



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, May 05, 2025 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

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. **Proclamation:** Mental Health Awareness Month, May 2025. - Ms. Kenya C. Madison, Senior Director of Pathways to Prosperity.
2. **Proclamation:** Small Business Week, May 4-10, 2025. - Bollywood Fashion World - Cynthia Tanzina , Owner; D'Twins Fashion Boutique - Daphnie L. Eyma and Daphnee L Eyma, Owners; Latin Beauty Academy - Ariel Espinosa, Owner and Christina LaRocca, Instructor; Sabor Latino Restaurant - Ceasar Perez and Edgar Perez, Owners; Winston's Executive Kutz - Winston Higgins, Owner.
3. **Presentation:** Retail Strategies Partnership Kick-Off. - Drew Kaufmann and Garet Smitherman, of Retail Strategies.

CONSENT AGENDA

4. **Official City Council Meeting Minutes:** City Council Meeting Minutes, April 21, 2025. - Quintella L. Moorer, City Clerk.
5. **Resolution 2025-17:** Authorizing the appropriate City Officials to execute an agreement with Zambelli Fireworks Manufacturing Company, Inc. to provide an electronic fireworks display for the City's annual July 4th celebration; providing for an effective date. - Monica Powery, Director of Purchasing.
6. **Resolution 2025-19:** Approving the agreement between the City of Greenacres and TCLM Enterprise, Inc., to furnish and install gravity sanitary sewer mains and manholes

between 6' and 12' deep, sanitary sewer lateral pipe, sewer cleanouts, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, installation of new PBCWUD lift station including station, control panel, pump equipment, electrical service to station, filling of existing station, and all other items and work required and incidental thereto; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.

7. **Resolution 2025-20:** Approving the agreement between the City of Greenacres and Osmin Surfaces, Inc, for restoration and resurfacing of two (2) basketball courts in Rambo Park located at 3595 South 57th Avenue, Greenacres, FL, 33463 as set forth in the contractor's proposal thereto; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
8. **Resolution 2025-22:** Authorizing the Mayor of Greenacres to sign an Interlocal Agreement with the Central Palm Beach County Coalition of Cities, providing for an effective date; and for other purposes. - Andrea McCue, City Manager.
9. **Appointment to serve on the Education Advisory Committee** - Appointment for Sasha Lopez to serve a two-year (2) term. - Andrea McCue, City Manager.

REGULAR AGENDA

10. **Resolution 2025-18:** Approving the agreement between the City of Greenacres and Kaufman Lynn Construction, Inc., for the new ground up, Category 5 hurricane resistant facility to house the City's Emergency Operations Center (EOC) and full-time operations staff located directly adjacent to the east side of the current Public Works site at 5750 Melaleuca Lane, Greenacres, Florida 33463; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
11. **Ordinance 2025-02: First Reading:** Amending Chapter 9, Article 1, Division 1, of the Code of Ordinances by adding Section 9-12, declaring purpose and intent, authorizing placement and installation of a school zone speed detection system, providing for administration and implementation of such a system, designating a local Hearing Officer and Clerk, making findings regarding relevant traffic data and evidence warranting additional enforcement procedures, designating school zone speed detection system locations which constitute a heightened safety risk, adopting enforcement procedures and fines, and for other purposes; and providing for conflict, severability, codification and an effective date. - Andrea McCue, City Manager.
12. **Ordinance 2025-09: First Reading:** Amending Chapter 11, Article 4, of the Greenacres Code, entitled "City parks", amending Section 11-73, "Operating hours, Special events permit" to establish permitted hours of operation for improved parks within the City's municipal limits; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Michele Thompson, Director of Community and Recreation Services.
13. **PUBLIC HEARING: Ordinance 2025-06: First Reading:** Amending Chapter 16, Zoning Regulations, Article I, in General; Article III District Regulations; and Article IV Supplemental District Regulations; all of Chapter 16, Zoning Regulations, to Revise Definitions, Standards, and criteria related to Impervious Surface and Lot Coverage; and for other purposes; providing for repeal of conflicting ordinances; providing for

severability; providing for inclusion in code; and providing for an effective date. **(POSTPONED)**

14. **PUBLIC HEARING: Ordinance 2025-07:First Reading:** Amending Chapter 16, Zoning Regulations, Article V, Specific Developments; Article VI, Sign Regulations; Article IX, Nonconforming Uses, Structures, Buildings, Lots, Signs, etc.; to move sign criteria for planned commercial developments to Article VI; to revise the provisions related to sign permits, master sign plans, temporary signs, and nonconforming signs; and other signs; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. **(POSTPONED)**

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

Future City Council Meetings

May 19, 2025.

June 2, 2025.

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 Moorner 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 COUNCIL MEETING

City of Greenacres, Florida

Monday, April 21, 2025, at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor

John Tharp, Councilmember, District I

Peter Noble, Councilmember District II

Judith Dugo, Councilmember, District III

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 6PM. Councilmember Bousquet was absent. All other Councilmembers were present.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Deputy Mayor Diaz, Seconded by Councilmember Dugo to approve the agenda with the removal of Item 9. Voting Yea: Councilmember Dugo, Councilmember Noble, Councilmember Tharp, and Deputy Mayor Diaz.

Deputy Mayor Diaz stated there was some miscommunication going around regarding Ordinance 2025-04, and she wanted to confirm that the ordinance was only confirming the definition and clarification of Ordinance 2025-04 Item 9 as it relates to live entertainment and nightclub definitions. Deputy Mayor Diaz translated in Spanish for some of the audience.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

- 1. Proclamation:** After School Professional's Week, April 21-25, 2025. - Benjamin Dexter, Assistant Director of Youth Programs.

Deputy Mayor Diaz read the proclamation by title.

Mr. Dexter accepted and thanked the Council for honoring the program. He said they were there to inspire and that it takes a village.

Photos were taken.

2. Proclamation: Earth Day, April 22, 2025. - Marco Cassio, EarthDay.org.

Councilmember Tharp read the proclamation by title.

Councilmember Tharp said the Arbor Day and Great American Cleanup was happening this week.

Mr. Cassio, Palm Beach State College. Mr. Cassio stated a few changes in the state and the progress of affordable energy in the State, such as installing solar panels. He welcomes the city to keep moving forward with renewable energy.

He thanked the City and Council.

Photos were taken.

3. Presentation: School Zone Speed Safety Solution. - Matt Reich, Reginal Account Executive and Silvia Castellanos, Manager, Verra Mobility.

Mr. Reich and Ms. Silvia highlighted what Verra Mobility did and he also reviewed some of the statistics of the speed study. He stated that community engagement was important, the implementation was step by step, camera detection.

CONSENT AGENDA

4. Official City Council Meeting Minutes: City Council Meeting Minutes, April 7, 2025. - Quintella L. Moorer, City Clerk.

5. Resolution 2025-14: Satisfying certain liens imposed against residential property, pursuant to Section 15-31, City of Greenacres Code. - Teri Beiriger, Director of Finance.

Motion made by Councilmember Tharp, Seconded by Councilmember Dugo to approve the Consent Agenda.

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

REGULAR AGENDA

6. PUBLIC HEARING: Ordinance 2025-08: Second Reading: Amending the City of Greenacres' Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, inclusive; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date. - Teri Beiriger, Director of Finance.

Ms. Moorer read the ordinance by title.

Ms. Beiriger stated no changes had taken place since the First Reading on April 7, 2025.

Staff recommended approval.

Motion made by Councilmember Tharp, Seconded by Councilmember Noble to approve Ordinance 2025-08 on Second reading.

Voting Yea: Councilmember Dugo, Councilmember Noble, Councilmember Tharp, Deputy Mayor Diaz

7. QUASI-JUDICIAL: PUBLIC HEARING: Resolution 2025-15: Approving an application for a Special Exception to allow a convenience store with fuel sales located within the Commercial Intensive zoning district, approximately 1,100 feet east of the intersection of Forest Hill Boulevard and Jog Road, on the south side of Forest Hill Boulevard at 6270 Forest Hill Boulevard, as requested by the applicant, Amber Rebert of CPH, LLC, agent

for the owner, ARL FHJ, LLC; providing for repeal of conflicting resolutions; and providing for an effective date. - Gionni Gallier, Assistant Director of DNS.

