



## CITY OF GREENACRES, FLORIDA

### **AGENDA** City Council Meeting

Monday, April 17, 2017 – 7:00 p.m.

City Hall Council Chambers  
5800 Melaleuca Lane

#### **Mayor and City Council**

Joel Flores, Mayor

Lisa Rivera, Councilwoman	District I
Peter A. Noble, Councilman	District II
Judith Dugo, Councilwoman	District III
Vacant, Council Member	District IV
Paula Bousquet, Councilwoman	District V

#### **Administration**

Andrea McCue, City Manager  
James Stokes, City Attorney  
Joanna Cunningham, City Clerk

**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 (large print) upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Joanna Cunningham 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.

**Attention All Lobbyists:** Palm Beach County Code of Ordinances, Article VIII, entitled "Lobbyist Registration" requires the registration of all lobbyists prior to engaging in any lobbying activity with the City Council, any City Board or Committee, or any employee as defined in the aforementioned Palm Beach County Ordinance. Copies of the Palm Beach County Ordinance are available upon request in the City Clerk's Office.

*Web Site: <http://www.ci.greenacres.fl.us>*

**Agenda**  
**City Council Meeting**  
**City Hall Council Chambers**  
**5800 Melaleuca Lane**  
**Monday, April 17, 2017 - 7:00 p.m.**

**Notice:** 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 F.S. 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.

1. **Call To Order and Roll Call.**
2. **Pledge of Allegiance to the Flag.**
3. **Comments From the Public for Agenda Items Only.**
4. **Agenda Approval.**
  - A. Additions, deletions, or substitutions to the Agenda.
  - B. Motion to approve and adopt entire agenda as set.
5. **Special Business.**
  - A. **Appointment of District IV Council Member and Oath**– James Stokes, City Attorney.
  - B. **Presentation:** Volunteer Service Awards; pursuant to Staff Memo – Joel Flores, Mayor.
  - C. **Presentation:** Access Point Project – Denise Negron, Development and Outreach Coordinator.
  - D. **Presentation:** Recognition of PBSO Deputy Sheriff Jeremy Campbell – Captain Sean Murray.
  - E. **PBSO Report:** – Captain Sean Murray.
6. **Consent Agenda.**
  - A. Motion to Approve Consent Agenda.
    1. **Official Minutes:** City Council Meeting of April 3, 2017 – Joanna Cunningham, City Clerk.

2. **Proclamation:** ““Afterschool Appreciation Week” Proclamation – Joel Flores, Mayor.
3. **Resolution No. 2017-23:** Satisfying certain liens imposed against resident property, pursuant to Section 15-32; pursuant to Staff Memo – James McInnis, Finance Director.

7. **Regular Agenda.**

- A. **PUBLIC HEARING** **Ordinance No. 2017-07:** First Reading; Amending the City of Greenacres Code of Ordinances, Chapter 7 Health, Sanitation and Nuisances, Article II entitled “Property Maintenance”; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date; pursuant to Staff Memo – Michael Grimm, Building Director.
- B. **PUBLIC HEARING** **Ordinance No. 2017-08:** First Reading; Amending Article II, Sec. 2-26 and Sec. 2-27, of the Greenacres Code of Ordinances, increasing the compensation of the Mayor and members of the City Council; providing for a cost of living; providing for certain benefits; providing for repeal; providing for severability; providing for inclusion in the code; and providing for an effective date.pursuant to Staff Memo. – James Stokes, City Attorney.
- C. **Resolution No. 2017-20:** Authorizing the submittal of a Request for Proposal to the Palm Beach County Youth Services Department for the Leisure Services Youth Programs Division, for funding for Fiscal Year 2018 for the Cool Zone and Hot Spot programs, and authorizing the appropriate city officials to execute and submit the necessary documents; pursuant to Staff Memo – Michele Thompson, Leisure Services Director.
- D. **Resolution No. 2017-22:** Authorizing the renaming of Greenacres Community Park to Samuel J. Ferreri Community Park, in honor of Former Mayor Samuel J. Ferreri’s 35 years of service to the City; and authorizing the appropriate City Officials to approve the renaming of Greenacres Community Park; and providing an effective date; pursuant to Staff Memo. – Andrea McCue, City Manager.

8. **Comments from the Public.**

9. **Discussion Items:**

- A. None.

10. **Staff Comments.**

- A. **City Manager’s Report.**
  1. Building Department Report
  2. Finance Department Report

- 3. Leisure Services Department Report
- 4. Planning & Engineering Department Report
- 5. Public Safety Department Report
- 6. Public Works Department Report

**B. City Attorney’s Report.**

**11. Mayor and City Council Reports.**

**12. Adjournment.**

**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 on the second and fourth Mondays of the month, or whenever necessary. Council Agendas are posted on the City’s website on the Friday prior to each Council meeting. A public copy of the complete agenda is also available for review in the City Clerk’s Office at City Hall. Questions regarding the agenda should be directed to the City Clerk at 642-2006.

**April 2017 - Calendar of Meetings and Events**

04-19-17	Planning Commission Meeting	7:00 p.m.
04-20-17	Charter Review Committee	10:30 a.m.
04-25-17	Zoning Board of Adjustments & Appeals Meeting	<b>CANCELLED</b>
04-26-17	“Food Truck Invasion” Community Park	5:00 p.m.

**May 2017 - Calendar of Meetings and Events**

05-01-17	City Council Meeting	7:00 p.m.
05-04-17	Charter Review Committee	10:30 a.m.
05-10-17	Code Board Meeting	2:00 p.m.
05-15-17	City Council Meeting	7:00 p.m.
05-25-17	Zoning Board of Adjustments & Appeals Meeting	<b>Tentative</b>
05-29-17	<b>Memorial Day Holiday</b>	<b>Offices Closed</b>
05-31-17	“Food Truck Invasion” Community Park	5:00 p.m.





CITY OF GREENACRES
APPLICATION FOR CITY COUNCIL APPOINTMENT

Red J. Lopez
APR 3 PM 4:44

INSTRUCTIONS: Please type or print the application in blue ink, and ANSWER ALL QUESTIONS. If a question does not apply, write "N/A." You may include a resume or other documentation as a supplement to this application; however, it may not be used as a substitute for any information requested on this application.

Applicant's Full Name: ANDERSON THELUSME
Home Address: 714 SUNNY PINE WAY GREENACRES, FL 33415
Home Phone: 908-265-3778
Other Phone:

How many years have you been a resident? 7 Are you a registered voter in PBC? Yes [checked] No [ ]

\*\*\*\*\*

EDUCATION: Did You Graduate?
High School: UNION HIGH SCHOOL Yes [checked] No [ ]
Location: UNION, NEW JERSEY
College/University: PALM BEACH STATE COLLEGE Yes [ ] No [checked]
Location: LAKE WORTH, FLORIDA
Other Training/Education: ATHELUSME@YAHOO.COM Yes [ ] No [ ]

\*\*\*\*\*

WORK HISTORY: Beginning with the most recent employer, please provide your work experience for the last 10 years, if applicable. You may use additional sheets if necessary.

Employer Name: NATIONAL LIFE GROUP Phone: 802-229-3333
Address: 1 NATIONAL LIFE DR MONTPELIER, VT 05604 Supervisor: N/A
From 2015 To PRESENT
Position Title & Duties: INSURANCE AGENT

Employer Name: CHASE BANK Phone: 561-439-1301
Address: 6492 LAKEWORTH ROAD LAKEWORTH FL 33463 Supervisor: SUE KRISTIAN
From 2007 To 2015
Position Title & Duties: RELATIONSHIP BANKER

\*\*\*\*\*

DRIVER'S LICENSE:
State of Issuance: FL License Number: T425 000854630 Expiration Date: 12-23-2019

\*\*\*\*\*

**CITY VOLUNTEER BOARD EXPERIENCE:** Have you ever served on any of the following City Boards?

- |                                     |   |                          |                                       |
|-------------------------------------|---|--------------------------|---------------------------------------|
| <input type="checkbox"/>            | Building Board of Adjustments & Appeals | <input type="checkbox"/> | Civil Service Board                   |
| <input type="checkbox"/>            | Code Enforcement Board                  | <input type="checkbox"/> | Planning Commission                   |
| <input checked="" type="checkbox"/> | PSO/FF Board of Trustees                | <input type="checkbox"/> | Zoning Board of Adjustments & Appeals |

\*\*\*\*\*  
**CIVIC/COMMUNITY SERVICE:**

Do you belong to any civic organizations? Yes  No  If yes, please provide the name(s) of the organization(s):

\*\*\*\*\*  
**BACKGROUND INFORMATION:**

Have you ever been convicted of a felony or first-degree misdemeanor, pled "Nolo Contendere," or, pled guilty to a crime, which was a felony or first-degree misdemeanor, or, have you ever had the adjudication of guilt withheld to a crime, which was a felony or first-degree misdemeanor? Yes  No

If yes, please give dates, city and state, charges, and disposition of the case: \_\_\_\_\_

\*\*\*\*\*  
**MILITARY/VETERAN INFORMATION:**

Are you now or have you ever been a member of any branch of the military service, Reserves or National Guard? Yes  No  If yes, please provide: Military Branch: \_\_\_\_\_

Service Dates: \_\_\_\_\_ To: \_\_\_\_\_ Type of Discharge: \_\_\_\_\_

\*\*\*\*\*  
**APPLICANT STATEMENT:** Describe your attributes & experiences that support your application for City Council.

First of All, I HAVE BEEN CALLING GREENACRES MY HOME FOR THE PAST 8 YEARS. OVER THE PAST 5 YEARS, I HAVE BEEN INVOLVED WITH THE SCHOLARSHIP COMMITTEE AND THE PSO/FF BOARD OF TRUSTEES. I HAVE PREVIOUSLY RUN AS A CANDIDATE FOR THIS SEAT BACK IN 2016. I THINK I AM WELL SUITED TO BECOME THE COUNCIL MEMBER FOR DISTRICT IV BECAUSE OF MY LONG HISTORY AS A GREENACRES RESIDENT AND MY PREVIOUS INVOLVEMENT AS A VOLUNTEER IN THIS BEAUTIFUL CITY FOR THE PAST 8 YEARS.

(If additional space is needed, you may attach additional sheets, please be sure to include your name on each additional sheet)

\*\*\*\*\*  
**APPLICANT'S ACKNOWLEDGEMENT:**

I hereby certify that the information provided by me on this Application for Appointment is true to the best of my knowledge.

Signature: 

Date: 3-30-2017



CITY OF GREENACRES  
5800 Melaleuca Lane  
Greenacres, FL 33463-3515

Authorization for Release of Information

*Red J. G. J.*  
17 APR 3 PM 4:47

To: Authorized Representative of any Organization, Institution, or Repository of Records

APPLICANT'S FULL NAME: ANDERSON THELUSME

I respectfully request and authorize you to furnish any and all information and records that you may have to the CITY OF GREENACRES. This information will be used to assist the CITY OF GREENACRES in conducting a background investigation to determine my qualifications for the position for which I have applied.

I hereby release you, your organization, the City of Greenacres or others from any liability or damage, which may result from furnishing the information requested above.

Applicant's Signature: *[Signature]* Date: 4-3-2017

714 SUNNY PINE WAY APT 27 GREENACRES FL 33415  
Address City State Zip

AFFIDAVIT

STATE OF Florida

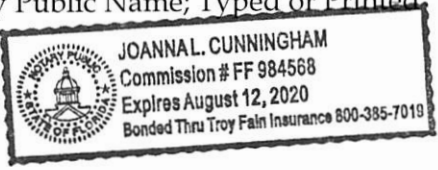
COUNTY OF Palm Beach

Before me personally appeared Anderson Thelusme, who said that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Signed before me this 3<sup>RD</sup> day of April, 2017. He/she is personally known to me or has produced FL DL T425000854630 as identification.

*[Signature]*  
Notary Public Signature

JOANNA CUNNINGHAM  
Notary Public Name; Typed or Printed



# CITY OF GREENACRES

## Council Agenda Memo

**TO:** Mayor and City Council

**FROM:** James Stokes, City Attorney

**SUBJECT:** Selection of Council Member for District IV.

**COPIES:** Andrea McCue, City Manager  
Joanna Cunningham, City Clerk

**DATE:** April 17, 2017

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### **BACKGROUND:**

The Charter of the City of Greenacres provides, in pertinent part, for a vacant seat to be filled by the remaining members of the City Council as follows:

... Whenever the office of any City Councilman becomes vacant, more than one hundred twenty (120) days prior to the next annual election for that council seat, the remaining members of the City Council shall elect his successor for the unexpired term, within thirty (30) days from the occurrence of such vacancy. These provisions are intended only to avoid special elections to fill vacancies in the elective office and are not to be construed as being a substitute for the regular annual election.

Charter, Art. 3, Sec. 3.

Additionally, the Charter provides that in any situation where the vote of the Council results in a tie (which is more likely with a vacant seat) that the Mayor shall have the power to break that tie.

A vote in the event of a tie vote of any action of the Council; when the Mayor votes to break a tie, his vote shall be considered to have the same effect as the vote of a member of the City Council, for purposes of required votes;

Charter, Art. 2, Sec. 1(b).

On or about November 22, 2015, Mr. Jonathan Pearce submitted an irrevocable letter of resignation for the purpose of running for the Office of Mayor, as required by Section 99.012, Florida Statutes (Resign-to-Run Statute). The effective date of Mr. Pearce's resignation was March 20, 2017.

**ANALYSIS:**

The Charter requires that, should the City Council desire to fill the vacant seat without resorting to a Special Election, it must do so within thirty (30) days of the vacancy. Based upon a March 20, 2017 resignation, the thirty days ends on April 19, 2017.

Pursuant to information received from the Office of the City Clerk, **Mr. Anderson Thelusme** is the only qualified individual who applied for the vacant District IV seat by the deadline established by the City Council at its March 20, 2017 meeting.

**FINANCIAL:**

There is no financial impact to this decision

**RECOMMENDATION:**

None. This determination falls within the sound discretion of the City Council.



**CITY OF GREENACRES**  
 Council Agenda Memorandum  
 2017.04LR1.001

**TO:** Mayor and City Council  
**THRU:** Andrea McCue, City Manager  
**FROM:** Suzanne Skidmore, Director of Human Resources  
**SUBJECT:** President's Volunteer Service Award Program  
**DATE:** April 05, 2017

**Background:**

The President's Volunteer Service Award Program was approved by the President of the United States to recognize Americans of all ages who have made a significant commitment to volunteer service. In 2005, the City of Greenacres was approved as an "Official Certifying Organization" for the President's Volunteer Service Awards. Volunteers who demonstrate outstanding volunteer service and/or civic participation can attain a Volunteer Service Award. The table below provides program requirements.

<b>Volunteer Age Group</b>	<b>Award Level</b>	<b>Hours Served</b>
Adults (26 and older)	Bronze	100 – 249
	Silver	250 – 499
	Gold	500 +
	Presidents Call to Service Award	4,000 + Lifetime
Young Adults (Ages 16 - 25)	Bronze	100 – 174
	Silver	175 – 249
	Gold	250 +
	Presidents Call to Service Award	4,000 + Lifetime
Teens (Ages 11 - 15)	Bronze	50 – 74
	Silver	75 – 99
	Gold	100 +
	Presidents Call to Service Award	4,000 + Lifetime

Each level of service receives the Official President's Volunteer Service Award Pin, a personalized Certificate of Achievement and a congratulatory letter from the President of the United States.

