by arrest.
- An occupied residential burglary occurred. Detectives were called out to assume the investigation. An arrest warrant was walked through and the suspect was located several hours later. This case was cleared by arrest.
- An unknown suspect committed several vehicle burglaries to unlocked vehicles. The suspect was tentatively identified and Detectives attempted to locate them. The suspect was located and identified themselves in the video surveillance. These cases were cleared by arrest.

DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.





TOP ACCIDENT LOCATIONS FOR MAY 2024 - CASE NUMBER INCIDENTS

LOCATION	CASE NUMBER COUNT
S Jog Road / Forest Hill Boulevard	12
S Jog Road / Lake Worth Road	10
10th Avenue N / S Jog Road	6
Constitution Way / S Jog Road	6
Lake Worth Road / Sherwood Forest Boulevard	6
Lake Worth Road / Swain Boulevard	5



Department Report

MEETING DATE: June 17, 2024

FROM: Carlos Cedeño, Public Works Director

SUBJECT: Public Works Department Report

DEPARTMENT HIGHLIGHTS

Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of May 1, 2024 through May 31, 2024.

1. ADMINISTRATION:

- Staff assisted with the review and preparation of bid documents for the restroom renovations at the WIC Center Building.
- Staff coordinated and met with vendor in preparation for the exterior painting of the Community Center building and roof.

2. ROADS AND DRAINAGE MAINTENANCE

- Twenty (20) feet of broken sidewalk was replaced along Foxtail Drive.
- Sable Palms in Palm Beach Villas right of ways were trimmed.
- The City claw trucks were registered with the Solid Waste Authority in preparation for the hurricane season.
- Concrete curbs and road pavement markers were installed on three (3) medians on S. 57th Ave.

3. VEHICLE MAINTENANCE

- Received a new truck for Fire Rescue and a new grapple truck for Public Works.
- Coordinated the purchase of a new heavy duty tire changer for the Vehicle Maintenance shop.

4. BUILDING SERVICES

- Coordinated the installation of two (2) new HVAC systems at the WIC Center Building.

5. PARKS MAINTENANCE

- Posts and nets were replaced at the S.J.F. Community Parks tennis courts.
 - Staff assisted with the set up and break down of "Rock N Roll Sunday" & " Fire Rescue chili cook-off".
 - Top sand dressing was applied to the soccer fields at Freedom Park.
-



Department Report

MEETING DATE: June 17, 2024

FROM: Monica Powery, Director, Purchasing

SUBJECT: Department of Purchasing Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from May 1 through May 31.

- a. 24-011 Branding and Marketing Services – This RFP was advertised on February 18, 2024, and closed on March 15, 2024, with seven (7) proposals received. The Selection Committee met on April 19, 2024, to review, discuss and shortlist the proposals. The Selection Committee met on May 3, 2024 for presentations and final evaluations. The Selection Committee recommends award to The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing. Currently under review by the procurement department.
- b. 24-012 Construction of New Youth Programs Building– This bid was advertised on May 5, 2024 and opens on June 5, 2024.
- c. 24-013 WIC Center Restroom Renovations– This bid was advertised on May 19, 2024 and opens on June 20, 2024.
- d. 24-018 Emergency Operations Center Design Criteria Package – This RFQ was advertised on April 28, 2024 and intended to close on May 29, 2024. However item was pulled and revised and rebid.
- e. 24-019 Gladiator Park Court Resurfacing – This bid was advertised on April 7, 2024 and opened on May 8, 2024 with three (3) bids received. City staff has evaluated the proposal and recommends award to Sport Surfaces LLC as the lowest responsive and responsible bidder. To go before Council for approval at the meeting to be held on June 17, 2024.
- f. 24-020 Gladiator Lake Drainage Enhancements – This bid was advertised on April 7, 2024 and opened on May 7, 2024 with four (4) bidders responding. City staff has evaluated the proposal and recommends award to BDI Marine Contractors, LLC as the lowest responsive and responsible bidder. To go before Council for approval at the meeting to be held on June 17, 2024.
- g. 24-021 Progressive Design/Build- Emergency Operations Center– This RFQ was advertised on May 29, 2024 and opens on July 1, 2024.
- h. RFQ24-007PW Custom Shutters for Community Center- This RFQ was advertised on April 16, 2024, and closed on April 23, 2024, and is currently under evaluation by the procurement department.