Mr. Gallier read the Quasi-Judicial process for the record.

Ms. Moorer sworn in two persons.

Ms. Moorer read the resolution by title.

Mr. Gallier highlighted the special exception request, stating the request was for 1,100 square foot fuel station on Jog Road and Forest Hill Boulevard that would operate 24 hours daily.

Councilmember Tharp questioned the twenty-four-hour service and the traffic projection and location.

Councilmember Dugo was not comfortable with the hours of operation. Mr. Gallier stated due to the Code the store coolers would be shut down.

Mayor Shaw shared the same concerns as the rest of the Council.

Ms. Nicole Santana, CPH representative, outlined the site and development plans and requested approval.

Mr. Brett Brown was concerned with the pedestrian walkway on Forest Hill Boulevard.

Ms. Maria Willever felt there were too many nearby gas stations and was there any penalty for the number of stations.

Mr. Brian Willever was concerned about adding fuel stations when the city just honored Earth Day. He felt electric stations were needed.

After further discussion the Council decided to table the item by May 19, 2025. The Council was concerned with the hours of operation.

Motion made by Councilmember Dugo, Seconded by Deputy Mayor Diaz to table the item until May 19, 2025.

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

- 8. QUASI-JUDICIAL: PUBLIC HEARING: Resolution 2025-16:** Approving an application for Site and Development Plans approval including a Master Sign Plan to construct a 2,824 square-foot convenience store and associated overhead canopy and six (6) dual sided fuel dispensing pumps serving twelve (12) fueling stations within a Commercial Intensive zoning district, located approximately 1,100 feet east of the intersection of Forest Hill Boulevard and Jog Road, on the south side of Forest Hill Boulevard at 6270 Forest Hill Boulevard, as requested by the applicant, Amber Rebert of CPH, LLC, agent for the owner, ARL FHJ, LLC; providing for repeal of conflicting resolutions; and providing for an effective date. - Gionni Gallier, Assistant Director of DNS.

Motion made by Councilmember Tharp, Seconded by Deputy Mayor Diaz to table the item until May 19, 2025.

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

- 9. PUBLIC HEARING: Ordinance 2025-04: Second Reading:** Amending the Code of Ordinances at Article I, in General; Article 3, District Regulations; and Article 4 Supplemental District Regulations; all of Chapter 16, Zoning Regulations, to define Live

Entertainment and Nightclubs; to revise the definitions of restaurants; to revise the standards and criteria associated with live entertainment permits and mobile food dispensing vehicles; to clarify permitted uses; and for other purposes; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Millie Rivera, Planner. **ITEM POSTPONED - TBA**

The item was removed from the agenda.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

1. Mr. Alan Casarrubias was opposed to the city referring to restaurants as nightclubs. He mentioned it was a part of the Hispanic culture to dance.
2. Ms. Jordania Areas stated it was a part of the Hispanic culture to dance after meals. She stated the restaurants represented their culture and family. She was thankful for the opportunity to work with the restaurant.
3. Ms. Maria Willever suggested adding a free tree give away for Earth Day.
4. Mr. Mario Guzman echoed the sentiments of the previous speakers. He said a dance floor does not equal a nightclub.
5. Ms. Katherin Mendez thanked the Council. She asked the Council not to close dance in restaurants, she said it was a part of her culture.
6. Mr. Brett Brown provided the city with some census updates. He wanted to honor the pioneers.

Mayor Shaw mentioned the item was postponed for clarification and to ensure businesses had the proper permits.

CITY MANAGER'S REPORT

10. Community & 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.

Ms. McCue said the Safe Streets public engagement would take place on May 14, 2025, at CRS. She said the Egg extravagant had over 27,000 eggs. She thanked CRS for their hard work.

CITY ATTORNEY'S REPORT – No report.

MAYOR AND CITY COUNCIL REPORT

Deputy Mayor Diaz stated the city would hold a workshop for restaurant owners. She also thanked Nicole King, CRS, Events for her hard work and she was happy to see egg recycle bins. She also highlighted Music Mends Minds, Inc. for their positive work.

Councilmember Dugo suggested the City create a policy for no hats in the Council. Councilmember Noble stated times had changed and it should be up to the gentlemen.

Councilmember Tharp asked people to come out for the Great American Clean Up. He welcomed Commissioner Joel Flores.

Mayor Shaw recognized County Commissioner Joel Flores.

Commissioner Flores was happy the Council was hosting a workshop for business owners.

Mayor Shaw stated Dr. Joaquin Garcia High School was holding its first graduation ceremony.

ADJOURNMENT

7:15PM

Chuck Shaw
Mayor

Quintella Moorer, MMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Monica Powery, Director of Purchasing

SUBJECT: Award of RFP No. 25-003 Fireworks Display

BACKGROUND

Each year, the City of Greenacres hosts an Independence Day celebration at Samuel J. Ferreri Community Park for its residents. A key feature of this event is a professional fireworks display provided by a qualified vendor. To secure services for the 2025 event, the City's Purchasing Department issued Request for Proposals (RFP) No. 25-003 on March 9, 2025.

ANALYSIS

One (1) proposal was received and opened on April 9, 2025. After review, City staff determined that Zambelli Fireworks Manufacturing Company is both responsive and responsible.

Zambelli Fireworks has provided displays for the City since 2002, consistently delivering safe, high-quality shows. With over 130 years of experience, they are a federally licensed industry leader known for creative designs, advanced technology, and skilled technicians. Their proven track record and strong coordination with City officials support the recommendation for continued partnership.

FINANCIAL INFORMATION

Sufficient funds are budgeted in the CRS Department.

LEGAL

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

STAFF RECOMMENDATION

Staff recommends awarding RFP No. 25-003 Fireworks Display to Zambelli Fireworks Manufacturing Company in the amount of \$45,000 and authorizing execution of the associated agreement.

The initial term of the agreement will be for one (1) year, with the option to renew for up to four (4) additional one-year terms upon mutual agreement by both parties. This could result in a total potential contract term of five (5) years. All renewals will be subject to the appropriation of funds by the City Council.

RESOLUTION NO. 2025-17

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY, INC., TO PROVIDE AN ELECTRONIC FIREWORKS DISPLAY FOR THE CITY'S ANNUAL JULY 4TH CELEBRATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres hosts an annual Independence Day celebration for the community at Samuel J. Ferreri Community Park, which includes a professional fireworks display; and

WHEREAS, the Purchasing Department issued a competitive solicitation, Request for Proposal No. 25-003 (the "RFP"), seeking a qualified firm to provide fireworks display services; and

WHEREAS, the RFP was advertised on March 9, 2025, and on April 9, 2025, the City received one (1) proposal which was evaluated and determined to be both responsive and responsible; and

WHEREAS, Zambelli Fireworks Manufacturing Company, Inc., which has provided fireworks displays for the City since 2002, submitted a proposal that meets all requirements and offers a strong history of safety, experience, and innovation; and

WHEREAS, Zambelli Fireworks is federally licensed and nationally recognized for its advanced technology, quality productions, and experienced technicians; and

WHEREAS, the agreement will be for one (1) year, with the option to renew for up to four (4) additional one-year terms upon mutual agreement and subject to the appropriation of funds by the City Council; and

Resolution No. 2025-17 | Fireworks Display

Page No. 2

WHEREAS, the City Council deems it to be in the best interest of the City and its residents to enter into an agreement with Zambelli Fireworks Manufacturing Company, Inc. to provide fireworks display services;

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

SECTION 1. The City Council hereby awards RFP No. 25-003 to Zambelli Fireworks Manufacturing Company, Inc. and authorizes the execution of an agreement in the amount of \$45,000 for fireworks display services.

SECTION 2. The agreement shall be for an initial term of one (1) year, with the option to renew for four (4) additional one-year periods, subject to mutual agreement and appropriation of funds by the City Council.