**Analysis:**

In calendar year 2016, volunteers donated time to mentor and counsel children, to help children with homework, assist with youth program events, and work on community service projects. As

detailed in the following table, twenty-two (22) volunteers served a total of 6,153.00 hours within various categories committing time, energy, and care to our community.

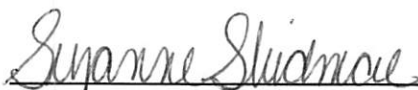
President's Volunteer Service Award Program City of Greenacres Volunteers 2016			
Name	Age Group	Hours Served	Award Category
Anthony	Adams	Young Adults	375.00
Danielle	Boswell	Young Adults	587.00
Juan	Cardoza-Paz	Young Adults	182.00
Gerardo	Castro-Cano	Young Adults	387.00
Cristian	Ciprian	Young Adults	148.00
Dagoberto	Figueroa	Young Adults	215.00
Kamron	Flar	Young Adults	545.00
Javier	Gallego	Young Adults	573.00
Sherley	Larose	Young Adults	565.00
Cristian	Lopez	Young Adults	450.00
Joselina	Martinez	Young Adults	316.00
Francisco	Navarro	Young Adults	431.00
Rickie	Simmons	Young Adults	120.00
Juan	Cardona	Teens	171.00
Matthew	DeBoer	Teens	148.00
Jesus	Garcia	Teens	98.00
Evel	Jean-Baptiste	Teens	153.00
Juan	Matute	Teens	153.00
Brian	Mayen	Teens	112.00
Giovanna	McClellan	Teens	102.00
Brianny	Tapia	Teens	112.00
JoAnn	Albano	Adults	210.00
Total Volunteer Hours			6,153.00

**Financial:**

The cost of \$158.13 for the purchase of the President's Volunteer Service Award packets is included in the FY 2017 Budget.

**Staff Recommendation:**

Recognition of twenty-two (22) volunteers totaling 6,153.00 hours of contribution and dedication to the City of Greenacres.



Suzanne Skidmore  
Director of Human Resources

# CITY OF GREENACRES

## Certificate of Appreciation

Presented to

***Deputy Sheriff Jeremy Campbell***

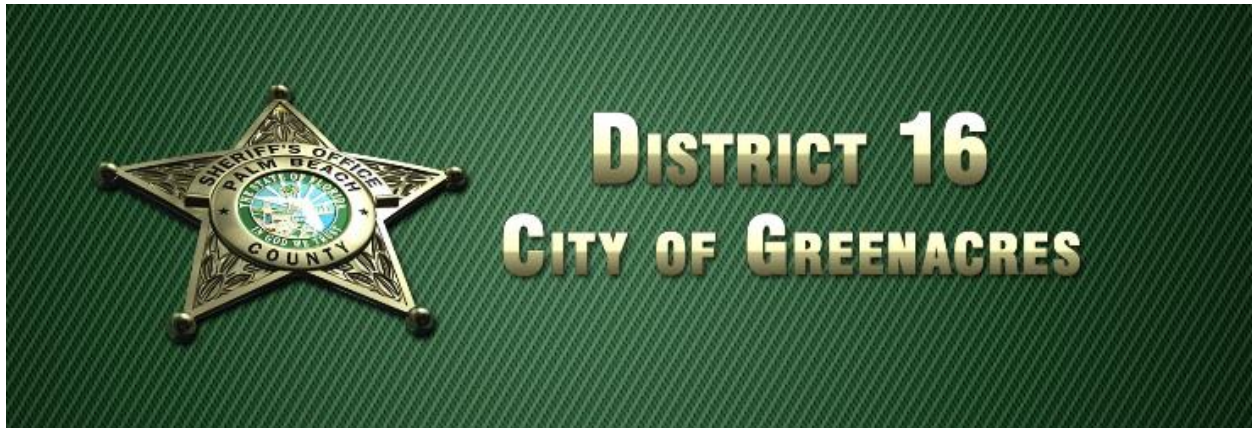
*In recognition of your effort to secure a Community Outreach Grant in the amount of \$1,700.00 from Walmart for the purchase of 50 car seats for Greenacres families in need.*

---

Joel Flores, Mayor  
City of Greenacres







## February 2017 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	3059
Traffic Stops (Self-Initiated)	793
Calls for Service (Excluding 1050's & 1061's)	2068
<b>All CAD Calls - Total</b>	<b>5920</b>

Data Source: Crimeview Dashboard

**Summary:** During the month, there were 5920 generated calls within the district. 65% of these calls were self-initiated.

### Data below represents Traffic Activity conducted by D16 Personnel

Data Source: D16 Office Staff

Total Citations	Total Warnings	Parking Citations
<b>784</b>	<b>253</b>	<b>1</b>

### Data below represents Traffic Activity conducted by the Motors Unit

Data Source: D16 Office Staff

Total Citations	Total Warnings
<b>114</b>	<b>110</b>

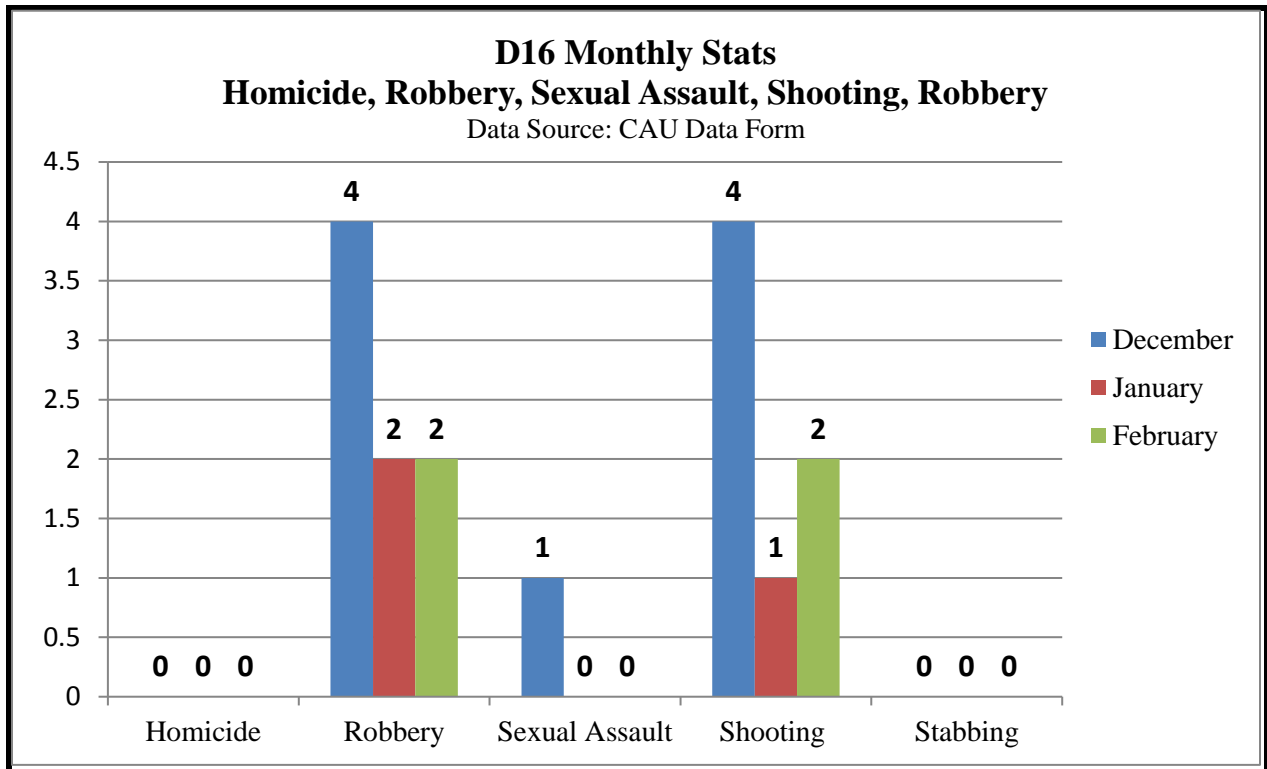
## Arrest and NTA Statistics

**Arrest Data**  
**Arrests & Notice to Appear (NTA) within District 16**  
**Total Count - 81**

Data Source: Crimeview Dashboard

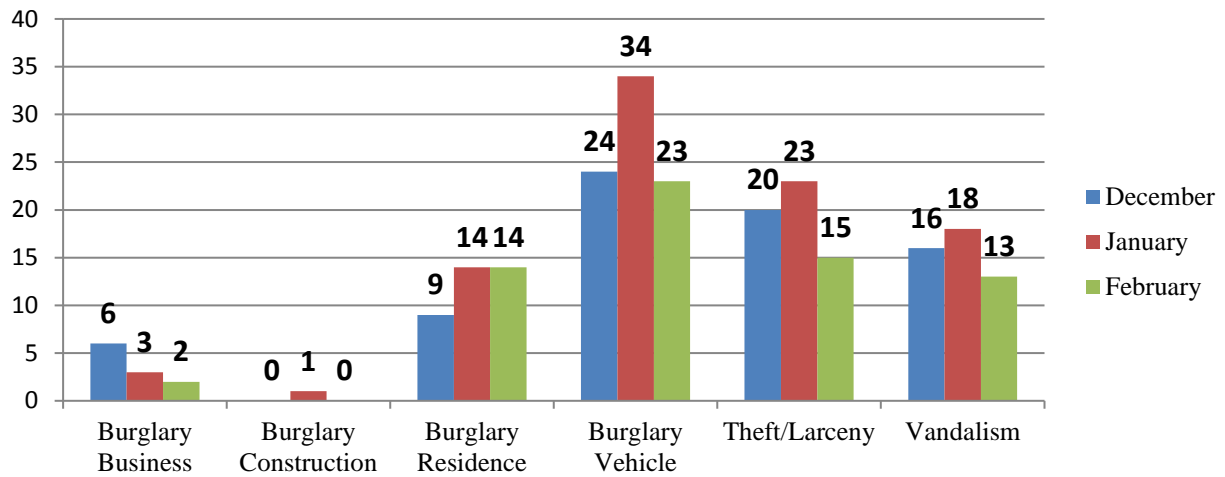
### DATA ANALYSIS

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



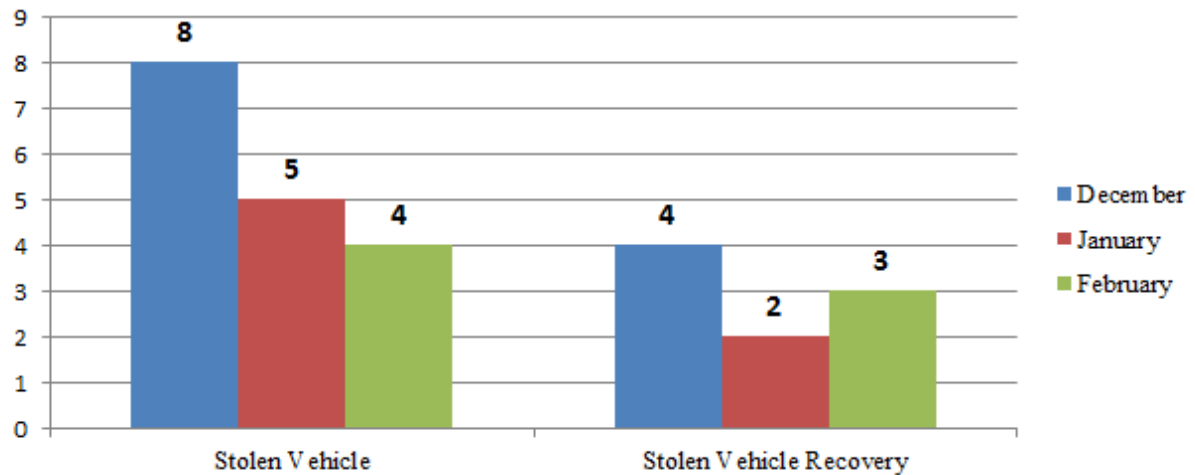
### D16 Monthly Stats Burglaries, Theft & Vandalism

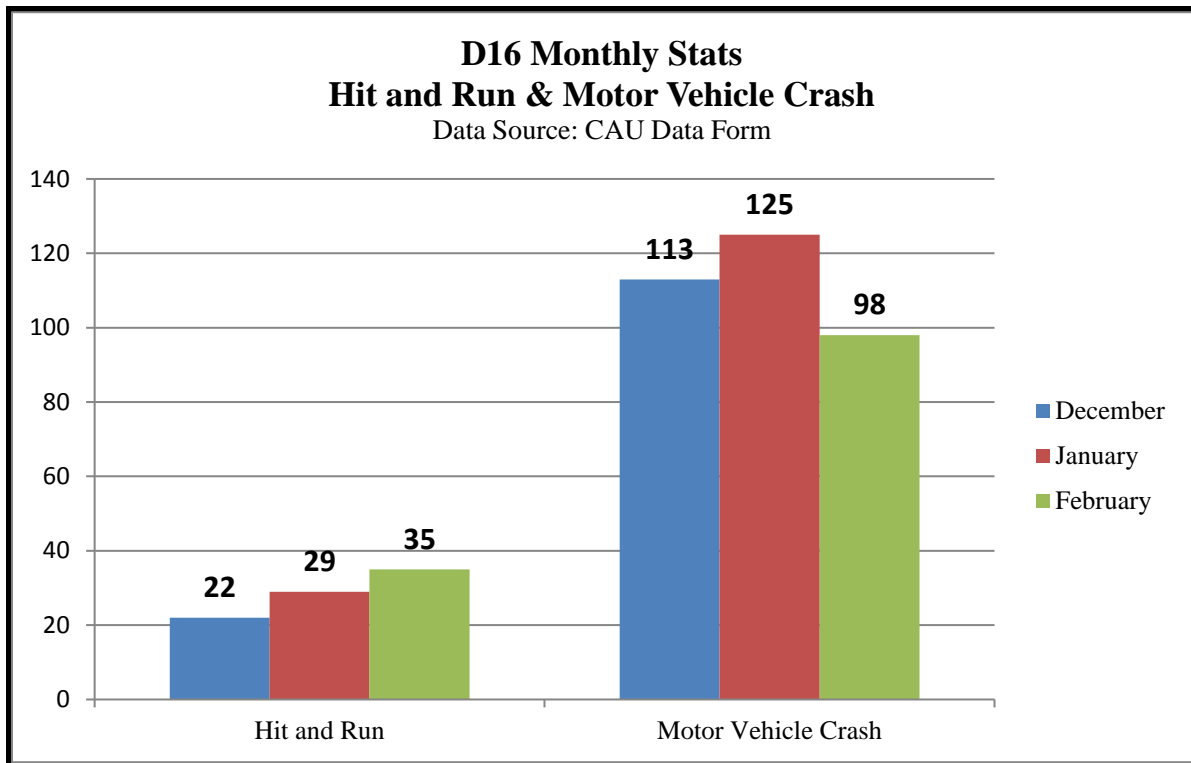
Data Source: CAU Data Form



### D16 Monthly Stats Stolen Vehicles & Stolen Vehicle Recoveries

Data Source: Crimeview Dashboard





## MONTHLY CASE HIGHLIGHTS

### Burglary

#### **Business**

- The Diamond and Jewelry Exchange – Three males pulled to rear of business and used a sledgehammer to try and break down door. Extensive damage to the door however no entry was made.
- Jumbo Supermarket – Subject/s rammed their vehicle into the front glass. Subjects took the ATM machine which contained \$1,700 in cash. Video surveillance was recovered.