- i. Solicitations In Progress –Youth Programs Building – Furniture; and Youth Programs Building – Technology.
- j. Training – The Senior Buyer conducted one (1) P-Card Training and one (1) Purchasing Training covering Purchasing Procedures, New World and City Purchasing Card Procedures for five (5) new users.
- k. Professional Development -The Buyer attend Virtual Conference (V-Con) with the National (NIGP), a 2-day all virtual learning experience with intro classes for new and aspiring procurement leaders. The Purchasing Department also attend the annual Florida Association of Public Procurement Officers (FAPPO) conference.
- l. Awards- The Purchasing Director received a prestigious award from FAPPO for their champions program.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2024 YTD
Purchase Orders Issued	54	569
Purchase Order Amounts	\$ 448,458.45	\$ 36,545,673.96
Solicitations Issued	3	19
Solicitations in Progress	2	-
Central Store Requests	4	23
Contracts Managed	78	78
Purchasing Card Purchases	333	2,395
Purchasing Card Transactions	\$ 55,013.65	\$ 382,615.83
No. of Training Sessions Conducted	1	6
Towing Revenue	\$ 3,283.00	\$ 29,614.00



Youth Programs Department Monthly Report

MEETING DATE: June 17, 2024

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: May 2024 Department Report

PROGRAMMING

- During the month of May, we provided twenty-one (21) days of after-school programming and transportation from five (5) schools within City limits.
- Thursday May 30, 2024 was the last day of school.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2023 TO DATE	FY 2023 BUDGET
# of Participants	62	110	150
# of Participants in Sierra Club ICO	0	10	25
# of Licenses Coordinated	0	1	1
# of MOU's Coordinated	1	2	6
# of Part.'s in Teen Advisory Council (TAC)	5	5	7
# of Part.'s in TOP Program	30	40	15
# of Part.'s in Garden Club	25	19	20
# of Presidential Volunteer Service Hours	496	3,083	9,000

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2023 TO DATE	FY 2023 BUDGET
Early Learning Coalition	\$8,592.12	\$69,881.08	\$316,817
Parent & Registration Fees	\$15,849.00	\$79,897.20	\$185,419
Youth Services Department SEL Grant	\$7,700.80	\$53,904.80	\$77,000
Textile Funds	0.00	\$5,455.00	\$18,000

C.A.R.E.S REPORT

- On Friday May 10th the CARES Program concluded their Junior Garden Club where we wrapped up the year by giving all the participants pineapples to go home with. The kids concluded with parties and saying their goodbyes to our seasonal Garden Club volunteers.
- The CARES Program hosted its karaoke night on May 24th to conclude the school year. The event had approximately 100 guests including parents, youth, city officials, and staff. We featured 11 rehearsed songs by youth and staff which were all met with applause. A huge thank you to Laura Graham for helping orchestrate the event and Oleander Garden Club for their support.

TEEN PROGRAMS REPORT

- On Friday, May 3rd, eleven (11) high school teens went on an annual end-of-year field trip with the facilitators of the Teen Outreach Program, Ms. Tene, and Ms. Sha'Cora, to Dave and Busters. Our Teen Program has an annual end-of-year trip to celebrate the teen's achievements, such as over 70% attendance, over 25 hours of community service, and various Community Learning Service projects. The teens enjoyed unlimited arcade games, food, and a \$20 power card to play any additional games. The teens had a great time at Dave and Buster's.
- On Tuesday, May 7th, eleven (11) middle school teens in our Teen Program went to Fun Depot with the facilitator of the Teen Outreach Program (T.O.P.) to commemorate their achievements such as over 70% attendance, over 25 hours of community service and completing various Community Learning Service projects. They enjoyed unlimited games and attractions from 5 pm-8 pm. The T.O.P facilitator, Ms. Tene, gathered the teens for an end-of-year video to share their experiences in the program.
- On Friday, May 10th, the teens in our Teen Program hosted a movie night to raise funds for their monthly late-night activities. The teens hosted nineteen kids from our CARES program. The kids watched Monsters University and served pizza, juice pouches, and popcorn. The teens facilitated the movie, served the pizza, played games with the CARES participants, and aided in the clean-up.