SECTION 3. The City Council authorizes the appropriate City Officials to execute the agreement and take all necessary actions to carry out the intent of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

RESOLVED AND ADOPTED this 5th of day of May 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

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

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

Voted:
Judith Dugo, Council Member, *District III*

Voted:
Susy Diaz, Deputy Mayor

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Monica Powery, Director, Purchasing

SUBJECT: Award of Bid No. 25-007 Original Section Sewer Swain Boulevard North Phase 3

BACKGROUND

The City of Greenacres desires to hire experienced and qualified company to furnish and install gravity sanitary sewer mains and manholes between 6' and 12' deep, sanitary sewer lateral pipe, sewer cleanouts, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, installation of new PBCWUD lift station including station, control panel, pump equipment, electrical service to station, filling of existing station, and all other items and work required and incidental thereto. The bid was advertised by the City's Purchasing Department on March 23, 2025.

ANALYSIS

The proposals were opened on April 24, 2025 with six (6) bidders responding. The attached tabulation sheet summarized the results received. City staff has evaluated the proposal and recommends award to TCLM Enterprise, Inc. as the lowest responsive, responsible bidder.

FINANCIAL INFORMATION

Sufficient funds are budgeted in Capital Improvement Program 305-40-46-63-26 (CIP 305-231).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2025-19 authorizing execution of agreement and award of Bid No. 25-007 Original Section Sewer Swain Boulevard North Phase 3 to TCLM Enterprise, Inc. for the Base Bid amount of \$1,260,300.50.

RESOLUTION NO. 2025-19

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND TCLM ENTERPRISE, INC., TO FURNISH AND INSTALL GRAVITY SANITARY SEWER MAINS AND MANHOLES BETWEEN 6' AND 12' DEEP, SANITARY SEWER LATERAL PIPE, SEWER CLEANOUTS, DEMOLITION OF EXISTING PAVEMENT, PAVEMENT RESTORATION, SOD RESTORATION, RE-STRIPING AND SIGNAGE, INSTALLATION OF NEW PBCWUD LIFT STATION INCLUDING STATION, CONTROL PANEL, PUMP EQUIPMENT, ELECTRICAL SERVICE TO STATION, FILLING OF EXISTING STATION, AND ALL OTHER ITEMS AND WORK REQUIRED AND 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 to furnish and install gravity sanitary sewer mains and manholes between 6' and 12' deep, sanitary sewer lateral pipe, sewer cleanouts, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, installation of new PBCWUD lift station including station, control panel, pump equipment, electrical service to station, filling of existing station, and all other items and work required and incidental thereto; and

WHEREAS, The Purchasing Department issued Invitation to Bid No. 25-007 (the "BID"); and

WHEREAS, the Director of Purchasing recommends approval of the Agreement; and

WHEREAS, the BID was advertised on the legal notices section of the Palm Beach Post on March 23, 2025, and a notice was also sent to two thousand five hundred (2,500) prospective bidders via DemandStar; and

WHEREAS, on April 24, 2025 at 3:00 p.m. EST, the BID closed and the Purchasing Department (the "Department") received six (6) responses which were reviewed by the Department to ensure the responses met the BID requirements and the bidders were both responsive and responsible; and

Resolution No. 2025-19 | Original Section Sewer Swain Boulevard North Phase 3
Page No. 2

WHEREAS, the Department recommends that the City Council approved award of the BID to TCLM Enterprise, Inc. and authorize the execution of the contract.

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 TCLM Enterprise, 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 5 of day of May 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

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

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

Voted:
Judith Dugo, Council Member, *District III*

Voted:
Susy Diaz, *Deputy Mayor*

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 5th day of May in the year 2025, by and between the City of Greenacres, a Florida municipal corporation (hereinafter called CITY or OWNER) and TCLM Enterprise, Inc., a Florida corporation (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:

The base bid work consists of furnishing and installation of gravity sanitary sewer mains and manholes between 6' and 12' deep, sanitary sewer lateral pipe, sewer cleanouts, demolition of existing pavement, pavement restoration, sod restoration, re-striping and signage, installation of new PBCWUD lift station including station, control panel, pump equipment, electrical service to station, filling of existing station, and all other items and work required and 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:

**ORIGINAL SECTION SEWER SWAIN BOULEVARD NORTH PHASE 3
Bid No. 25-007**

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 Cedeno
Public Works Director
City of Greenacres
Greenacres, FL 33463
Ph: (561) 642-2074

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. 25-007. This Project shall be completed within **two hundred (200)** 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 (200)** 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.

ARTICLE 5 - CONTRACT PRICE

- 5.1 CITY shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in current funds as follows:

A lump sum of one million two hundred sixty thousand three hundred dollars and fifty cents (\$1,260,300.50) as outlined in the bid 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. 23-002 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. 23-002 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 CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
- 7.4 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 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 Site 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 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 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 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, 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. 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 Purchasing Agent. CONTRACTOR shall be solely and exclusively responsible for payment to all subcontractors and obtaining the necessary Release of Liens. 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 - 7)
- 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 Contract Documents shall include the Federal Requirements:
 - Federal Requirements Part 1 – General Requirements and Forms
 - Federal Requirements Part 2 – Labor Standards Provision
 - Wage Determination - FL20250130 HEAVY 04042025 MOD 1
- 8.11 General Conditions (pages 00 72 00/Attachment A)
- 8.12 Notice of Award
- 8.13 Notice to Proceed
- 8.14 Technical Specifications as listed in the Index of Construction Contract Documents.
- 8.15 One set of Construction Drawings bearing the following general title:
ORIGINAL SECTION SEWER SWAIN BOULEVARD NORTH PHASE 3**
- 8.16 Addenda Numbers 1 to 2, Inclusive
- 8.17 CONTRACTOR'S Bid (pages 00 41 00 - 1 thru 00 41 00 - 7 and 00 45 13 - 1 thru 00 45 13 - 7) - Designated as Bidder's Proposal including attachments (Corporate Certificates, Qualification Form, Subcontractors list)
- 8.18 Documentation Submitted by CONTRACTOR Prior to Notice of Award
- 8.19 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 paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1 The requirements of the Contract Documents, as such term is delineated in the Invitation to Bid No. 25-007 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. 25-007, 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 25-007, 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 vender 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:

CHRISTINA BASILE, PRESIDENT
TCLM ENTERPRISE, INC.
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

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.

9.11 SCRUTINIZED COMPANIES. 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.

- 9.12 COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024). By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

ARTICLE 10 - INDEMNIFICATION

- 10.1 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.
- 10.2 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.
- 10.3 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.

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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 on the day and date first above written.

CITY OF GREENACRES,

ATTEST:

BY: _____
Chuck Shaw, Mayor

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

(CORPORATE SEAL)

FIRM:

WITNESSES:

BY: _____
Signature

Typed Name

Title

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of _____, 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 _____ [CONTRACTOR's Name] to the same.

Notary Public

Print Name: _____

My commission expires: _____

CITY OF GREENACRES BID TABULATION

Notice of Bid: March 23, 2025
Advertisement in Palm Beach Post/City Website: March 23, 2025

Bid Number: 25-007

Description: Original Section Sewer Swain Boulevard North Phase 3

Department: Public Works
Opening Date: April 24, 2025
Opened By: Randi Whitcomb
Witnessed By: Sasha Burrell