#### Detective S21B Updates

- Detectives are investigating an attempted burglary to the Diamond Jewelry Exchange. Suspects attempted to break the business’s thousand dollar rear entry door using a sledge hammer in attempts to enter the establishment. The suspects were unaware that the business owners had upgraded the door with an internal cross beams system. The last time this location was burglarized, it resulted in a loss of over one million dollars causing some of the business partners to be forced out of business. Over four (4) hours of surveillance were completed on this case and several videos were collected which have been requested. Review of the additional footage acquired is pending. The suspect vehicle (a silver Toyota Corolla) was observed in several of the plaza videos.

#### **Residential**

- Most active location
  - Incidents on Walker Avenue –occurred between 2/8/17 – 2/11/17.
    - Items taken: iPad, Xbox, gold jewelry, misc. cash/coins
- Other significant trends/items taken include:
  - **SKS Rifle –Case Pending further investigation**

- **16 Gauge Shotgun- Case pending further investigation**
- Prescription Drugs
- (5) Incidents entry was gained through a rear sliding door by prying it open with some sort of tool.
- (3) Burglaries had Laptops, TV's and high-end sneakers stolen. All three cases were on same night (2/7/17), but not in the same area.
- 17-040169 & 17-037377: Subject was found to have pawned the stolen items from both burglaries. The property recovered was an XBOX and Galaxy Tablet. **Case cleared by arrest.**
- 17-034099: Subject was found in possession of stolen prescription drugs. Property recovered. **Case cleared by arrest.**
- 17-035130: Subject is known to victim as her ex-husband. Subject forced his way into the victim's residence and proceeded to break items that did not belong to him. **Case cleared by arrest.**

#### Detective S21R Updates

- Detectives are investigating a residential burglary where an old SKS rifle was stolen from the victim's closet. In addition to the latent prints collected from inside the residence, several neighbors obtained surveillance video of the suspect walking down the street. Copies were obtained and a BOLO was forwarded to the Fusion Center to be distributed to neighboring districts and agencies. Contact has also been made with the security company and the property management company who are also now on the lookout. Case is pending further investigation.
- 17-040169 Sig 21R: **Cleared by Arrest**  
 Detectives investigated a residential burglary at 112 Walker Avenue reference PBSO Case Number 17-037377 where suspect Aron Domico was arrested. During the investigation of that case it was learned that he was also the suspect of a second burglary to the same residence which took place a day prior to the original case. Based on this information a second case was generated. The suspect (Aron Domico) was later arrested and confessed to pawning the stolen property for a friend.

#### Vehicle

- Most Active Communities
  - Pine Grove Townhomes (3) Incidents
    - Crime spree (3) within the community occurred between 2/7/17 at 18:00 to 2/8/17 at 07:00. Windows were smashed in. Cash, Apple iPhone, Apple iPad & misc. change were taken.
  - Charter Club (3) Incidents
    - (2) Incidents on 2/22/2017 & (1) incident on 2/27/2017.
      - Items taken: a **Sig-Saucer Handgun**, misc. change, Ray ban Sunglasses- **DNA taken**
- Park Activity
  - 17-040052 & 17-040695: Occurred at **Freedom Park** on 2/15/17. Subject(s) entered vehicle via smashing the window. In both incidents a purse was taken.
- Other Significant Incidents
  - 17-045195: Subject smashed out window and stole a **Springfed XD .45 cal handgun.**
  - 17-043295: Subject entered the unlocked vehicle and stole a **Taurus handgun and (2) loaded magazines** from the center console.
  - 17-036402: Subject accessed the rear case of the motorcycle and took a **Kel-Tech pellet gun.**

- Most Common Method of Entry
  - Unlocked (12) incidents
  - Window smashed (6) incidents
  - Cut Lock (5) incidents

#### Detective 21V Updates

- Detectives investigated a series of vehicle burglaries that occurred in the Development of the Pine Ridge North Developments. A latent print collected by Road Patrol successfully resulted in identifying a suspect and establishing PC from one of the burglaries. The District 16 Street Team located and apprehended the male. During a recorded interview, the suspect stated “you got what you got...I will not say anything that will incriminate myself”. The suspect was transported to the Juvenile Assessment
- Detectives investigated case 16-139834 Sig 21V, a residential burglary at 345 Martin Avenue (Greenacres) in which several tools were stolen from a trailer. During the investigation it was discovered that W/F Lynsey I Metz (10/27/93) pawned the stolen tools. A copy of the pawn slips were obtained with original fingerprints. These pawn slips were later sent to the lab to verify who the prints belonged to. It was later confirmed that the prints belonged to Metz. Based on this an arrest warrant was requested for Metz. Detectives were advised on 02/21/17 that Metz turned herself in at the Palm Beach County Jail for her warrant. **This case is closed by arrest.**

#### Robbery

- Victim was approached by a B/M that appeared to be waiting in the bushes of her residence. Victim had just returned from a jewelry show in Miami and had \$500,000 in jewelry on her person. After a brief struggle, suspect gained access to the bag containing jewelry and fled to an awaiting white minivan. **Case currently open.**
- Victim was inside the Primary Urgent Care Clinic located at 6447 Lake Worth Rd. When she returned to her vehicle the suspect/arrestee Tudor Tacorian entered her vehicle and demanded that she exit. Victim then exited vehicle and suspect drove off. The vehicle and suspect were later located at a CVS on Ohio Street. Suspect was detained and positively identified. **Case cleared by arrest.**

#### Shootings

- Several bullet holes were located at 520 Walker. The projectiles went through a front window and lodged in a hallway between two bedrooms. Several casings were found at the front of the residence and placed into evidence.
- A large bullet hole was discovered in the kitchen window at 261 Fleming Avenue. The bullet projectile was located on the bathroom floor of the residence and placed into evidence.
  - There **does not** appear to be a relation to the (2) incidents.

#### Stolen Vehicle

- (4) Vehicles reported stolen:
  - 2000 Club Car Stolen from maintenance area of Nautica Isles
    - Incident Location: 5005 Nautica Isles Blvd
  - 2008 Dodge Charger- Friend stole complainant’s vehicle- recovered on a traffic stop- **Complainant refused to prosecute.**
    - Incident Location: Pickwick Park Dr/Dorchester Dr N
  - 2011 VW- Left unlocked. No witnesses.
    - Incident Location: 169 Caribe CT

- 2017 Honda Civic- Male suspect dressed in a Braman Honda Tech uniform with black latex gloves entered the vehicle by using a Super OBD device to bypass the key fob for entry. When suspect was approached by employees during the act; he fled the scene. **Case remains open.**
  - Incident Location: Braman Honda 5200 Lake Worth Rd.

### **Stolen Vehicle Recoveries**

- Total of (3) vehicles recovered.
  - Chevy Tahoe reported stolen from Rental Company was recovered at suspects address (313 Knotty Pine Cir). Vehicle was returned to rental facility without incident.
  - Toyota Corolla was recovered at Lake Worth Rd & Military Trail as a suspicious vehicle with the windows down and unoccupied. Owner was contacted and vehicle was towed.
  - Acura TSX was recovered at Publix at 4849 S Military Trail. Vehicle was towed and owner was contacted.

### **Larceny/Theft**

- An employee from McDonalds located at 6581 Forest Hill Blvd. had their wallet taken from inside the break room. One subject was questioned, but denied involvement. **Case is Inactive.**
- Subject positively identified and arrested for stealing a parked bicycle from McDonalds located at 6581 Forest Hill Blvd. **Case cleared by arrest.**
- Victim reported leaving her prescription medication on the pharmacy counter with a tech so she could retrieve an item from the store. Suspect is seen on CCTV redirecting the tech to the photo kiosk and then takes the medication. Suspect was also seen using the ATM machine inside the store prior to leaving. A message was left with the ATM company for video and information on identity.
- Exterior A/C Unit was taken from 4624 Lake Worth Rd, Aloha Plaza. There are no cameras and no witnesses to the incident.

### **Vandalism**

- Damage caused to playground at Rambo Park. CCTV was not working at time of the incident. **Case is pending.**
- Suspect began to bang on residence windows, causing \$1000 in damage. **Complainant does not want to prosecute.**
- Naurica Isles HOA reported an unknown person drove through the flower patch at the front of complex and also ran into the guard gate. **Case is pending.**
- (4) Incidents reported were for damage of vehicles. There **does not** appear to be a relation to the incidents.

### **District Activity/Incidents/Initiatives**

#### **Street Team**

- The District 16 Street Team conducted a Semi-Annual SPOT Sweep on sexual offenders located within the City of Greenacres.
- The District 16 Street Team located and apprehended an armed carjacker. Apprehended the individual as well as recovering the vehicle without incident.
- The District 16 Street Team conducted a traffic stop and probable cause was established to search the vehicle. The driver (sole occupant) of the vehicle was arrested and charged with Possession of Marijuana <20 grams, Driving while license suspended with knowledge, and Possession of Heroin with the Intent to Sell (2.5g).

- The District 16 Street Team conducted a traffic stop and probable cause was established to search the vehicle. The driver (sole occupant) of the vehicle was arrested and charged with Trafficking in Cocaine, Possession of Marijuana with Intent, and Possession of Schedule 2.

### **Detectives**

- District 16 Detectives continue to assist Road Patrol in an area where multiple auto burglaries were reported and approximately ten (10) Field Interview Reports (FIR's) were completed.
- District 16 Detectives investigated a residential burglary and in the process learned that the suspect was also a suspect of a second burglary to the same residence which took place a day prior to the original case. The suspect was arrested.
- District 16 Detectives investigated a residential burglary where several tools were stolen from a trailer. During the investigations it was the suspect pawned the stolen tools. Suspect turned herself in and this case is closed by arrest.

### **Other**

- Traffic initiative operations were held on 02/07/17, 02/17/17, and 02/23/17.

**Field Interview Reports:** 174 conducted per the FIR Track system.

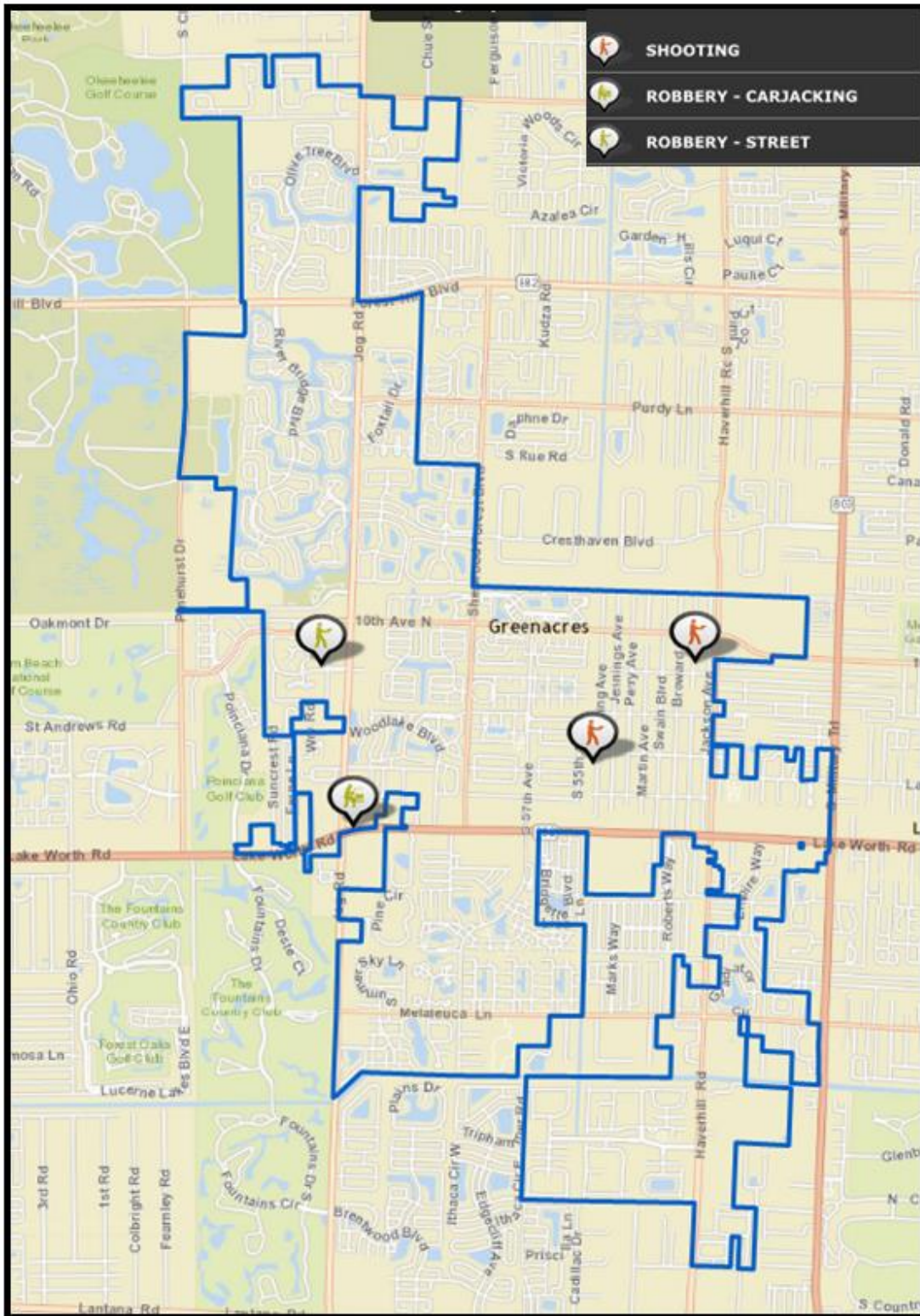
**District 16 Truants:** 37 per the monthly stat spreadsheet.