		Vendor Name		B&B Underground Construction, Inc.		Cacique Utilities		Foster Marine Contractors, Inc.		Hinterland Group, Inc.		Southern Underground Industries, Inc.		TCLM Enterprise, Inc.	
		Address:		4050 Westgate Ave., Ste 110		4804 Waverly Woods Ter.		3180 Fairlane Farms Road, Suite 1		2051 W. Blue Heron Blvd.		794 S. Military Trail		13720 Hamlin Blvd.	
				West Palm Beach, FL 33409		Lake Worth, FL 33463		Wellington, FL 33414		Riviera Beach, FL 33404		Deerfield Beach, FL 33442		West Palm Beach, FL 33412	
		Phone:		(561) 249-0341		(305) 216-0370		(561) 683-0034		(561) 640-3503		(954) 275-8336		561-248-1470	
		Email:		sdecke@bbconstr.com		lisa@caciqueutilities.com		mike@foster-marine.net		info@hinterlandgroup.com		frankd@southernundergroundindustries.com		tclm_tina@gmail.com	
Item	Description	Unit	Qty	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
G-1	MOBILIZATION	L.S.	1	\$ 110,000.00	\$ 110,000.00	\$ 85,000.00	\$ 85,000.00	\$ 120,000.00	\$ 120,000.00	\$ 68,000.00	\$ 68,000.00	\$ 96,834.00	\$ 96,834.00	\$ 10,500.00	\$ 10,500.00
G-2	MAINTENANCE OF TRAFFIC	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 85,000.00	\$ 85,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 28,656.00	\$ 28,656.00	\$ 9,000.00	\$ 9,000.00
G-3	DEMOLITION AND DISPOSAL OF ASPHALT OR CONCRETE PAVING SECTION OR CURB	S.Y.	3,525	\$ 15.00	\$ 52,875.00	\$ 10.00	\$ 35,250.00	\$ 7.00	\$ 24,675.00	\$ 15.00	\$ 52,875.00	\$ 6.00	\$ 21,150.00	\$ 10.00	\$ 35,250.00
C-1	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 PAVEMENT RESTORATION	S.Y.	3,525	\$ 7.00	\$ 24,675.00	\$ 10.00	\$ 35,250.00	\$ 15.00	\$ 52,875.00	\$ 12.00	\$ 42,300.00	\$ 31.00	\$ 109,275.00	\$ 12.00	\$ 42,300.00
C-2	FURNISH AND INSTALL 16" LIMESTOCK BASE LBR 100 PAVEMENT RESTORATION	S.Y.	3,524	\$ 12.00	\$ 42,288.00	\$ 30.00	\$ 105,720.00	\$ 50.00	\$ 176,200.00	\$ 18.00	\$ 63,432.00	\$ 88.00	\$ 310,112.00	\$ 25.00	\$ 88,100.00
C-3	FURNISH AND INSTALL 2" TYPE SP-9.5 ASPHALTIC CONCRETE SURFACE (TWO -1" LIFTS) PAVEMENT RESTORATION	S.Y.	3,525	\$ 27.50	\$ 96,937.50	\$ 35.00	\$ 123,375.00	\$ 30.00	\$ 105,750.00	\$ 32.00	\$ 112,800.00	\$ 22.00	\$ 77,550.00	\$ 26.50	\$ 93,412.50
C-4	FURNISH AND INSTALL TYPE 'D' CURB FOR CURB RESTORATION	L.F.	150	\$ 45.00	\$ 6,750.00	\$ 50.00	\$ 7,500.00	\$ 160.00	\$ 24,000.00	\$ 95.00	\$ 14,250.00	\$ 74.00	\$ 11,100.00	\$ 48.00	\$ 7,200.00
C-5	FURNISH AND INSTALL CONCRETE DRIVEWAY OR SIDEWALK (6" THICK 3,000 PSI) INCLUDES COMPACTED SUBGRADE	S.Y.	400	\$ 120.00	\$ 48,000.00	\$ 90.00	\$ 36,000.00	\$ 140.00	\$ 56,000.00	\$ 145.00	\$ 58,000.00	\$ 94.00	\$ 37,600.00	\$ 78.00	\$ 31,200.00
C-6	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURE (MANHOLE) (8'-10') DEPTH	EA.	2	\$ 37,200.00	\$ 74,400.00	\$ 20,000.00	\$ 40,000.00	\$ 19,500.00	\$ 39,000.00	\$ 18,000.00	\$ 36,000.00	\$ 10,602.00	\$ 21,204.00	\$ 10,000.00	\$ 20,000.00
C-7	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURE (MANHOLE) (10'-12') DEPTH	EA.	2	\$ 41,200.00	\$ 82,400.00	\$ 25,000.00	\$ 50,000.00	\$ 23,500.00	\$ 47,000.00	\$ 24,000.00	\$ 48,000.00	\$ 15,142.00	\$ 30,284.00	\$ 11,000.00	\$ 22,000.00
C-8	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (8'-6") DEPTH	L.F.	136	\$ 120.00	\$ 16,320.00	\$ 200.00	\$ 27,200.00	\$ 250.00	\$ 34,000.00	\$ 180.00	\$ 24,480.00	\$ 104.00	\$ 14,144.00	\$ 48.00	\$ 6,528.00
C-9	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (8'-10") DEPTH	L.F.	326	\$ 150.00	\$ 48,900.00	\$ 300.00	\$ 97,800.00	\$ 275.00	\$ 89,650.00	\$ 245.00	\$ 79,870.00	\$ 155.00	\$ 50,530.00	\$ 50.00	\$ 16,300.00
C-10	FURNISH AND INSTALL 8" SDR 26 GRAVITY SEWER (10'-12") DEPTH	L.F.	146	\$ 170.00	\$ 24,820.00	\$ 300.00	\$ 43,800.00	\$ 300.00	\$ 43,800.00	\$ 325.00	\$ 47,450.00	\$ 211.00	\$ 30,806.00	\$ 60.00	\$ 8,760.00
C-11	CUT IN AND CONNECT TO EXISTING FORCE MAIN AND RESTRAIN EXISTING MAIN	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 8,500.00	\$ 8,500.00	\$ 4,851.00	\$ 4,851.00	\$ 4,850.00	\$ 4,850.00
C-12	FURNISH AND INSTALL 4" DIP FORCE MAIN FITTINGS	TON	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,391.00	\$ 20,391.00	\$ 35,000.00	\$ 35,000.00
C-13	FURNISH AND INSTALL 4" DIP FORCE MAIN GATE VALVE	EA.	2	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 6,500.00	\$ 13,000.00	\$ 2,400.00	\$ 3,421.00	\$ 6,842.00	\$ 2,400.00	\$ 4,800.00
C-14	FURNISH AND INSTALL 4" DIP FORCE MAIN	L.F.	100	\$ 150.00	\$ 15,000.00	\$ 200.00	\$ 20,000.00	\$ 285.00	\$ 28,500.00	\$ 85.00	\$ 8,500.00	\$ 210.00	\$ 21,000.00	\$ 180.00	\$ 18,000.00
C-15	COORDINATE WITH FPL AND PROVIDE TEMPORARY ELECTRICAL SERVICE FOR LIFT STATION START UP	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00	\$ 16,530.00	\$ 16,530.00	\$ 18,000.00	\$ 18,000.00
C-16	COORDINATE WITH FPL AND PROVIDE FINAL ELECTRICAL SERVICE TO STATION	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 43,500.00	\$ 43,500.00	\$ 3,500.00	\$ 3,500.00	\$ 92,568.00	\$ 92,568.00	\$ 20,000.00	\$ 20,000.00
C-17	FURNISH AND INSTALL 4'X1' SADDLE TAP AND CORP STOP 1" SERVICE METER AN BACKFLOW	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,400.00	\$ 9,400.00	\$ 4,800.00	\$ 4,800.00	\$ 10,299.00	\$ 10,299.00	\$ 4,000.00	\$ 4,000.00
C-18	REPLACEMENT OF ALL STRIPING AND SIGNAGE TO CURRENT CODE CRITERIA DEPTH	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,240.00	\$ 11,240.00	\$ 9,000.00	\$ 9,000.00
C-19	RESTORE SOD WITH LIKE KIND AND WATER UNTIL ESTABLISHED	S.Y.	1,675	\$ 9.00	\$ 15,075.00	\$ 10.00	\$ 16,750.00	\$ 12.00	\$ 20,100.00	\$ 8.00	\$ 13,400.00	\$ 12.00	\$ 20,100.00	\$ 12.00	\$ 20,100.00
C-20	FURNISH AND INSTALL LIFT STATION INCLUDING WET WELL AND ALL NECESSARY COMPONENTS SUCH AS PUMPS, LEVEL TRANSDUCER, ETC. PER PCBWUD STANDARDS	L.S.	1	\$ 500,000.00	\$ 500,000.00	\$ 460,000.00	\$ 460,000.00	\$ 410,000.00	\$ 410,000.00	\$ 525,000.00	\$ 525,000.00	\$ 880,322.00	\$ 880,322.00	\$ 260,000.00	\$ 260,000.00
C-21	FURNISH AND INSTALL LIFT STATION CONTROL PANEL INCLUDING ALL ELECTRICAL AND INCLUDING ALL NECESSARY CONTROL PANEL COMPONENTS AND RELATED COMPONENTS PER PCBWUD STANDARDS	L.S.	1	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 140,000.00	\$ 140,000.00	\$ 125,000.00	\$ 125,000.00	\$ 177,202.00	\$ 177,202.00	\$ 230,000.00	\$ 230,000.00
C-22	INSTALL LIFT STATION VINYL CHAIN LINK FENCE PER PCBWUD STANDARDS	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 23,142.00	\$ 23,142.00	\$ 18,000.00	\$ 18,000.00
C-23	INSTALL LIFT STATION CONCRETE PAD PER PCBWUD STANDARDS	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ 19,836.00	\$ 19,836.00	\$ 20,000.00	\$ 20,000.00
C-24	TREE REMOVAL/REPLACEMENT, IRRIGATION RESTORATION, ALLOWANCE	AL	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
C-25	WATER SERVICE REPLACEMENT ALLOWANCE	AL	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
C-26	MISC. CONFLICT ALLOWANCE	AL	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
C-27	SPECIAL PRECAUTIONS SHORING	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,377.00	\$ 8,377.00	\$ 18,000.00	\$ 18,000.00
C-28	ALLOWANCE FOR DEWATERING PERMIT	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
C-29	PERFORM ALL REQUIRED DEWATERING	L.S.	1	\$ 55,000.00	\$ 55,000.00	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00	\$ 33,060.00	\$ 33,060.00	\$ 20,000.00	\$ 20,000.00
C-30	REQUIRED TESTING	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,563.00	\$ 12,563.00	\$ 15,000.00	\$ 15,000.00
C-31	PREPARE AND PROVIDE ASBUILTS MEETING PCBWUD REQUIREMENTS	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,224.00	\$ 13,224.00	\$ 26,000.00	\$ 26,000.00
C-32	NPDES REQUIRED PERMITTING, MONITORING, REPORTING, AND PERFORMANCE	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,377.00	\$ 8,377.00	\$ 9,000.00	\$ 9,000.00
TOTAL BASE BID					\$ 1,690,440.50		\$ 1,890,645.00		\$ 1,791,450.00		\$ 1,643,457.00		\$ 2,339,169.00		\$ 1,260,300.50

CITY OF GREENACRES BID TABULATION

Note: All recommendations for award are unofficial until City Council approval



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Monica Powery, Director, Purchasing

SUBJECT: Rambo Park Court Resurfacing

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified company to restore and resurface two (2) basketball courts in Rambo Park located at 3595 South 57th Avenue, Greenacres, FL 33463.

ANALYSIS

The City takes great pride in offering high-quality parks and amenities for our residents. With the school year ending in May, the City is committed to ensuring that all parks are fully prepared for increased use by children during the summer. To avoid project delays and rising material costs, City Staff recommends requesting a waiver of competitive solicitation, as outlined in Procurement Code Section 2-213. To ensure fairness and cost efficiency, the City has reached out to three qualified local contractors and obtained competitive quotes for the project.

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. 2025-25 authorizing execution of agreement for Rambo Park Court Resurfacing to Osmin Surfaces, Inc. for the amount of \$20,500.00.

RESOLUTION NO. 2025-20

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND OSMIN SURFACES, INC, FOR RESTORATION AND RESURFACING OF TWO (2) BASKETBALL COURTS IN RAMBO PARK LOCATED AT 3595 SOUTH 57TH AVENUE, GREENACRES, FL 33463 AS SET FORTH IN THE 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 two (2) basketball courts in Rambo Park located at 3595 South 57th Avenue, Greenacres, FL 33463; and

WHEREAS, The City takes great pride in offering high-quality parks and amenities for our residents and is committed to ensuring that all parks are fully prepared for increased use by children during the summer; and

WHEREAS, City Staff recommends requesting a waiver of competitive solicitation in accordance with the City's Code of Ordinances, Section 2-213, to avoid project delays and rising material costs; and

WHEREAS, the Public Works Department obtained three quotes from three qualified local vendors; and

WHEREAS, Osmin Surfaces, Inc. (the "CONTRACTOR") submitted the lowest quote at a total of \$20,500.00; and

WHEREAS, City staff recommends that the City Council approved award of the project to Osmin Surfaces, Inc.

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

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 5 of day of May 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

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

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

Voted:
Judith Dugo, Council Member, *District III*

Voted:
Susy Diaz, *Deputy Mayor*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Andrea McCue, City Manager, Administration

SUBJECT: Resolution 2025-22 Interlocal Agreement with the Central Palm Beach County Coalition of Cities

BACKGROUND

The Mayors and Managers from the central Palm Beach County communities began meeting in 2024 in an effort to collaborate and cooperate with each other from time to time on an as needed basis to discuss issues facing our communities and the promotion of private investment, development, redevelopment, and related initiatives in the central Palm Beach County area.

ANALYSIS

Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes such public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage. We are all aware of the need for private investments, development, and redevelopment in the general region of central Palm Beach County for the purpose of enhancing benefits for residents, visitors and businesses in the form of job creation, improved infrastructure, transportation and mobility planning implementation, and other issues of common interest and mutual concern. It is our wish to establish the formal support for our group through the adoption of Interlocal Agreements from each of the communities.

FINANCIAL INFORMATION

No funds will be expended for the City's participation in this Interlocal Agreement.

LEGAL

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

STAFF RECOMMENDATION

Staff is recommending approval of Resolution 2025-22.

RESOLUTION NO. 2025-22

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE MAYOR OF GREENACRES TO SIGN AN INTERLOCAL AGREEMENT WITH THE CENTRAL PALM BEACH COUNTY COALITION OF CITIES, PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, a coalition has been formed of municipalities and public agencies located in Central Palm Beach County, including the City of Greenacres; and

WHEREAS, the broad purpose of the coalition is collaboration and cooperation with each other for the encouragement and promotion of private investment, development, redevelopment, and related initiatives in the Central Palm Beach County area; and

WHEREAS, the City Council of the City of Greenacres, has determined that it is in the best interest of the health, safety, and welfare of its citizens of Greenacres to authorize the Mayor to execute the "Interlocal Agreement" as attached to this resolution.

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

SECTION 1. The City Council of the City of Greenacres, a municipal corporation, hereby approves the "Interlocal Agreement of the Central Palm Beach County Coalition of Cities" attached hereto as Exhibit "A" and authorizes its Mayor to execute the same.

SECTION 2. This Resolution shall take effect upon adoption.

Resolution No. 2025-22 | Interlocal Agreement with the Central Palm Beach County

Coalition of Cities

Page No. 2

RESOLVED AND ADOPTED this 5th of day of May 2025

Chuck Shaw, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
Susy Diaz, Deputy Mayor, *District IV*

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

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

Voted:
Judith Dugo, Council Member, *District III*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Andrea McCue, City Manager

SUBJECT: Education Advisory Committee –Sasha Lopez

BACKGROUND

The City's Education Advisory Committee was established through Resolution 2023-31. The Education Advisory Committee promotes and provides public awareness for education accomplishments of students, educators, and all schools located within the City. The Education Advisory Committee has nine (9) regular members appointed and approved by the City Council. The membership is comprised of one (1) councilmember to serve as liaison, one (1) student from John I. Leonard to serve as liaison, one (1) middle school student from the City's Youth Program to serve as liaison and the City's Community Services Coordinator will serve as the Committee Coordinator. Five (5) regular members will serve a three (3) year term and four (4) regular members will serve two (2) year terms.

ANALYSIS

There is currently one (1) application. Sasha Lopez is a Greenacres resident and has a background in government policy, and community outreach. Ms. Lopez has understanding on system impact access to education, housing, and opportunity.

FINANCIAL INFORMATION

N/A

LEGAL

The appointment procedure is in compliance with City Codes.

STAFF RECOMMENDATION

Staff recommends appointing Sasha Lopez for a two (2) year term to serve as board member of the Education Advisory Committee.