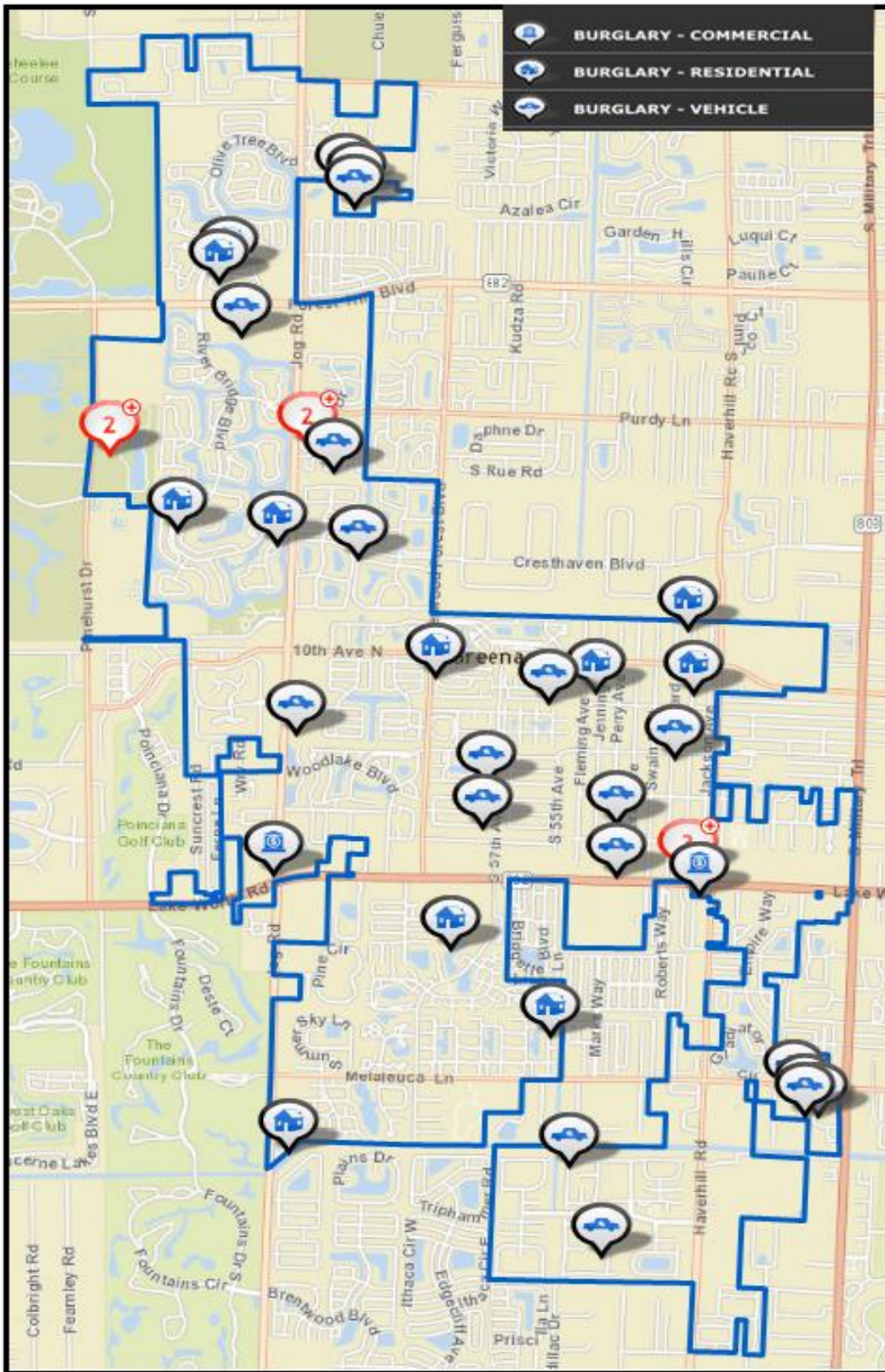
# District 16 Map of Activity

Data: Source: Crimeview Dashboard

## Person Crimes

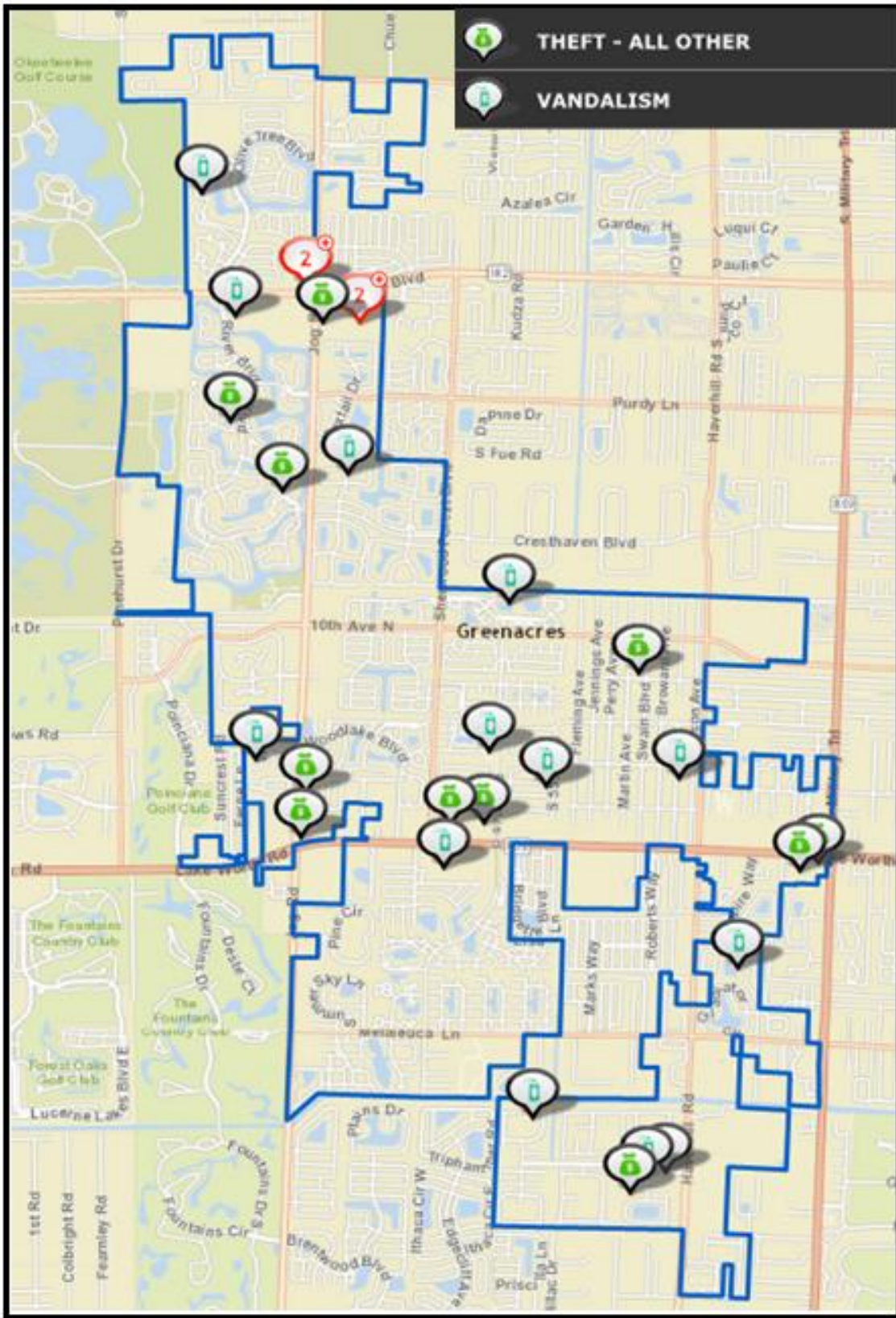


# Burglaries

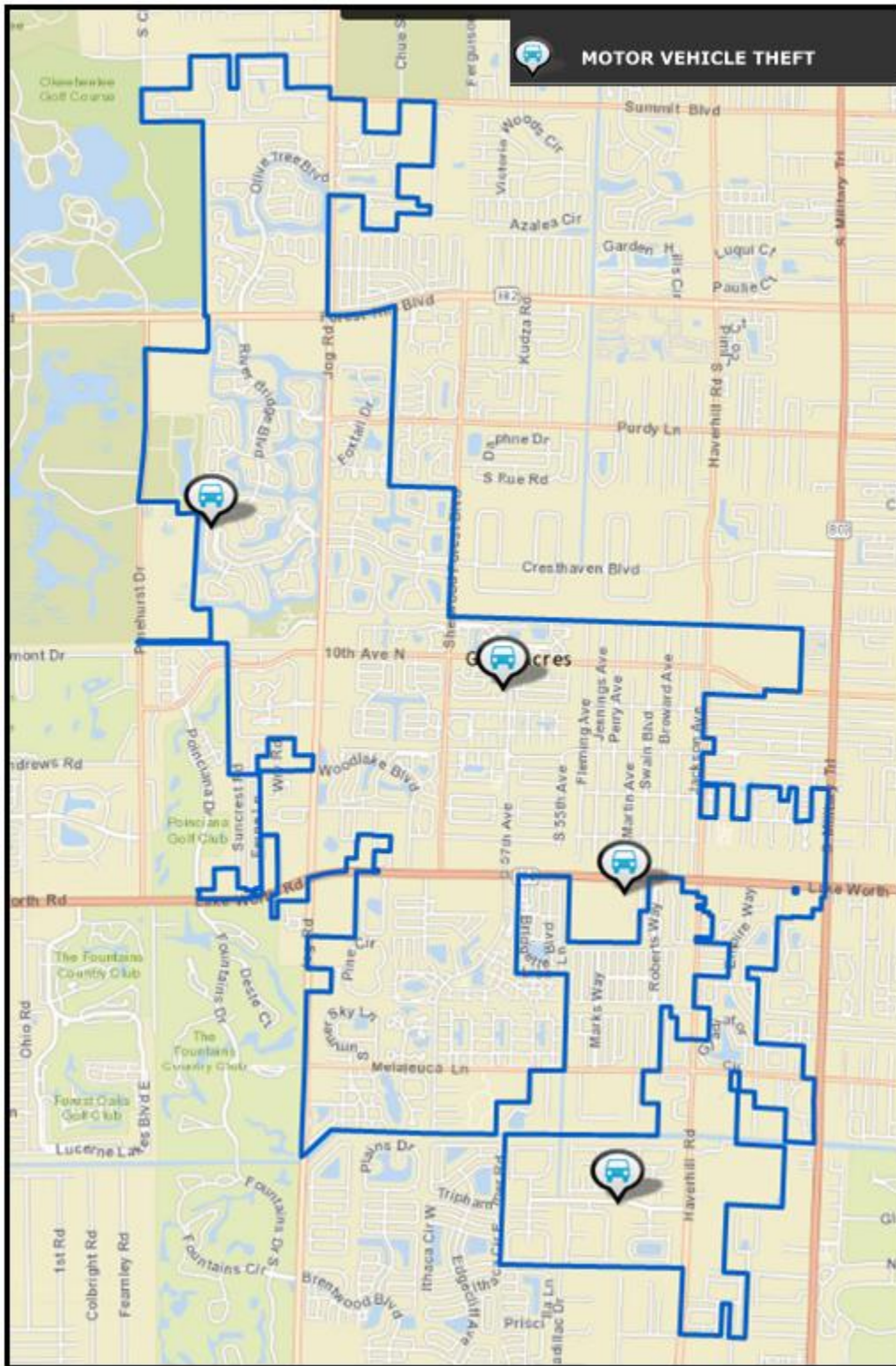




# Theft & Vandalism

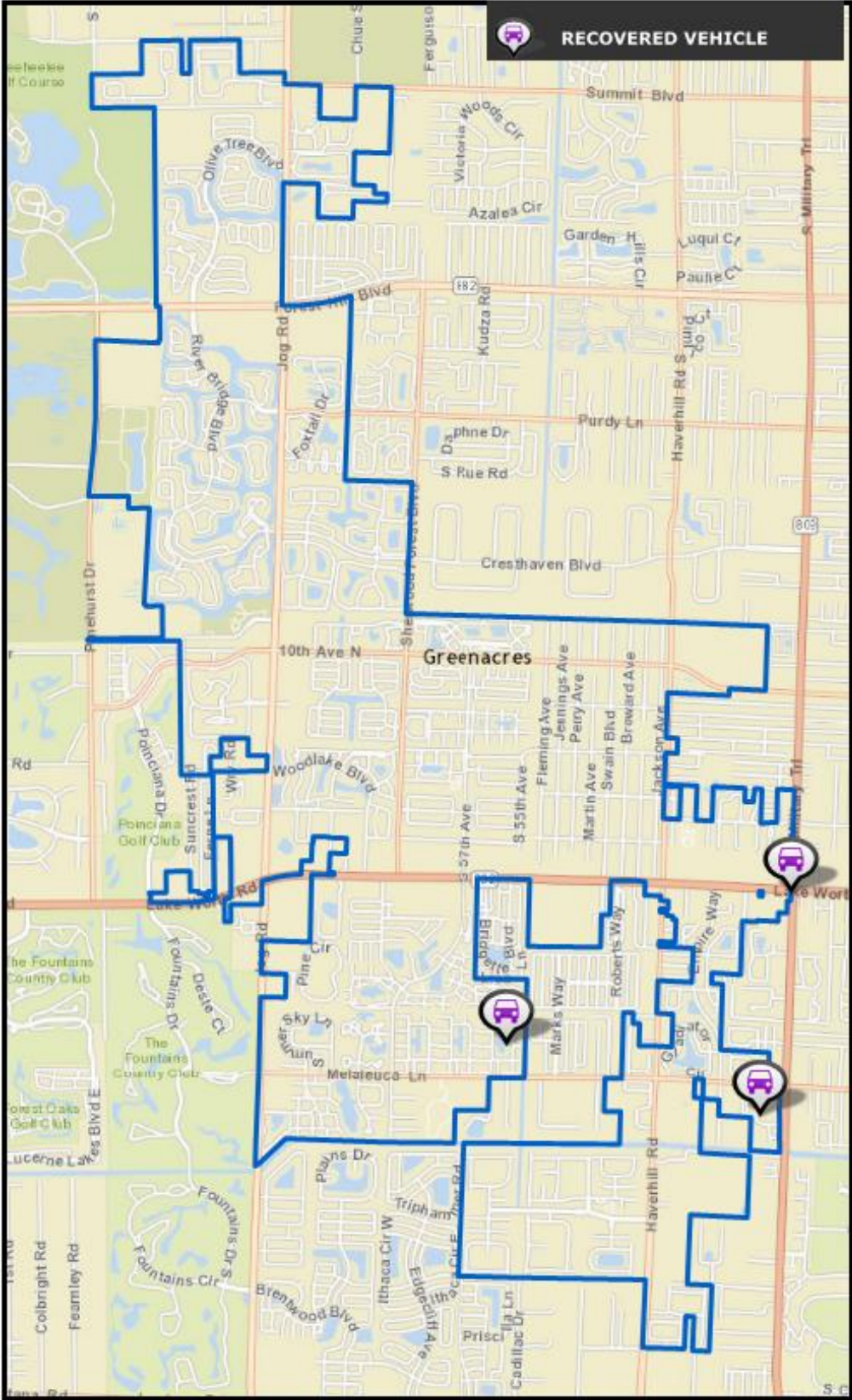


# Stolen Vehicles





Recovered Vehicles









## OFFICIAL MINUTES

**CITY OF GREENACRES  
5800 Melaleuca Lane  
Greenacres, FL 33463**

**CITY COUNCIL MEETING  
Monday, APRIL 3, 2017 - 7:00 P.M.**

### 1. **Call To Order and Roll Call.**

Mayor Flores called the City Council Meeting of Monday, April 3, 2017 to order at 7:00 p.m. City Clerk Joanna Cunningham called the roll.

#### **ROLL CALL:**

##### **Council Present:**

Joel Flores, Mayor  
Lisa Rivera, Councilwoman  
Peter A. Noble, Councilman  
Judith Dugo, Councilwoman  
Paula Bousquet, Councilwoman

Attendees from Public: 14

Press: 1

##### **Staff Present:**

Andrea McCue, City Manager  
James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk  
Michael Grimm, Director/Building  
Jim McInnis, Director/Finance  
Michele Thompson, Director/Leisure Services  
Kara Ferris, Acting Director/Planning & Engineering  
Mark Pure, Fire Chief/Fire Rescue Department  
Suzanne Skidmore, Director/Human Resources  
Carlos Cedeño, Director/Public Works  
Melody Larson, Assistant to the City Clerk

### 2. **Pledge of Allegiance to the Flag.**

Mayor Joel Flores led the Pledge of Allegiance.

### 3. **Comments From the Public for Agenda Items Only.**

Mayor Flores asked if there were comments from the public; hearing none, he continued with the Agenda.

### 4. **Agenda Approval.**

- A.** Additions, deletions, or substitutions to the Agenda.
- B.** Motion to approve and adopt entire agenda as set.

Mayor Flores inquired if there were any additions, deletions or substitutions to the Agenda. Councilwoman Rivera requested to move Agenda Item 7A, "Designation of Deputy Mayor" to Discussion Items.