SASHA LOPEZ

PROFESSIONAL SUMMARY

I am a dedicated public servant with a strong background in government policy, community outreach, with hands-on experience navigating government systems to help people access the resources they need. With years of experience working directly with families, nonprofits, and local agencies, I bring a deep understanding of how public systems impact access to education, housing, and opportunity. I have led initiatives that bridge gaps between communities and government, ensuring that underserved populations have a voice in decision-making. I've built a career around connecting community needs in alignment with Palm Beach County's strategic priorities.

EXPERIENCE

Deputy Chief of Staff II to Vice Mayor Sara Baxter

*Palm Beach County Board of County Commissioners | West Palm Beach, FL
Nov 2024 – Current*

- I conduct in-depth research to support initiatives that address housing affordability, homelessness, and tenant rights. I help lead community outreach efforts and events, build partnerships, manage constituent services, track legislation, coordinate public records, and support day-to-day operations that keep the office aligned with the Vice Mayor's goals while balancing the needs of farmworkers, families, and stakeholders across one of the most culturally and economically unique districts in Florida.

Commission Assistant II to Commissioner Michael Barnett, District 3

*Palm Beach County Board of County Commissioners | West Palm Beach, FL
Oct 2023 – Nov 2024*

- As Commission Assistant II to Commissioner Michael Barnett, who represented Palm Beach County's most Hispanic and culturally diverse district, I served as a liaison between the community and county government. I managed constituent casework, and coordinating responses to critical issues such as housing, code enforcement, and public safety. I collaborated with internal departments, legal teams, and community organizations to ensure they knew about the services we provide and how to help our residents through the process. My main role was to support the Commissioner's effort to advocate for underserved communities, promote fair housing, and address quality-of-life concerns across District 3.

Housing Specialist SMART Landlord Campaign

*Palm Beach County Human Services | West Palm Beach, FL |
Feb 2022 – Sept 2023*

- Worked closely with federal, state, and local agencies, as well as nonprofits, to increase housing resources through the Federal Continuum of Care. Advocated for affordable housing, supported policy development, and helped secure funding for low- to moderate-income families. Conducted community outreach, raising awareness of housing services the County provides, managed referrals to shelters, transitional housing, and tenant legal aid. Analyzed housing trends and contributed to the program's success.

CONTACT

Item # 9.

📞 561 - 310 - 5843

✉️ SashaExecutes@gmail.com

📍 69 Bridgette Blvd
Greenacres, FL 33463

SKILLS

- Policy Analysis
- Government Systems
- Program Compliance & Development
- Resource Connection & Referral Services
- Tenant Rights & Fair Housing Education
- Cross System Data Management
- Cross Sector Collaboration
- Spanish Speaking

EDUCATION

- MBA, In Progress - 2026
- Bachelors in Business 2019
- Yellow Belt Six Sigma Analyst
- U.S Dept. of Housing & Urban Development Housing Counselor

ACCOMPLISHMENTS

- Improved School Stability for Families in Crisis: Successfully housed hundreds of low-income families through the SMART Landlord Campaign, reducing student absenteeism and school disruptions caused by housing instability.
- Partnered with Affordablehousing.com, which streamlined affordable housing access for Residents County wide.
- Recruited Agencies and Nonprofits to join Federal Continuum of Care for The Homeless and Housing Alliance.

TECHNICAL SYSTEMS

Microsoft 365 | Client Track | ARCGIS |
OSCARRS | JIRA | Power BI | TED |
GeoNav | eKPI



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Monica Powery, Director of Purchasing

SUBJECT: Award of RFQ No. 24-021 Progressive Design-Build for Emergency Operations Center

BACKGROUND

The City of Greenacres seeks to hire an experienced and qualified contractor to provide Progressive Design-Build Services for the development, design, and construction of a new two-story, Category 5 hurricane-resistant facility. This facility will serve as the City's Emergency Operations Center (EOC) and house full-time operations staff. RFQ No. 24-021 was advertised by the City's Purchasing Department on May 29, 2024.

ANALYSIS

The proposals were opened July 1, 2024, with a total of eight (8) submissions received. The attached tabulation sheet summarizes the responses received.

The Selection Committee was comprised of the following City personnel: City Manager, Director of Public Works, Assistant Fire Chief, Construction Manager, Director of Information Technology, and the Director of Purchasing and the Senior Buyer as the Chairs.

The first committee meeting took place on July 25, 2024, to review evaluations and determine whether further discussion or presentations were necessary. The committee agreed that presentations would be beneficial in making a final selection.

The second committee meeting was held on August 8, 2024. Presentations were provided by KAST Construction Company LLC, Kaufman Lynn Construction, Inc., and Pirtle Construction Company. Following the presentations, the committee convened to discuss and rank the firms. Based on consensus, **Kaufman Lynn Construction, Inc.** was ranked as the highest-qualified proposer. The final ranking is reflected in the attached tabulation sheet.

FINANCIAL INFORMATION

Funds are budgeted in Capital Improvement Program 301-50-55-62-26 (CIP 301-238).

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2025-18 authorizing execution of agreement and award of RFQ No. 24-021 Progressive Design-Build for Emergency Operations Center to Kaufman Lynn Construction, Inc.

RESOLUTION NO. 2025-18

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND KAUFMAN LYNN CONSTRUCTION, INC., FOR THE NEW GROUND UP, CATEGORY 5 HURRICANE RESISTANT FACILITY TO HOUSE THE CITY'S EMERGENCY OPERATIONS CENTER (EOC) AND FULL-TIME OPERATIONS STAFF LOCATED DIRECTLY ADJACENT TO THE EAST SIDE OF THE CURRENT PUBLIC WORKS SITE AT 5750 MELALEUCA LANE, GREENACRES, FLORIDA 33463; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is planning to design and construct a new ground up, Category 5 hurricane resistant facility to house the City's Emergency Operations Center and full-time operations staff; and

WHEREAS, staff has determined that the City would realize significant benefits by utilizing an alternative competitive bidding process in selecting a firm to manage the project and to design and construct the new building; and

WHEREAS, in accordance with the City's Code of Ordinances, the Purchasing Department issued Invitation to RFQ No. 24-021 Progressive Design-Build for Emergency Operations Center (the "RFQ") which was advertised in the legal notices section of the Palm Beach Post on May 29, 2024, and a notice was also sent to two thousand one hundred seventy-one (2,171) prospective bidders via DemandStar; and

WHEREAS, on July 1, 2024 at 3:00 p.m. EST, the RFQ closed and the Purchasing Department (the "Department") received eight (8) responses which were reviewed by the Department to ensure the responses met the RFQ requirements and the bidders were both responsive and responsible; and

WHEREAS, the Selection Committee met on July 25, 2024, to discuss and evaluate the contractors and determined that further discussion, questions, and presentations were necessary; and

Resolution No. 2025-18 | Design and Construction of Emergency Operations Center
Page No. 2

WHEREAS, the Selection Committee met again on August 8, 2024, for presentations, immediately followed by a meeting to discuss and evaluate the contractors to determine which would be the best interest of the City; and

WHEREAS, Committee recommends that the City Council approve award of the RFQ to Kaufman Lynn Construction, Inc. 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 Agreement between the City of Greenacres and Kaufman Lynn Construction, 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 5th day of May 2025

Voted:

Chuck Shaw, Mayor

John Tharp, Council Member, *District I*

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, *Deputy Mayor*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Andrea McCue, City Manager

SUBJECT: Approval of Ordinance No. 2025-02 School Zone Speed Detection System Program – First Reading

BACKGROUND

In 2023, the Florida Legislature authorized municipalities to install speed detection systems to enforce school zone speed limits. Following this legislative change, the City of Greenacres evaluated traffic data indicating significant speeding violations within City school zones. In 2023 alone, 707 speeding citations and 247 written warnings were issued within Greenacres school zones.

To enhance public safety and protect children traveling to and from school, the City Council directed the development of a program utilizing automated speed detection systems to assist in enforcing school zone speed limits.