**MOTION:** Councilman Noble moved to keep the Agenda as is, seconded by Councilwoman Bousquet.

**Discussion on the Motion:**

Councilwoman Rivera explained that Item 7A is not being removed, but rather being placed under Discussion Items. Councilwoman Dugo asked for clarification. Councilwoman Rivera asked the City Attorney if discussion items can be voted on.

City Attorney James Stokes explained Council can vote on discussion items if they so desire. He further explained items can be moved, deferred, stricken, etc.

**SUBSTITUTE MOTION** Councilwoman Rivera made a motion to move Agenda Item 7A "Designation of Deputy Mayor" to Discussion Items. Councilwoman Dugo seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera and Councilwoman Dugo.  
**Opposed:** Councilman Noble and Councilwoman Bousquet.

**Motion tied: 2 - 2. Mayor Flores broke the tie and suggested keeping Agenda Item 7A on the Agenda as is.**

**MOTION:** Councilman Noble moved to keep the Agenda as is, seconded by Councilwoman Bousquet.

**VOTE ON THE MOTION:** **In Favor:** Councilman Noble, Councilwoman Dugo and Councilwoman Bousquet.  
**Opposed:** Councilwoman Rivera.

**Motion carried: 3 – 1.**

**5. Special Business.**

A. **Proclamation:** "Autism Awareness Month" for April 2017 – Joel Flores, Mayor

City Clerk Joanna Cunningham read the proclamation into the record.

Mayor Flores called for a motion to accept the proclamation.



**MOTION:** Councilwoman Bousquet made a motion to accept the proclamation and proclaim April as Autism Awareness Month. Councilman Noble seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

B. **Proclamation:** “National Volunteer Month” for April 2017 – Joel Flores, Mayor

City Clerk Joanna Cunningham read the proclamation into the record.

Mayor Flores called for a motion to accept the proclamation.

**MOTION:** Councilwoman Rivera made a motion to accept the proclamation and proclaim April as National Volunteer Month. Councilwoman Dugo seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

6. **Consent Agenda.**

A. Mayor Flores asked Council if they wished to pull any of the seven (7) Consent Agenda items; hearing none, he called for a motion.

1. **Official Minutes:** City Council Meeting of March 6, 2017 – Joanna Cunningham, City Clerk.
2. **Official Minutes:** City Council Meeting of March 20, 2017 – Joanna Cunningham, City Clerk.
3. **Proclamation:** “Arbor Day” for April 28, 2017 – Joel Flores, Mayor.
4. **Proclamation:** “Safe Digging Month” for April 2017 – Joel Flores, Mayor.
5. **Proclamation:** “Water Conservation Month” for April 2017 – Joel Flores, Mayor.
6. **Proclamation:** “Water Professionals Month” for April 2017 – Joel Flores, Mayor.
7. **Resolution No. 2017-13:** Authorizing the submittal of a change in approved equipment purchase with the FY 2016 Justice Assistance Grant

(JAG) Program Funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance and authorizing the City Manager to sign all change of equipment documents; pursuant to Staff memo. - James McInnis, Finance Director.

**MOTION:** Councilwoman Bousquet made a motion to approve the seven (7) Consent Agenda items. Councilwoman Rivera seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

**7. Regular Agenda:**

**A. Designation of Deputy Mayor:** Andrea McCue, City Manager.

City Manager Andrea McCue noted that Council Policy 12 was established in 1997 and outlined the process for designating a deputy mayor. It provided a term for appointment, it established eligibility, and gave the Mayor the ability to appoint a Council member that met the criteria. Council Policy 12 was rescinded in April 2016, requiring the designation to be pursuant to the City Charter. City Manager McCue noted that the Charter does not provide any criteria for selecting a deputy mayor; it only states that one shall be appointed.

Mayor Flores expressed surprise to learn that the City did not have a policy in place for the appointment of a deputy mayor.

**MOTION:** Councilman Noble made a motion to appoint Paula Bousquet as Deputy Mayor. Councilwoman Bousquet seconded the motion.

**Discussion on the Motion:**

Councilwoman Dugo recalled former Mayor Ferreri expressing his desire to have Council make the selection instead of the Mayor designating an appointee.

Councilwoman Rivera asked Councilmembers who, if anyone, had served previously as Deputy Mayor.

Councilman Noble noted that he had served in the past, Councilwoman Bousquet had not served before, nor had Councilwoman Dugo.

Councilwoman Rivera asked Councilwoman Bousquet if she accepted the appointment.

Councilwoman Bousquet accepted the appointment.

**VOTE ON**                    **In Favor:** Councilwoman Rivera, Councilman Noble,  
**THE MOTION:**            Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

- B. **Receive and File:** Presentation of FY 2017 Comprehensive Annual Financial Report (CAFR) by Auditing Firm of Nowlen, Holt and Miner, P.A. – James McInnis, Finance Director.

Finance Director Jim McInnis introduced Ron Bennett, auditor for Nolan, Holt and Miner who would be presenting the C.A.F.R.

Mr. Bennett, congratulated the Finance Department for an excellent job, noting that this was his 17<sup>th</sup> consecutive year in presenting the City's CAFR. He explained the purpose of an audit is to determine that the City's financial statements are in accordance with generally accepted government accounting principles. He reported that the City complied with investment policies governed by state statutes. One minor finding related to credit cards was found and addressed with new policy implementation by management. He reviewed the various reports, summaries, trend analysis, fiduciary funds, revenues, expenditures, capital outlay, and unassigned reserves. He discussed the changes in the percentages of reserves required and the City's Fund Balance Policy of maintaining 25% of General Fund expenditures. Mr. Bennett noted the decrease of \$2.9 million in the General Fund Balance resulting from a transfer of \$4.3 million from the General Fund to the Capital Projects Fund to carry out major capital improvement projects. He thanked the Mayor and Council for allowing his firm to continue working with the City and looked forward to continuing the relationship.

Director McInnis reported on the careful monitoring of the fund balance throughout the fiscal year ensuring that at least 25% of General Fund expenditures are maintained in the Unassigned Reserves. He reported that the \$4.3 million transfer was due to the renovations of the Community Center which were completed without incurring new debt; it was a planned expenditure.

Mayor Flores called on Council members for comments.

Councilwoman Rivera disclosed a 2-hour discussion with Director McInnis regarding the following:

- 1) Net Pension Assets on Pg. 14 of the CAFR of \$890,784 and on Pg. 59 Public Safety Pension Plan. She asked if the pension plan is funded over 100%?

Director McInnis said yes, noting the actuarial valuation is somewhat higher; it is still over 100%, making it an asset, not a liability.

- 2) Is the \$903,563 operating surplus shown on Pg. 18, for the FY 2016 correct?

- 3) She asked if the Fund Balance decrease of \$2,423,510 from FY 2016 was related to a one-time transfer of \$2.1 million for the Community Center renovation.

Director McInnis confirmed that it was.

- 4) Councilwoman Rivera noted that the City had an operating surplus of \$1 million and now has \$11.9 million.
- 5) Councilwoman Rivera asked for the total in the Emergency and Disaster Fund.

Director McInnis referred her to Pg. 16, at \$10 million.

- 6) She questioned the Compensated Absence Reserve.

Director McInnis explained that this reserve changes every year based on calculations for accrued vacation and sick leave payout hours. In the following year it is paid out in regular salary, and a reserve is maintained.

- 7) Net Pension Liability (FRS Pension) – Councilwoman Rivera refrained.

Councilman Noble asked if the City contributes to the FRS Pension fund. He noted that this is for a limited number of employees.

Director McInnis said yes, a percentage of payroll is determined by FRS. Last year, \$1.2 million was contributed by the City. He explained that any employee hired before 1996 is grandfathered into the Plan. He explained that the plan is currently 84% funded and noted that it is common for these types of funds to be underfunded.

Mr. Bennett explained that the City has 3 pension plans with FRS, one is a defined contribution plan, the other 2 are defined benefit plans. \$195,653 went to the FRS pension plan, \$24,000 to health insurance subsidy program.

Director McInnis apologized for the discrepancy. It is \$195,653, not \$1.2 million funded as previously mentined.

Councilwoman Rivera asked when Council will receive an update for FY 2018 on the fund balance for subsequent year expenditures of \$1,210,903 since we are currently in the middle of the fiscal year.

Director McInnis explained that the projected deficit of \$1,210,903 is what the City expected to expend in FY 2017; it is currently at \$880,000 which is less than originally projected.

Councilwoman Rivera asked if the City was under or overfunded for capital improvement projects.

City Manager McCue reported “under”. Some projects are being moved to surtax dollars.

Councilwoman Rivera wanted to know if it would be fair to say that the City will have a surplus due to the surtax funds?

Director McInnis explained that it is expected that more surtax monies will be received than utilized for FY 2017. The PBC League of Cities has not yet approved the list of projects identified. Once approved, Council will be presented with a budget request.

Councilwoman Rivera thanked staff and Council for being fiscally responsible.

Mayor Flores called for a motion.

**MOTION:** Councilman Noble made a motion to Receive and File the FY 2016 C.A.F.R. Councilwoman Dugo seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

- C. **PUBLIC HEARING SE-16-04:** **Resolution No. 2017-11:** Approving the application for a Special Exception to allow a drive-thru fast food restaurant in a Commercial Intensive (CI) Zoning District, located at 5900 Lake Worth Road, as requested by the petitioner, Thomas Engineering Group, agent for the owner, Target Corporation; providing for repeal of conflicting resolutions; and providing for an effective date; pursuant to Staff Memo and Staff Report. – Kara L. Irwin-Ferris, Planning and Engineering Director.

Joanna Cunningham, City Clerk, read Resolution No. 2017-11 into the record.

Planning and Engineering Director Kara L. Irwin-Ferris described the request to allow a drive-thru fast food restaurant (Zaxby's Restaurant) in the northeast corner of the Target site. She gave a brief history of the Target building and the two outparcels. The Target retail store and garden center were built in 1998.

Director Ferris noted that a second special exception request and a site plan amendment are being processed concurrently with this request. She provided a concept plan, reviewed cueing and access. She stated the proposal meets the twelve (12) special exception criteria and the Planning Commission recommended approval of this proposal on March 15, 2017. Therefore, staff recommends approval of SE-16-04 through the adoption of Resolution 2017-11, subject to staff's six (6) conditions of approval.

Mayor Flores called on Council members for comments.

Councilman Noble questioned where does traffic exit the site and if the site would have its own dedicated turning lane off of Lake Worth Road.

Director Ferris noted that the site would use the same access points off Lake Worth Road or Sherwood Forest Boulevard. Patrons can enter to the east and exist to the west.

Councilwoman Dugo asked about indoor seating and the hours of operation.

Director Ferris reported the special exception approval is for 90 seats based on the square footage and the hours of operation for the drive-thru will be from 10:30 am – 10:30 pm (Sunday-Thursday) and 10:30 am – 11:00 pm (Friday-Saturday).

Councilwoman Rivera asked about the patrons crossing from Target to McDonalds and signage.

Director Ferris explained that Sherwood Forest Boulevard has a controlled intersection. Regarding signage, the proposal will adhere to the City's Sign Code.

Mayor Flores questioned the landscaping.

Director Ferris reported that the existing buffers and perimeter landscaping for the entire site will be updated following inspections.

Mayor Flores called on Council members for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Resolution No. 2017-11 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

**MOTION:** Councilwoman Rivera made a motion to approve Resolution 2017-11 (Zaxby's), subject to staff's six (6) conditions of approval. Councilwoman Bousquet seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

- D. **PUBLIC HEARING SE-16-05: Resolution No. 2017-12:** Approving the application for a Special Exception to allow a tire store in a Commercial Intensive (CI) Zoning District, located at 5900 Lake Worth Road, as requested by the petitioner, Thomas Engineering Group, agent for the owner, Target Corporation; providing for repeal of conflicting resolutions; and providing for an effective date; pursuant to Staff Memo and Staff Report. - Kara L. Irwin Ferris, Planning and Engineering Director.

Joanna Cunningham, City Clerk, read Resolution No. 2017-12 into the record.

Director Ferris described the second special exception request for a discount tire store to be located in the northwest corner of the Target site. The proposal is a permitted use in the Commercial Intensive (CI) zoning district. Director Ferris provided a brief history of the Target site. She stated the proposal meets the twelve (12) special exception criteria and the Planning Commission recommended approval on March 15, 2017; therefore, staff recommends approval of SE-16-05

through adoption of Resolution 2017-12, subject to staff's six (6) conditions of approval.

Mayor Flores called on Council members for comments.

Council members were concerned with traffic flow, backups, the type of business being permitted, the number of nearby tire businesses, number of bays, and the parking area looking unattractive.

Mayor Flores called on the applicant for clarification on the type of business being proposed.

Angelina Rosenburg of Thomas Engineering, agent for the owner, explained that three bays are being proposed and the type of business will consist of tire sales, tire replacement and alignments, no oil changes or sale of windshield wipers.

Mayor Flores called on Council members for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Resolution No. 2017-12 to come forward.

Resident Jose Rendon stated that with three other tire business in the surrounding area, he was concerned with additional repair work being done at the proposed location.

Seeing no one come forward, Mayor Flores closed the meeting to the public and called for a motion.

**MOTION:** Councilwoman Dugo made a motion to approve Resolution 2017-12, subject to staff's six (6) conditions of approval. Councilwoman Bousquet seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

- E. **Site Plan Amendment (SP-96-01C):** Site Plan Amendment for the Target located at 5900 Lake Worth Road; pursuant to Staff Memo and Staff Report – Kara L. Irwin-Ferris, Planning and Engineering Director.

Director Ferris described the accompanying request for a site plan amendment to the Target site located at 5900 Lake Worth Road. The site was approved in 1996 as a retail store, garden center and two outparcels. In 1998, the Target building and garden center were built; however, the outparcels remained undeveloped. In 2008 and in 2013, variances were granted to reduce the required number of parking spaces, however, the accompanying site plan amendments for the outparcels expired and the requests were withdrawn. This proposal is to develop the two outparcels into a discount tire store and a fast food drive-thru restaurant (Zaxby's). On March 7, 2017, the Zoning Board of Adjustments and Appeals

granted a variance to reduce the total number of parking spaces from 696 to 609 for the site.

Director Ferris reviewed the site plan amendment details for ingress/egress, elevations, architectural details, dumpster area, seating, landscaping, lighting, paving, drainage, water and sewer. She stated staff recommends approval of SP-96-01C, subject to staff's thirty (30) conditions of approval.

Mayor Flores called on Council members for comments.

Council members questioned ownership, future sale of the outparcels, future violations and notices of violations.

Director Ferris explained that the site will be replatted and will function as one site in spite of ownership.

City Attorney Stokes pointed out that approvals attach to the property.

Mayor Flores called for a motion.

**MOTION:** Councilman Noble made a motion to approve SP-96-01C (Target-Discount Tire Store and Zaxby's), subject to staff's thirty (30) conditions of approval. Councilwoman Dugo seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

- F. **Resolution No. 2017-16:** Abandoning and vacating a 10' utility easement within a corner clip dedication area located on the northeast corner of Melaleuca Lane and South Haverhill Road, as recorded on Palm Beach Villas II Plat Book 31 Page 54 of the Official Records of Palm Beach County, Florida, as requested by Palm Beach County; providing for repeal of conflicting resolutions; providing for severability; and providing for an effective date; pursuant to Staff Memo and Staff Report. - Kara L. Irwin Ferris, Planning and Engineering Director.

Joanna Cunningham, City Clerk, read Resolution No. 2017-16 into the record.