ANALYSIS

Ordinance No. 2025-02 amends Chapter 9 of the City's Code of Ordinances to establish a School Zone Speed Enforcement Program. Key provisions include:

- Authorizing the placement and installation of speed detection systems in designated school zones that present heightened safety risks.
- Establishing program administration, including the designation of the Special Magistrate as the local hearing officer and City staff as the clerk.
- Outlining enforcement procedures, fines, public awareness requirements, and annual reporting obligations.
- Designating the initial school zones for speed detection system installation (specific schools to be listed by resolution).

The ordinance aligns with Chapter 316, Florida Statutes, and ensures due process rights for violators through a hearing process.

FINANCIAL INFORMATION

Costs associated with the installation, operation, and enforcement of the program will be managed through agreements with qualified vendors. Any revenues generated from fines will be collected and distributed in accordance with applicable Florida law.

LEGAL

The ordinance is consistent with state law, including recent amendments to Chapter 316, Florida Statutes. Legal review confirmed compliance with all due process and enforcement requirements.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2025-02, amending the City Code to create a School Zone Speed Detection System Program to enhance the safety of children and the public in designated school zones.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF GREENACRES, FLORIDA AMENDING CHAPTER 9, ARTICLE I, DIVISION 1, OF THE CODE OF ORDINANCES BY ADDING SECTION 9-12, DECLARING PURPOSE AND INTENT, AUTHORIZING PLACEMENT AND INSTALLATION OF A SCHOOL ZONE SPEED DETECTION SYSTEM, PROVIDING FOR ADMINISTRATION AND IMPLEMENTATION OF SUCH A SYSTEM, DESIGNATING A LOCAL HEARING OFFICER AND CLERK, MAKING FINDINGS REGARDING RELEVANT TRAFFIC DATA AND EVIDENCE WARRANTING ADDITIONAL ENFORCEMENT PROCEDURES, DESIGNATING SCHOOL ZONE SPEED DETECTION SYSTEM LOCATIONS WHICH CONSTITUTE A HEIGHTENED SAFETY RISK, ADOPTING ENFORCEMENT PROCEDURES AND FINES, AND FOR OTHER PURPOSES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres, Florida (the “City”) is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, effective July 1, 2023, the Florida Legislature amended Chapter 316, Florida Statutes, to authorize municipalities to install speed detection systems to assist in the enforcement of speed limits within school zones; and

WHEREAS, in 2023, the Palm Beach County Sheriff’s Office (“PBSO”) issued a countywide total of 1,552 Florida Uniform Traffic Citations for Speeding in a School Zone and a countywide total of 1,068 Written Warnings for Speeding in a School Zone; and

WHEREAS, of the aforementioned 1,552 Florida Uniform Traffic Citations, 707 were issued within the City of Greenacres; and

WHEREAS, of the aforementioned 1,068 Written Warnings, 247 were issued within the City of Greenacres; and

WHEREAS, the City Council finds that the use of a school zone speed detection system is a deterrent to speeding in school zones, and that the use of such a system is an important means of protecting children and promoting safety in school zones within the City; and

Ordinance No. 2025-02 | School Speed Zone Detection System

Page No. 2

WHEREAS, the City Council has considered the relevant traffic data and other evidence supporting the need for installation of school zone speed limit detection systems within the City; and

WHEREAS, the City Council has determined, based upon the evidence considered, the specific school zones in this jurisdiction which constitute a heightened safety risk that warrant additional enforcement procedures; and

WHEREAS, the City Council has determined that it is efficient to utilize the City's existing special magistrate appointed under Section 2-288 of the Code of Ordinances to conduct hearings pursuant to this ordinance and section 316.1896, Florida Statutes, as may be amended; and

WHEREAS, the City Council has reviewed this proposed ordinance and has determined that this Ordinance serves a valid public purpose and is in the best interest of the public health, safety and welfare of the City.

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

SECTION 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct legislative findings of the City Council of the City of Greenacres.

SECTION 2. The City of Greenacres Code of Ordinances, Chapter 9 "Miscellaneous Offenses," Article I "In General," Division 1 "Generally," Section 9-12, is hereby added to read as follows:

Section 9-12 – School Zone Speed Enforcement Program.

- (a) Purpose and intent. The City desires to protect the health, safety, and welfare of individuals traveling to and from school in the City. Accordingly, the City seeks to enforce school zone speed limits by authorizing the placement or installation and use of speed detection systems on roadways that constitute a

Ordinance No. 2025-02 | School Speed Zone Detection System

Page No. 3

heightened safety risk warranting additional enforcement measures pursuant to F.S. § 316.008 and to adopt a system to enforce violations in accordance with all applicable laws.

(b) Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Local Hearing Officer: The Greenacres Special Magistrate or such other qualified person designated by resolution of the Greenacres Council to conduct hearings relating to notice of violations issued pursuant to Sections 316.1896 and 316.0083, Florida Statutes.

Person: A natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of a Violation.

Petitioner: A person who elects to request a hearing before the Local Hearing Officer for the purpose of determining whether a Violation under Section 316.1896, Florida Statutes, has occurred.

School Zone: A roadway located within Greenacres and maintained as a School Zone pursuant to Section 316.1895, Florida Statutes, that constitutes a heightened safety risk that warrants additional enforcement measures, as determined by the City Council after consideration of traffic data and other relevant evidence.

Speed Detection System: A portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR, and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the Violation.

Traffic Infraction Enforcement Officer: The Palm Beach County Sheriff's Office employee or employees designated by Greenacres who meet the qualifications set forth under Section 316.640(5), and/or any other relevant statute, and who are vested with the authority to enforce Violations.

Vendor: The entity or entities selected by the City pursuant to subsection 9-12(f) of this Code.

Violation: Driving a motor vehicle on a roadway designated as a School Zone at a speed as follows:

(A) In excess of 10 miles per hour over the School Zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program in violation of Section 316.1895, Florida Statutes.

(B) In excess of 10 miles per hour over the School Zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled

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school session in violation of Section 316.1895, Florida Statutes.

(C) In excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session in violation of Section 316.183, Florida Statutes.

(D) In excess of 10 miles per hour over the School Zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session in violation of Section 316.1895, Florida Statutes.

(c) *Statutory References.* Any statutory reference made in this section shall include the most recent version of such statute, as amended from time to time.

(d) *Supplemental Authority.* This section provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

(e) *Use of School Zone Speed Limit Detection System Authorized.* In accordance with Chapter 316, Florida Statutes, the City exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the jurisdiction of the City of Greenacres. Use of such systems shall comply with all applicable laws, including but not limited to Chapter 316, Florida Statutes, including but not limited to the requirements and procedures for the collection of evidence, public records and retention, enforcement powers and procedures, review of the photograph or video images from the speed detection system, notice of violation issuance, hearing procedures, appeals, defenses, and penalties.

(f) *Program Administration.*

(1) *Administrator.* The City Manager or designee, in cooperation with the Palm Beach County Sheriff's Office and any necessary City staff, as determined by the City Manager or designee, and any approved vendor and its employees and agents, are empowered to administer and assist with the City's school zone speed enforcement program, consistent with Chapter 316, Florida Statutes, subject to any other applicable statute (including but not limited to Chapter 318), this section, and all corresponding City Council resolutions. The City Manager or designee, in coordination with the City's law

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enforcement agency, is responsible for establishing any other procedures, policies, and forms necessary for implementing this section. The City is authorized to enter into agreements with one or more vendors to place or install speed detection systems and conduct services consistent with the implementation and enforcement of this section.

(2) *Local hearing officer.* The City shall utilize its special magistrate(s) appointed pursuant to Section 2-288 of this Code to serve as the local hearing officer(s) who shall preside over violation hearings in accordance with this section.

(3) *Clerk.* The City Council shall designate by resolution existing City staff to serve as the clerk to the local hearing officer.

(4) *Traffic infraction enforcement officer.* The City Manager or designee, in coordination with the City's law enforcement agency, shall designate traffic infraction enforcement officers to enforce school zone speed limit violations pursuant to this section.

(g) *Program Implementation.*

(1) *Vendor contract.* Pursuant to F.S. § 316.0776, before the City contracts or renews a contract with a vendor to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Council at a regular or special City Council meeting. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.