Director Ferris described the abandonment of a 10 ft. utility easement located on the northeast corner of South Haverhill Road and Melaleuca Lane to accommodate the South Haverhill Road widening. The City dedicated a northeast corner clip to the County on January 5, 2015, through Resolution 2015-01. The clip included this 10 ft. utility easement that was moved as approved on June 20, 2016 through Resolution 2016-25, recorded in ORB 28433/1652. The County is now requesting that the City vacate the 10 ft. easement. Director Ferris confirmed receiving agency letters of no objection; therefore, staff recommends approval of AB-17-01 through the adoption of Resolution 2017-16.



Mayor Flores called on Council members for comments; hearing none, he called for a motion.

**MOTION:** Councilman Noble made a motion to approve Resolution 2017-16 (AB-17-01) as presented. Councilwoman Rivera seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

- G. **Appointment to MPO** – Appoint one designated representative and one alternate representative to the MPO; pursuant to Staff Memo – Andrea McCue, City Manager.

City Manager McCue reported that Metropolitan Planning Organization (MPO), consists of 21 voting members (elected officials) pursuant to the interlocal agreement with the Metropolitan Planning Organization (MPO). The City of Greenacres provides one representative and one alternate to serve on the MPO. The Mayor and Deputy Mayor served as the representative and alternate. A representative and an alternate must be appointed and the MPO notified by April 20, 2017.

Mayor Flores called on Council members for comments.

Councilman Noble asked for the City Manager’s recommendation.

City Manager McCue noted that past practice has been the Mayor and Deputy Mayor.

Councilwoman Bousquet asked how frequent are the MPO meetings. When she learned they were monthly, she noted this would pose a problem for her since she works.

**MOTION:** Councilwoman Bousquet made a motion to appoint Mayor Joel Flores as the MPO representative. Councilwoman Dugo seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

**MOTION:** Councilwoman Rivera made a motion to appoint Councilman Noble as the MPO Alternate. Councilwoman Bousquet seconded the motion.

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

H. **League of Cities Voting Delegate and Alternate Delegate** – pursuant to Staff Memo – Andrea McCue, City Manager.

City Manager McCue reported that pursuant to Art 4 of the League of Cities’ bylaws, voting delegates and alternates are designated annually to attend the general meetings on the fourth Wednesday of each month. Designations must be made prior to April 21, 2017.

Mayor Flores called on Council members for comments.

**MOTION:** Councilwoman Rivera nominated Councilwoman Dugo as voting delegate. Councilwoman Bousquet seconded the motion.

**Discussion on the Motion:**

Councilman Noble pointed out that the Board of Directors meetings are held at 10:00 am. And being that he currently serves on the Board, he agreed to support the appointment of Councilwoman Dugo if she believed she could attend the meetings, if not, he suggested she serve as Alternate.

Councilwoman Dugo agreed.

**MOTION TO AMEND:** Councilwoman Rivera moved to amend her motion and appointed Councilman Noble as Voting Delegate and Councilwoman Dugo as Alternate

**VOTE ON THE MOTION:** **In Favor:** Councilwoman Rivera, Councilman Noble, Councilwoman Dugo, and Councilwoman Bousquet.

**Motion carried: 4 - 0.**

8. **Comments from the Public.**

Jennifer Blanchette, fourth generation resident of the Original Section, voiced her concerns over speeding on Swain Boulevard and First Street, Second Street, Biscayne Drive and Fourth Street especially during the hours of 7:30 -9:00 am and 2:00 -4:00 pm. She noted that there are many children and requested the installation of 4-way stop signs

at major intersections on Swain Boulevard and speed bumps. She also requested additional police presence.

Councilwoman Rivera noted that this is a reoccurring problem in this area, noting that a death occurred there due to speeding and running a stop sign. She had previously requested speed signs, rumble traffic strips, or a speed trailer. She was now requesting traffic data from PBSO and the City Manager.

PBSO Lt. Moore offered to place a speed trailer on Swain Boulevard to collect data for PBSO to work with and enforce.

Mrs. Blanchette added that parking on Sundays in the church swales is also creating visibility problems for neighborhood drivers crossing First Street and Swain Boulevard.

Councilwoman Bousquet thought this issue had been addressed by PBSO a year earlier.

Councilwoman Dugo instructed Lt. Moore to install the speed trailer the next day and asked that the traffic statistics collected by PBSO be presented to Council at the April 7<sup>th</sup> City Council meeting. She asked Director Ferris if a traffic study would be required prior to implementing any calming devices.

Director Ferris noted there is a department policy that addresses traffic calming devices. A study by a traffic engineer would be needed.

Councilman Noble pointed out that the Villages of Woodlake have a permanent speed sign on Woodlake Boulevard entering their community.

Mayor Flores thanked Mrs. Blanchett for informing Council of this matter and suggested that the City Manager gather pertinent information and provide options to present to Council for consideration, similar to what was done with Rambo Park.

## **9. Discussion Items:**

### **A. Mayor and Council Salary Discussion – James Stokes City Attorney.**

City Attorney Stokes reported that prior to the 2017 municipal election, both him and the City Manager prepared a salary survey of surrounding municipalities that showed Greenacres at the low end. With no salary increases in the past 18 years, staff proposed to raise the Mayor and Council salaries comparable to what other cities were paying. A draft ordinance was prepared; however, this topic was deferred by Council until after the election. He noted that salary and benefits were lumped together instead of separating the two items.

Mayor Flores called on Council members for comments.

Councilwoman Bousquet thought Council had voted this down and pointed out that the City's budget is much lower than those cities being compared.

Councilwoman Dugo noted that one of her concerns is that Council salaries had not been raised in 18 years. She wanted to see Council members paid equitably and wanted to see a cafeteria-style option.

Councilman Noble stated that Council should keep the expense and benefit portions separate. As for the cafeteria option, it will create other problems for the City to do so. Councilwoman Dugo receives health insurance elsewhere, whereas there are other Council members that receive their health insurance through the City. It was his belief that Councilwoman Dugo wanted the portion paid for medical insurance to be paid to her.

Councilwoman Dugo said she wanted to take the portion paid to health insurance and invest it in a retirement plan.

Council members discussed cafeteria-style compensation, the amount used by Council for campaigning and adding a Cost of Living Adjustment (COLA) for Council.

Mayor Flores asked City Attorney Stokes for the salaries previously proposed and asked if it included a cafeteria-style compensation plan.

City Attorney Stokes explained that the proposed salary for Mayor was \$21,000 and \$19,000 for Council members (combined benefits). He offered to re-write the Ordinance to include a COLA. To offer a cafeteria-style compensation plan, staff would need to amend the employee benefit policy.

City Manager McCue reported that there is an "opt out" clause as part of the employee compensation plan. If the employee can show coverage elsewhere; it pays up to \$2,000 annually, paid out monthly. She noted that the policy would require amending to add elected officials.

Discussion followed on Greenacres falling mid-range in salaries county-wide; adopting the ordinance in two parts; approving a COLA for Council; Greenacres has one of the lowest tax rates in the County and Greenacres elected officials are very conscientious of spending taxpayer money.

Mayor Flores believed that as a public servant he is against increasing salaries. He did agree it is hard work and called for a consensus on how Council wished to prepare the Ordinance.

City Attorney Stokes explained it is currently \$6,000 for Council, \$7,500 for Mayor plus \$425 monthly (\$5,100/year) for expenses for Mayor and Council.

Councilwoman Dugo suggested  $\$425 \times 12 = \$5,100$  (for expenses) plus  $\$13,900 = \$19,000$ /year.

Councilman Noble agreed with her numbers.

Councilwoman Rivera asked City Attorney Stokes and City Manager McCue to increase the salaries where Greenacres falls within the first – third highest paid municipalities.

City Manager McCue pointed out that the Ordinance stipulated the Mayor's compensation at \$21,000 (including expenses) and \$19,000 for Council, and that the salaries would increase with a COLA at the same time and percentage as general

employees (if any), each fiscal year. The Ordinance also outlines participation in the City's health insurance plan, including those individuals who want to opt out.

City Attorney Stokes noted that if salaries are split part salary, part benefit, and the COLA is on the salary, the increase will be placed on 2/3 of the income.

Councilman Noble clarified that the COLA should be paid on the entire salary.

Mayor Flores opened the meeting to the public.

Councilman Noble and Councilwoman Dugo did not agree with opening this subject to the public for comment.

City Attorney Stokes pointed out that the Mayor and Council salary topic is a discussion item and that once an Ordinance is presented to them, the public will have its chance to provide comments at the beginning of the meeting

Councilwoman Dugo wanted the Ordinance to be resubmitted, redefining Section 2-26.

City Attorney Stokes explained that by increasing the benefit from \$425 to \$500, it makes it an even \$6,000 (\$500 x 12) plus the \$13,000 (for Council) and \$15,000 (for Mayor) which brings the figures back to the salaries originally proposed.

Mayor Ferreri and Council members instructed staff to prepare and schedule the Ordinance for first reading at the April 17, 2017 City Council meeting.

**B. City Slogan Discussion** – Andrea McCue, City Manager.

City Manager McCue reported that this item was raised by Councilwoman Rivera, discussed by Council, and later tabled. It consists of changing the City's slogan from, "A good place to live", to "A great place to live". She asked for direction from Council.

Councilwoman Rivera pointed out that upon "Googling" the City of Greenacres, what was noticeable were many links that stated, "A great place to live".

Councilwoman Bousquet noted that historically speaking, the City's slogan appears in a 1934 song, and it is trademarked with the State. She wanted to keep it as is.

Councilwoman Dugo asked why did Council decide to change the slogan.

City Manager McCue explained that the issue was raised during the designing of the City's new website. Also the City is looking to create new entry signs, and with a new website, etc. the issue was discussed.

Councilwoman Dugo noted that not only is Greenacres a great place to live, but a great place to be; she wanted to see more businesses coming in.

Mayor Flores believed it is important for residents to be proud of where they live and many are. Saying it is "A great place to live" stands out more and upon visiting the parks and talking to residents, it is clear why Greenacres is "a great place to be". It



sets us apart, and without losing its history, the City should take the next step and change it to “great”.

Councilwoman Rivera believed by changing it to “great”, it identifies Greenacres more. She was a proponent of changing the slogan to, “A great place to live”, but agreed with not wanting to affect the City’s history.

Councilwoman Bousquet was not opposed to changing the slogan, leaving the logo as is, and creating a marketing campaign, while still maintaining our history.

City Manager McCue asked if a survey to residents to gauge the public’s opinion was the type of campaign she was suggesting.

Councilwoman Dugo agreed it was time to start branding/marketing the City. As for changing the slogan, she agreed with “great” versus “good”. She noted that many residents cannot identify with the City’s current seal.

Councilman Noble was in favor of changing “good” to “great”.

City Manager McCue suggested having further discussions since social media (Twitter and Facebook) are also being considered and is another part of the branding/marketing process.

Mayor Flores and Council members agreed.

C. **Renaming of Community Asset in honor of Samuel J. Ferreri** – Andrea McCue, City Manager.

City Manager McCue recapped the previous Council discussion at the March 20, 2017 meeting wherein Council considered renaming Freedom Park, the Community Center and Community Park were discussed. Mayor Flores had requested additional discussion on this item.

Mayor Flores noted that as a new Mayor, and speaking with former Mayor Ferreri, who expressed pride in being personally involved with the creation of the City’s park system, Mayor Flores recommended renaming Community Park as the, “Samuel J. Ferreri Community Park.”

**MOTION:** Councilman Noble made a motion to rename Community Park as the “Samuel J. Ferreri Community Park”. Councilwoman Bousquet seconded the motion.

**Discussion on the Motion:**

Councilwoman Dugo cautioned that perhaps Council should consider “dedicating” a park, not “renaming” a park.

Councilwoman Rivera agreed.

**VOTE ON THE MOTION:** **In Favor:** Councilman Noble and Councilwoman Bousquet.  
**Opposed:** Councilwoman Rivera and Councilwoman Dugo.

**Motion failed: 2 - 2.**

***Mayor Flores broke the tie in favor of renaming Community Park to "Samuel J. Ferreri Community Park".***

D. **City Website Roll-Out** – Andrea McCue, City Manager.

City Manager McCue announced the launching of the City's new website. She thanked all City department directors and staff and gave special thanks to Purchasing Administrator Monica Powery for her role in making the new website a reality.

E. **Neighborhood Community Policing Discussions** –Andrea McCue, City Manager.

City Manager McCue noted that Councilwoman Rivera wanted to hold a neighborhood community policing meeting at the Community Center. Scheduling conflicts forced this item to be revisited.

Councilwoman Rivera reported coordinating with PBSO Capt. Sean Murray and the date of April 22, 2017 at 10 am has been scheduled to hold a meeting in the Original Section/District I. She offered the Community Center to other Council members to hold similar meetings for their district meetings.

Council members voiced concerns that issues should be addressed City-wide, not just focus on one district. Council members represent the entire City and their decisions affect the City as a whole.

Councilwoman Rivera apologized for focusing more on District I, but reminded Council members that District I has different needs than any other district. She hoped to find a happy medium for all. But when District I residents raise issues of concern, as an elected official, she will address those concerns.

Councilwoman Dugo agreed that the policing discussion is valid; but she recently had issues in her district as well. She agreed that the entire City can be considered for this discussion.

City Manager McCue asked if April 22<sup>nd</sup> was set.

Councilwoman Rivera stated that April 22<sup>nd</sup> at 10:00 a.m. was what she and Capt. Murray had discussed. She asked if anyone would like to assist her in handing out flyers in District I.

Councilwoman Dugo said other Council members would be handing out their own flyers through their homeowner associations. With Passover, the timing called for

looking at different dates. She reminded everyone this is City-wide.

Mayor Flores commended Councilwoman Rivera for reaching out to the residents of District I; however, he understands how other Council members may feel left out. He noted that all Council members and himself and the City Manager should work cohesively on these types of issues.

Councilwoman Rivera asked Council members to check their calendars and choose a date.

Councilwoman Dugo suggested that the City Manager meet with Capt. Murray to schedule some dates.

Councilman Noble suggested that the event be advertised in the City Link.

Mayor Flores recommended establishing a procedure/policy on how to move forward.

Councilwoman Bousquet reminded the Mayor and Council that they should be coordinating items through the City Manager.

## 10. **Staff Comments:**

### A. **City Manager's Report**

- 2016 Annual Report – City Manager McCue commended the Finance Department and the Executive Assistant for their assistance in providing a snapshot of the City's financial state.
- Mayor and Council Photos – City Manager McCue requested coordination with Council to have group photos taken once the District IV seat is filled, to be used on the City website and other uses.
- Rollcall System – Council had discussed obtaining an app which is a server-based system. The cost will be higher than previously discussed. She will keep Council apprised of this item.
- City Parks Assessment – Six City staff assessed numerous parks looking at lighting, types of activities, etc. Recommendations will follow.
- Surtax Oversight Committee – The PBC League of Cities has appointed members of the Oversight Committee and the City is awaiting information on the review process. Based on discussions with the Executive Director, the League is asking for a spreadsheet outlining the surtax projects previously approved by Council. It is now just a matter of waiting for direction from the League to proceed.
- Employee Wellness Assessments – Health assessments were conducted the week of March 27<sup>th</sup> with a 55% participation, up from last year.

- Upcoming Events

April 8<sup>th</sup>: Child Car Seat Initiative to be held at the Walmart on Forest Hill Blvd.

April 15<sup>th</sup>: Eggstravaganza from 10 am – 1:30 pm at Community Park.

April 25: Food truck invasion from 5:00 pm – 9:30 pm at Community Park.

**B. City Attorney's Report. None.**

**11. Mayor and City Council Reports.**

Mayor Flores

PBC League of Cities

Mayor Flores commended staff on an excellent job of hosting the PBC League of Cities luncheon on March 29<sup>th</sup>. He thanked Councilwoman Bousquet, Councilman Noble and department directors for attending the event.

Afterschool Program

Mayor Flores met with Leisure Services Director Michele Thompson who gave him a tour of the newly renovated Community Center.

Food Truck Invasion

Mayor Flores attended this event with Councilwoman Rivera and Councilwoman Bousquet. It had a small town community atmosphere.

Business Development Board (BDB)

On March 31<sup>st</sup>, Mayor Flores met with the BDB to learn ways to attract investors.

Hot Spot & Cool Zone

Mayor Flores reported spending 2.5 hours with Hot Spot and Cool Zone participants discussing what a mayor does, the recently approved surtax monies, and more. Participants tried convincing the Mayor to install an indoor pool at the Community Center. He even played basketball with some of the participants.

Mayor's Ball – Homeless Coalition of PBC

On April 1<sup>st</sup>, Mayor Flores attended the Mayor's Ball. He wanted Council and staff to work on an initiative to make sure they are addressing those needs in the community.

Future Initiatives

- Basketball with the Mayor with middle and high school students.
- Meeting with principals (1 per week).

- Have local principals nominate a teacher to be recognized at the May 1<sup>st</sup> City Council meeting in conjunction with awarding six (6) City scholarships and during Teacher Appreciation Week in May.
- Procedures, decorum, Sunshine Laws and rules of conduct for Council meetings. Appropriate topics of discussion, and social media should also be addressed. He wanted to see training begin immediately following the selection of the District IV seat.
- Council Policy 12 Designation of Deputy Mayor. He instructed the City Attorney to raise this policy with the Charter Review Committee (CRC).

City Attorney Stokes reported that the CRC has already reviewed and considered this policy.

Councilwoman Dugo noted that the League of Cities offers similar training on procedures, decorum, Sunshine Laws, etc. She liked the idea of holding training in-house, but believed that the League was a better suited venue.

City Attorney Stokes explained that his training would be more specific, focusing mainly on quasi-judicial matters.

**12. Adjournment.**

Councilwoman Bousquet moved to adjourn the meeting, seconded by Councilwoman Dugo. The meeting adjourned at 10:04 p.m.

**CITY COUNCIL**

Respectfully submitted,

\_\_\_\_\_  
Joel Flores  
Mayor

\_\_\_\_\_  
Joanna Cunningham, MMC  
City Clerk

Date Approved: \_\_\_\_\_

/mel



# PROCLAMATION



## OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING “AFTERSCHOOL PROFESSIONALS APPRECIATION WEEK” FOR, 2017

**WHEREAS**, the citizens of Greenacres firmly believe that afterschool professionals (those who work with children and youth in a wide variety of program settings to provide extended learning opportunities during out-of-school hours) have a positive effect on our children, families, community and businesses; and

**WHEREAS**, afterschool professionals are a decisive element in children’s’ access high-quality relationships and expanded opportunities beyond what they have access to at school and home, which they need to reach their full potential; and

**WHEREAS**, afterschool professionals deserve appreciation for all that they do to for children to enhance their education, promote physical and emotional health, provide a safe environment and expose them to new experiences;and

**WHEREAS**, the City of Greenacres is committed to supporting the professionals who provide expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy;and

**NOW, THEREFORE, I, Joel Flores, Mayor of the City of Greenacres**, proclaim April 24-28, 2017 as Afterschool Professionals Appreciation Week in Greenacres, and urge the citizens of Greenacres to join me in this special observance with appropriate events and displays of appreciation.

Given under my Hand and Seal of the City of  
Greenacres, Florida this 17<sup>th</sup> day of April, 2017.

---

Joel Flores, Mayor

Attest:

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Joanna Cunningham, City Clerk

**RESOLUTION NO. 2017-23**

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, SATISFYING CERTAIN LIENS IMPOSED AGAINST RESIDENTIAL PROPERTY, PURSUANT TO SECTION 15-32, CITY OF GREENACRES CODE.**

**WHEREAS**, the City Council of Greenacres, Florida, adopted Resolutions contained in the list, attached hereto as Exhibit "A", imposing liens upon certain residential properties for the owners' failure to pay for the collection and disposal of garbage, recyclable materials and vegetative waste as required by Section 15-26, City of Greenacres Code; and

**WHEREAS**, the owners of the residential properties contained in Exhibit "A", have brought their accounts current for the payment of the debts and charges for the collection and disposal of garbage, recyclable materials and vegetative waste, plus applicable interest and administrative fees.

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

**Section 1.** Under the terms of Section 15-32, City of Greenacres Code, residential properties contained in the list supplied by the Finance Department of Greenacres, Florida, attached to this Resolution as Exhibit "A", have satisfied their imposed liens as recorded with the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book.

**Section 2.** This Resolution shall be recorded in the Public Records of Palm Beach County, Florida, and shall have the effect of releasing said liens against those residential properties contained in the list attached hereto as Exhibit "A" only.

**RESOLVED AND ADOPTED** this 17th day of April, 2017.

**Voted**

\_\_\_\_\_  
**Joel Flores**  
Mayor

\_\_\_\_\_  
**Lisa Rivera**  
Councilwoman, District I

( )

**Attest:**

\_\_\_\_\_  
**Joanna Cunningham**  
City Clerk

\_\_\_\_\_  
**Peter Noble**  
Councilman, District II

( )

\_\_\_\_\_  
**Judith Dugo**  
Councilwoman, District III

( )

\_\_\_\_\_  
**(Vacant)**  
District IV

( )

\_\_\_\_\_  
**Paula Bousquet**  
Councilwoman, District V

( )

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
**James D. Stokes**  
City Attorney

## Through March 2017

## RELEASE OF LIENS

## City of Greenaces Solid Waste Collections

Acct #	Name	Address	City	St	Zip	PCN	Lien #	Amount
1058	Rivera, Juan	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2004-46	\$ 114.27
1058	Rivera, Juan	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2005-30	\$ 141.00
1058	Rivera, Juan	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2006-25	\$ 165.10
1058	Rivera, Juan	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2007-26	\$ 183.40
1058	Rivera, Juan	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2009-07	\$ 307.71
1058	Rivera, Juan	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2011-07	\$ 497.91
1058	Nationstar Mortgage LLC	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2014-29	\$ 1,217.85
1058	Nationstar Mortgage	6533 Ramblewood Circle	Greenaces	FL	33467	18-42-44-22-04-000-0090	2015-46	\$ 520.87
1611	Pino, Roman	3764 Mil Run Ct	Greenaces	FL	33463	18-42-44-24-24-000-0171	2012-05	\$ 491.79
1611	Pino, Roman	3764 Mil Run Ct	Greenaces	FL	33463	18-42-44-24-24-000-0171	2013-36	\$ 309.73
1611	Pino, Roman	3764 Mil Run Ct	Greenaces	FL	33463	18-42-44-24-24-000-0171	2015-46	\$ 70.95
1939	Ortega, Roberto	5636 S 35th Ct	Greenaces	FL	33463	18-42-44-23-06-010-0150	2008-29	\$ 127.32
1939	Ortega, Roberto	5636 S 35th Ct	Greenaces	FL	33463	18-42-44-23-06-010-0150	2011-39	\$ 430.02
1939	Ortega, Roberto	5636 S 35th Ct	Greenaces	FL	33463	18-42-44-23-06-010-0150	2012-25	\$ 220.80
1939	Ortega, Roberto	5636 S 35th Ct	Greenaces	FL	33463	18-42-44-23-06-010-0150	2013-36	\$ 251.06
1939	Ortega, Roberto	5636 S 35th Ct	Greenaces	FL	33463	18-42-44-23-06-010-0150	2014-29	\$ 284.93
1939	Ortega, Roberto	5636 S 35th Ct	Greenaces	FL	33463	18-42-44-23-06-010-0150	2015-46	\$ 339.70
2319	Pineda, Jose & Marina	5792 S 37th Ct	Greenaces	FL	33463	18-42-44-23-08-003-0101	2015-04	\$ 98.83
2319	Pineda, Jose & Marina	5792 S 37th Ct	Greenaces	FL	33463	18-42-44-23-08-101-0101	2016-11	\$ 171.07
2885	Murariu, George & Silvia	4550 Empire Way	Greenaces	FL	33463	18-42-44-25-18-002-0021	2010-06	\$ 88.54
2885	Murariu, George & Silvia	4550 Empire Way	Greenaces	FL	33463	18-42-44-25-18-002-0021	2014-05	\$ 586.95
2885	Murariu, George & Silvia	4550 Empire Way	Greenaces	FL	33463	18-42-44-25-18-002-0021	2015-04	\$ 232.09
2885	Murariu, George & Silvia	4550 Empire Way	Greenaces	FL	33463	18-42-44-25-18-021-0021	2016-11	\$ 282.74
2970	Chong, Lym & Magally	4642 Gladiator Cir	Greenaces	FL	33463	18-42-44-25-18-071-0071	2016-11	\$ 255.27
3012	Nolan, Patrick	4646 Empire Way	Greenaces	FL	33463	18-42-44-25-18-061-0061	2016-11	\$ 159.25
3228	Canizales, Anais	4917 Nicia Way	Greenaces	FL	33463	18-42-44-25-19-005-0040	2013-05	\$ 438.41
3228	Canizales, Anais	4917 Nicia Way	Greenaces	FL	33463	18-42-44-25-19-005-0040	2014-05	\$ 214.40
3228	Canizales, Anais	4917 Nicia Way	Greenaces	FL	33463	18-42-44-25-19-005-0040	2015-04	\$ 229.49
3228	Canizales, Anais	4917 Nicia Way	Greenaces	FL	33463	18-42-44-25-19-040-0040	2016-11	\$ 279.25
3992	Church Of God Of Prophecy Inc	116 Broward Ave	Greenaces	FL	33463	18-42-44-23-01-050-0050	2016-39	\$ 157.57

## Through March 2017

## RELEASE OF LIENS

## City of Greenaces Solid Waste Collections

Acct #	Name	Address	City	St	Zip	PCN	Lien #	Amount
4029	Salvador, Anabel	165 Island Way	Greenaces	FL	33413	18-42-44-10-11-330-0330	2016-39	\$ 157.56
4240	Blatt, Ruth	1040 Island Manor Dr	Greenaces	FL	33413	18-42-44-15-21-000-0400	2011-39	\$ 91.80
4240	Blatt, Ruth	1040 Island Manor Dr	Greenaces	FL	33413	18-42-44-15-21-000-0400	2012-25	\$ 161.73
4240	Blatt, Ruth	1040 Island Manor Dr	Greenaces	FL	33413	18-42-44-15-21-000-0400	2013-36	\$ 184.38
4240	Blatt, Ruth/Eigen, David & John	1040 Island Manor Dr	Greenaces	FL	33413	18-42-44-15-21-000-0400	2014-29	\$ 209.95
4240	Blatt/Eigen, Ruth/	1040 Island Manor Dr	Greenaces	FL	33413	18-42-44-15-21-000-0400	2015-46	\$ 247.81
4721	Monk, Frank & Rita	2206 Maplewood Dr	Greenaces	FL	33415	18-42-44-10-05-022-0052	2015-04	\$ 98.78
4721	Monk, Frank & Rita	2206 Maplewood Dr	Greenaces	FL	33415	18-42-44-10-05-052-0052	2016-11	\$ 171.07
5976	Lacroze, Joel	1607 Doral Dr	Greenaces	FL	33413	18-42-44-10-26-000-0550	2014-29	\$ 98.72
5976	Lacroze, Joel	1607 Doral Dr	Greenaces	FL	33413	18-42-44-10-26-000-0550	2015-46	\$ 171.99
6123	Young, Denise	1708 Sawgrass Cir	Greenaces	FL	33413	18-42-44-10-27-000-0450	2012-05	\$ 137.46
6123	Young, Denise	1708 Sawgrass Cir	Greenaces	FL	33413	18-42-44-10-27-000-0450	2013-36	\$ 65.12
6123	Young, Denise	1708 Sawgrass Cir	Greenaces	FL	33413	18-42-44-10-27-000-0450	2015-04	\$ 67.99
6123	Young, Denise	1708 Sawgrass Cir	Greenaces	FL	33413	18-42-44-10-27-450-0450	2016-39	\$ 172.04
7296	Mclean, Rita & Joseph	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2009-07	\$ 130.15
7296	Mclean, Rita	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2010-06	\$ 160.76
7296	Mclean, Rita	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2011-07	\$ 181.22
7296	Mclean, Rita	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2012-05	\$ 206.71
7296	Mclean, Rita	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2013-05	\$ 235.85
7296	Mclean, Rita	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2014-05	\$ 280.17
7296	Mclean, Rita	3029 Swain Blvd	Greenaces	FL	33463	18-42-44-23-02-010-0010	2015-46	\$ 407.42
7360	Vital, Phito	5510 Wishing Star Ln	Greenaces	FL	33463	18-42-44-35-13-000-3220	2015-46	\$ 474.48
7433	Moreau, Denisse	5031 Solar Point Dr	Greenaces	FL	33463	18-42-44-35-12-840-0840	2016-39	\$ 158.13
7445	Jackson, Darren	5128 Aurora Lake Cir	Greenaces	FL	33463	18-42-44-35-14-160-4160	2016-11	\$ 157.46
7479	Kurtz, Michael & Christina	5049 Nautica Lake Cir	Greenaces	FL	33463	18-42-44-35-12-000-0560	2011-07	\$ 89.68
7479	Kurtz, Michael & Christina	5049 Nautica Lake Cir	Greenaces	FL	33463	18-42-44-35-12-000-0560	2012-05	\$ 158.23
7479	Kurtz, Michael & Christina	5049 Nautica Lake Cir	Greenaces	FL	33463	18-42-44-35-12-000-0560	2013-05	\$ 181.14
7479	Kurtz, Michael & Christina	5049 Nautica Lake Cir	Greenaces	FL	33463	18-42-44-35-12-000-0560	2014-05	\$ 213.13
7479	Kurtz, Michael & Christina	5049 Nautica Lake Cir	Greenaces	FL	33463	18-42-44-35-12-000-0560	2015-04	\$ 228.31
7479	Kurtz, Michael & Christina	5049 Nautica Lake Cir	Greenaces	FL	33463	18-42-44-35-12-560-0560	2016-11	\$ 277.63