(2) *Installation and operation of speed detection systems.* Pursuant to F.S. §§ 316.008 and 316.0776, speed detection systems may be installed and operated only in the school zones designated by this section, as amended from time to time.

(3) *Signage requirements.* The installation and operation of speed detection systems, including required signage, shall be in accordance with F.S. §316.0776, any other applicable section(s) of Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the

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Florida Department of Highway Safety and Motor Vehicles

(4) *Public awareness.* Pursuant to F.S. § 316.0776, before notices of violation for school zone speed infractions may be issued, the City or the vendor must make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system program and must notify the public of the specific date on which the program will commence. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

(5) *Annual reporting requirements.* The City, with the assistance of the City's law enforcement agency and/or the vendor, will annually report on the City's school zone speed enforcement program in accordance with F.S. §§ 316.0776(3)(c) and 316.1896. Pursuant to F.S. § 316.0776 (3)(c), the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

(6) *Collected fines and costs.* All fines and costs collected pursuant to this section must be remitted in accordance with F.S. §§ 316.1896 and 318.18, and any other relevant state law.

(h) *Designation of Heightened Safety Risk School Zones which necessitate use of school zone speed limit detection system.* The City Council has considered evidence at a public hearing supporting the installation and operation of speed detection systems on certain roadways maintained as school zones within the jurisdiction of the City. Based on this evidence, the City Council found that the school zones for the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to F.S. § 316.008. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this section in accordance with applicable law.

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- (1) John I Leonard High School, 4701 10th Ave North
- (2) Heritage Elementary, 5100 Melaleuca Lane
- (3) Diamond View Elementary, 5300 Haverhill Road
- (4) Tradewinds Middle School, 5090 Haverhill Road
- (5) Cholee Lake Elementary, 6680 Dillman Road
- (6) Liberty Park Elementary, 6601 Constitution Way
- (7) Okeeheelee Middle School, 2200 Pinehurst Drive
- (8) Greenacres Elementary, 405 Jackson Avenue
- (9) LC Swain Middle School, 5332 Lake Worth Road
- (10) Potentia Academy, 4784 Melaleuca Lane
- (11) Montessori Academy of Early Enrichment, 6300 Lake Worth Road
- (12) Greenacres Christian Academy, 4982 Cambridge Street

(i) *Enforcement procedure.* The City, Palm Beach County Sheriff's Office, and any applicable vendor shall be authorized to enforce violations of school zone speed limits pursuant to this section. Such enforcement shall follow the procedures set forth in F.S. § 316.1896.

(j) *Fines.* Fines for the violation of a school zone speed limit enforced pursuant to this section shall be fixed by F.S. § 318.18(3)(d).

SECTION 3. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Codification. The sections of the Ordinance may be made a part of the City Code of Laws and Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

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SECTION 6. Effective Date. The provisions of this Ordinance shall become effective immediately upon adoption.

[Signatures follow on the next page].

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Passed on the first reading this 5th day of May 2025.

PASSED AND ADOPTED on the second reading this _____ day of _____ 2025.

Voted:

Chuck Shaw, Mayor

Susy Diaz, Deputy Mayor, *District IV*

Attest:

Voted:

Quintella Moorer, City Clerk

John Tharp, Council Member, *District I*

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: May 5, 2025

FROM: Michele Thompson, Director, Community & Recreation Services Department

SUBJECT: Ordinance No. 2025-09 City Park Operating Hours

BACKGROUND

Ordinance No. 2025-09 amends Ordinance No. 2005–21 which was approved by the City Council on June 20, 2005 upon installation of soccer field lighting at Freedom Park. The Public Works Department has completed park improvements at Gladiator Park through an approved FY2025 Capital Improvement project that included lighting enhancements completed on March 15, 2025. This lighting project will extend Gladiator Park operating hours until 10 p.m.

ANALYSIS

The FY2025 Gladiator Park project includes a replacement play structure, conversion of one (1) basketball court to two (2) pickleball courts, and installation of nine (9) new LED solar park lights. The play structure and LED lighting are partially covered through an Energy Efficiency Conservation Block Grant program. Due to the completion of the lighting enhancement project, adding nine (9) new solar LED lights, the park hours will be extended until 10 p.m.

FINANCIAL INFORMATION

The Gladiator Park project totaled \$136,965 and was approved by the City Council in September 2024 for inclusion in the FY2025 budget. CIP-303 Court Resurfacing totaled \$18,100; CIP-190 Lighting Enhancements with nine (9) LED solar lights totaled \$115,945; and permitting fees of \$2,920.

LEGAL

The proposed Ordinance No. 2025-09 has been prepared in accordance with the applicable State Statutes and City Code Requirements. It has been reviewed by the City Attorney and all supporting documents for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2025-09 amending Gladiator Park operating hours from Sunrise to 10 p.m.

ORDINANCE NO. 2025-09

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CODE OF ORDINANCES AT CHAPTER 11, ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”, ARTICLE IV ENTITLED “CITY PARKS”, SECTION 11-73 ENTITLED “OPERATING HOURS; SPECIAL EVENTS PERMIT”, TO ESTABLISH HOURS OF OPERATION FOR GLADIATOR PARK AND FOR OTHER PURPOSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, INCLUSION IN CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres, Florida (the “City”) is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City is responsible for the operation and maintenance of the public parks located within the municipal limits; and

WHEREAS, it is necessary to establish hours of operation for Gladiator Park, a newly improved park located within the City, to be consistent with the operational hours of other improved City parks; and

WHEREAS, the adoption of the hours of operation for Gladiator Park is within the City’s exercise of its valid police power; and,

WHEREAS, the City Council deems approval of this Ordinance to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Greenacres and the public at large and serving a valid public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Ordinance as true and correct findings of the City Council of the City of Greenacres, Florida.

Section 2. Chapter 11 of the Code of Ordinances entitled “Streets, Sidewalks and Other Public Places”, Article IV entitled “City Parks”, Section 11-73 entitled “Operating Hours; Special Events Permit”, is hereby amended as follows (underlined language indicates language being added; ~~stricken~~ language indicates language being deleted):

Article IV. CITY PARKS

Sec. 11-73. - Operating hours; special events permit.

(a) *Park operating hours.* All parks located within the city shall be open to the public every day of the year at sunrise and shall be closed at sunset, except for the following parks which shall operate as provided herein:

- (1) Samuel J. Ferreri Community Park: Open at sunrise; closed at 10:00 p.m.;
- (2) Ira Van Bullock Park: Open at sunrise; closed at 10:00 p.m.;
- (3) Rambo Park: Open at sunrise; closed at 10:00 p.m.;
- (4) Veterans Park: Open at sunrise; closed at 10:00 p.m.;
- (5) Bowman Park: Open at sunrise; closed at 10:00 p.m.;
- (6) Burrowing Owl Park: Open at sunrise; closed at 10:00 p.m.
- (7) Freedom Park: Open at sunrise; closed at 10:00 p.m.
- (8) Gladiator Park: Open at sunrise; closed at 10:00 p.m.

(b) *Special events permit.* Any person, group, firm, organization or corporation seeking to utilize or occupy a city park beyond the permitted hours of operation enumerated above may apply for a "special events permit" with the department of community and recreation services~~engineering, planning and building~~ at least thirty (30) days prior to the intended park use date. Such permit request shall be reviewed by all affected city departments to ensure compliance with all federal, state, county and municipal regulations. Requests for the sale, distribution and consumption of alcoholic beverages in the city's parks shall be incidental to a city special event and follow the process set forth in section 8-26. If

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the application is determined to be in conformance with all applicable regulations, and upon payment of the appropriate permit fee, department of community and recreation services~~engineering, planning and building~~ shall issue a permit for the proposed event.

Section 3. Repeal of Conflicting Ordinances. All ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. Inclusion in Code. It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

Section 6. Effective Date. This Ordinance shall become effective upon adoption.

Passed on the first reading this 5th day of May, 2025.

Voted:

Chuck Shaw, Mayor

John Tharp, Council Member, *District I*

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Susy Diaz, Council Member, *Deputy Mayor*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

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