## City of Greenaces Solid Waste Collections

## RELEASE OF LIENS

## Through March 2017

Acct #	Name	Address	City	St	Zip	PCN	Lien #	Amount
7577	Onagoruwa, Adeniyi & Olusola	5028 Starblaze Dr	Greenacres	FL	33463	18-42-44-35-14-000-4770	2011-07	\$ 112.84
7577	Onagoruwa, Adeniyi & Olusola	5028 Starblaze Dr	Greenacres	FL	33463	18-42-44-35-14-000-4770	2012-05	\$ 161.16
7577	Onagoruwa, Adeniyi	5028 Starblaze Dr	Greenacres	FL	33463	18-42-44-35-14-000-4770	2015-46	\$ 603.91
7668	Morrison, Eric & Nicole	5037 Sabrelina Ter	Greenacres	FL	33463	18-42-44-35-17-100-1100	2016-39	\$ 162.31
7754	Myneni, Nagendra	1071 Woodfield Rd	Greenacres	FL	33415	18-42-44-10-32-350-0350	2016-39	\$ 169.29
7914	Lujan, Jose & Dolores	5426 Sealine Blvd	Greenacres	FL	33463	18-42-44-35-18-000-3450	2008-29	\$ 127.32
7914	Lujan, Jose & Dolores	5426 Sealine Blvd	Greenacres	FL	33463	18-42-44-35-18-000-3450	2013-36	\$ 70.59
7914	Lujan, Jose & Dolo	5426 Sealine Blvd	Greenacres	FL	33463	18-42-44-35-18-000-3450	2015-46	\$ 81.95
8651	Peeples, Steven	1105 Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2009-37	\$ 88.45
8651	Peeples, Steven	1105 Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2010-35	\$ 157.27
8651	Peeples, Steven R Trust	1105 S. Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2011-39	\$ 177.78
8651	Peeples, Steven R Trust	1105 S. Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2012-25	\$ 203.85
8651	Peeples, Steven R Trust	1105 S. Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2013-36	\$ 231.95
8651	Peeples, Steven R Trust	1105 S. Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2014-29	\$ 263.41
8651	Peeples, Steven Ra	1105 S. Jog Rd	Greenacres	FL	33415	18-42-43-27-05-014-0011	2015-46	\$ 313.28
8718	Vsp Holdings Llc,	1116 Pinewood Lake Ct	Greenacres	FL	33415	18-42-44-10-33-600-0600	2016-39	\$ 157.57
8785	Begum, Rayeesa	5834 Erik Way	Greenacres	FL	33463	18-42-44-25-40-010-0010	2016-11	\$ 146.45
8888	Tang, Siu Lim	4402 Cohune Palm Ct	Greenacres	FL	33463	18-42-44-36-36-000-0510	2014-29	\$ 99.04
8888	Tang, Siu Lim	4402 Cohune Palm Ct	Greenacres	FL	33463	18-42-44-36-36-000-0510	2015-46	\$ 172.07
9006	Lyttle, Paul & Bridget	6739 Bulrush Ct	Greenacres	FL	33413	18-42-44-03-10-700-0700	2016-39	\$ 157.57

80 Liens on 28 accounts

Total Amount

\$ 18,103.20



**CITY OF GREENACRES**  
Council Agenda Memo  
2017.04NK2.01

**TO:** Mayor and City Council

**THROUGH:** Andrea McCue, City Manager

**FROM:** James McInnis, Director of Finance

**SUBJECT:** **Resolution 2017-23 - Release of Liens for Solid Waste Collection**

**DATE:** April 10, 2017

**COPIES:** James D. Stokes, City Attorney  
Johanna Cunningham, City Clerk

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**BACKGROUND:**

Section 15-30, City of Greenacres Code, provides for the imposition of liens upon residential properties for the non-payment of City solid waste bills. Section 15-32, City of Greenacres Code, provides for release of the liens when accounts are paid in full.

**ANALYSIS:**

Eighty (80) liens on 28 solid waste accounts totaling \$18,103.20 have been paid in full. The attached resolution 2017-23 releases the 80 liens on 28 accounts.

**FINANCIAL:**

Liens amounting to \$18,103.20 have been paid in full and are proposed for release.

**LEGAL:**

The resolution has been prepared in accordance with applicable City regulations.

**STAFF RECOMMENDATION:**

*Approval of Resolution 2017-23.*

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James McInnis  
Director of Finance

Attachments:

1. Resolution 2017-23
2. Exhibit A

**ORDINANCE NO. 2017-07**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE CITY OF GREENACRES CODE OF ORDINANCES, CHAPTER 7 HEALTH, SANITATION AND NUISANCES, ARTICLE II ENTITLED "PROPERTY MAINTENANCE"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS;** the City Code of Ordinances, Chapter 6 Franchises, Article V Solid Waste, awards a franchise for the exclusive collection and hauling of residential and commercial solid waste within the City of Greenacres; and

**WHEREAS;** the terms, conditions and restrictions of this franchise are contained in an agreement attached to the ordinance as "Exhibit 1"; and

**WHEREAS;** the franchise agreement becomes amended from time to time through the adoption of ordinances by the City Council; and

**WHEREAS;** the City Council of Greenacres finds that certain terms contained within the agreement concerning conditions and restrictions of solid waste and vegetative waste collection should also be contained within Chapter 7 of the City Code for more efficient enforcement; and

**WHEREAS;** the City Council of Greenacres finds that it is in the best interests of the citizens of the City of Greenacres that the provisions of Chapters 7 of the City's Code be amended; and

**WHEREAS;** the City Council of Greenacres finds that the amendments contained within this ordinance will promote the health, safety and welfare of the citizens of Greenacres.

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

**Section 1.**

The City of Greenacres Code of Ordinances, Chapter 7 Health, Sanitation and Nuisances, Article II Property Maintenance, is hereby amended as follows:

\* \* \* \* \*

**ARTICLE II. - PROPERTY MAINTENANCE [\[2\]](#)**

**Sec. 7-26. - Definitions.**

Words, terms and phrases not defined herein shall take the meaning ascribed to them in the City's current Solid Waste Franchise Agreement as authorized by Sec. 6-276 as amended from time to time. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Authorized private receptacle* shall mean a litter, garbage, trash, refuse, or rubbish storage or collection container as required and authorized by this article.

*Bulk trash* shall mean any non-vegetative item, which cannot be containerized, bagged, or bundled; including, but not limited to, domestic appliances, water heaters, bicycles, bathtubs, household goods and furniture.

*Chattel* shall mean personal property as contrasted with real estate.

*Commercial container* shall mean a container, other than a garbage can, or litter, refuse, rubbish, or trash receptacle, which shall be of a design, construction, and location approved by the city.

*Construction and demolition debris (C&D)* shall mean the materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure.

*District* shall mean the South Florida Management District.

*Garbage* shall mean putrescible animal, fruit and vegetable wastes resulting from the handling, preparation, cooking, or consumption of food; any other matter of any nature whatsoever which is subject to decay, putrefaction, and the generation of noxious or offensive gases or odors; and any bottles, cans, or other containers.

*Garbage can* shall mean a metal or plastic can of the type commonly sold as a garbage can of a capacity of not less than ten (10) gallons and not to exceed ~~thirty~~ fifty (350) gallons. The can shall have two (2) handles upon the sides of it or a bail by which it may be lifted, shall have a tight-fitting top, and shall be watertight. A garbage can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle.

*Hazardous waste* shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste, in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

*Litter, garbage, refuse, rubbish* shall mean all other waste material which, if thrown or deposited as prohibited in this article, tends to create a danger to public health, safety, and welfare.

*Private premises* shall mean any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant. "Private premises" shall include any yard, grounds, walk, driveway, porch, steps, vestibule, or mailbox belonging or appurtenant to the dwelling, house, building, or other structure.

*Property* shall mean any property now or hereafter within the city.

*Refuse* shall mean all putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, and dead animals, ~~abandoned automobiles, and solid market and industrial wastes.~~

*Rubbish* shall mean nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, ~~yard clippings, leaves,~~ wood, glass, bedding, crockery, and similar materials.

*Trash* shall mean nonputrescible solid wastes consisting of both combustible and noncombustible wastes such as paper, cardboard, boxes, crates, ~~yard clippings,~~ ~~leaves,~~ wood, glass and similar materials.

*Trash container* shall mean the same as garbage can, as defined above, or any other basket, bag, box, or container, not over ~~thirty~~ fifty (350) gallons capacity, from which trash may be dumped easily without jarring or probing for removal.

*Vegetation* shall mean plant life of any type or form, living or dead.

*Vegetative waste* shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as; tree and shrub material, grass clippings, palm fronds, tree branches and similar other matter.

*Vehicle* shall mean every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

**Sec. 7-27. - Nuisance declared.**

Nuisance is defined as the action of any person or the use of or the activity upon or within any public or private parcel, lot, tract of land or premise within the city ~~for a period~~

~~of time which exceeds fourteen (14) days and~~ which, after a review and investigation by appropriate city officials or other governmental agency, is determined to be in any way offensive or noxious by reason of any or all of the following:

- (1) The casting, throwing, sweeping, placing, depositing, or burial of any litter, garbage, refuse, rubbish, chattel, vegetative waste or trash in any manner other than placing same in a proper disposal facility or place, commercial container, authorized private receptacle, garbage can, or trash container or as otherwise determined in this article; or
- (2) The emission or discharge of any odor, gas, dust, smoke, vibration, or noise; or
- (3) The condition of ill-repair or lack of maintenance of any real property such that such condition is deemed to be unsafe or creates a health, sanitation, or safety hazard; or
- (4) The uncontrolled growth of vegetation or any growth of weeds, grass, or other similar ground cover which exceeds twelve (12) inches in height, or rank vegetable growths which exhale unpleasant or noxious odors, or any vegetation or plant material growth which is conducive to harboring vermin, insects, reptiles, or other wild animal life; or
- (5) The growth of any vegetation, plant material, or tree which might in time of hurricanes or storms cause damage to life or property within the immediate area of such growth; or
- (6) The keeping of animals or fowl in any manner which causes a disturbance, creates an unhealthy or unsanitary condition, or is unsafe for the animals or fowl or to the general public; or



- (7) The presence, accumulation, open storage, or otherwise keeping, of any abandoned, discarded, or unused chattel; or
- (8) The parking, leaving, storing, or possession of any boat, trailer, or parts thereof, which is in a rusted, wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether attended or not, upon any public or private property unless same is completely enclosed within a building or structure and is completely shielded from view from adjoining properties or rights-of-way; or
- (9) The parking, leaving, storing, or possession of any inoperative motor vehicle, or parts thereof, upon any public or private property unless same is completely enclosed within a building or structure and is completely shielded from view from adjoining properties or rights-of-way; or
- (10)The keeping of any building or structure in an unclean or unsanitary condition; or
- (11)The presence, accumulation, storage, or keeping of any debris, building material, or material of any kind on the ground, leaning against any building or structure, or upon the roof or top of any building or structure.

**Sec. 7-28. - Nuisances prohibited.**

No owner, tenant, or occupant of any public or private parcel, lot, tract of land or premise within the city shall keep or maintain or allow to be kept or maintained any such parcel, lot, tract of land, or premise in any manner such that it is detrimental to the health, safety or welfare of the public or in a condition declared a nuisance as set forth in section 7-27.

**Sec. 7-29. - Certain grass areas required.**

All owners, tenants or occupants of a property shall maintain a complete ground cover of lawn grass as required in sections 16-1245, 16-1246, 16-1292, and 16-1311.

**Sec. 7-30. - Lot cleaning required.**

All platted or unplatted lots, parcels and tracts of land lying adjacent to or abutting upon any public street, thoroughfare, private street, private property or occupied property, or within a distance of fifty (50) feet thereof, within the city shall be cleaned of all nuisances as defined in section 7-27, such as dead and dying trees, stumps, roots, obnoxious growth, filth, garbage, trash and debris.

**Sec. 7-31. - Scheduling of lot cleaning.**

All lots, parcels and tracts of land shall be cleaned on a semiannual basis and at such other times during the year as necessary in order not to create a nuisance pursuant to section 7-27.

**Sec. 7-32. - Lot cleaning—Inspection and enforcement.**

All lots, parcels and tracts of land shall be inspected by city code inspectors for compliance with the requirements of this article. The provisions of this article will be enforced pursuant to section 2-72 and section 2-72.1 of this code. For violations where the code enforcement board or special magistrate has issued an order imposing a fine and where the violation presents a serious threat to the public health, safety, and welfare, the city manager or designee shall give notice to the landowner, and if the landowner shall not comply with such notice, the city manager or designee may proceed with such work with all due and convenient expedience, may contract for such work in the name of the city, or may authorize and direct city personnel to carry out such work. The actual

costs incurred by the city for cleaning a property shall be assessed as a city services lien, which takes precedence over other liens.

**Secs. 7-33. - Residential waste collection and disposal.**

1) Garbage and trash

(a) All garbage and trash shall be placed in an approved garbage can, and deposited at curbside for collection no sooner than 3:00 pm the day prior to its scheduled collection and shall be removed no later than 11:00 am of the day after collection.

(b) Garbage cans shall be placed within six (6) feet of the public road, closest accessible public right-of-way, or other such location as agreed to by the city and its franchisee.

(c) In no case shall any residential garbage can and its contents weigh more than fifty (50) pounds when placed for collection and shall not be overflowing so that the lid will not close.

(d) Garbage cans are to be maintained in good condition. Any can having ragged or sharp edges or holes, or being unable to support the weight of its contents, or having any other defect likely to cause bodily injury or in any manner hamper collection of its contents, shall not be emptied by the city franchisee. Such defects shall be corrected or the can replaced at the expense of the owner. In the event a defective residential garbage can does not comply with the above provisions, and after the passage of three (3) consecutive collection days, the can shall be deemed abandoned by its owner and may be removed by the city franchisee.

(e) No garbage can shall be placed or maintained upon or adjacent to any street, sidewalk, parkway, front yard, side yard or other place within the reasonable

view of persons using the public streets or sidewalks, except as allowed by this article for the purposes of collection thereof.

(f) The responsibility for preparation of a residential garbage can and its contents shall rest with the occupant and with the owner of a property. Rupture, damage, overflow or any other cause resulting in the scattering of trash and/or garbage will obligate the occupant to reassemble all of the garbage and provide an undamaged can prior to collection. Any scattered litter, trash or garbage after collection shall be cleaned up by the occupant prior to 11:00 am of the day after collection. The city shall require the owner of a property to comply with these requirements upon a failure of the occupant to do so.

2) Construction and demolition debris (C&D) and bulk trash

(a) Construction and demolition debris from minor home maintenance shall be limited to four (4) cubic yards per collection day per unit. C&D shall be containerized for collection, larger items of C&D may be stacked or bundled with no item weighing more than fifty (50) pounds.

(b) Bulk trash and C&D must be placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the city and its franchisee.

(c) Bulk trash and C&D shall be placed out for collection no sooner than 3:00 pm the day prior to scheduled collection.

(d) After collection any remaining trash or C&D shall be properly cleaned and removed from the collection site by 11:00 am of the day after collection.

(e) Garbage and/or vegetative waste shall not be comingled with C&D or bulk trash.

3) Vegetative waste

(a) Yard or garden wastes shall not be placed for collection within ten (10) feet of any pole connected by wires conducting electricity or guy wires connected to such pole, within ten (10) feet of any traffic control or telephone interface junction panel, within five (5) feet of any wall or fence, or at any other obstruction so as to impede collection, nor shall such wastes be placed upon any paved street or sidewalk in such a manner as to impede vehicular or pedestrian traffic.

(b) All grass clippings, leaves, pine needles and similar small loose items must be bagged or containerized for collection.

(c) Vegetative waste must not exceed six (6) feet in length and no single item shall weigh more than fifty (50) pounds.

(d) Garbage, trash and C&D shall not be comingled with vegetative waste.

(e) Vegetative waste remaining after collection shall be removed from collection site by the occupant by 11:00 am of the day after collection.

#### 4) Enforcement

The City franchisee may tag any garbage, trash or waste that is in violation of this section and such tag shall be considered a code enforcement citation warning per section 2-72.1 of this code. The deadline to comply with this warning is 6:00 am of the day of the next scheduled collection for such garbage, trash or waste.

#### **Sec. 7-34. – 7-40. - Reserved.**

#### **Sec. 7-41 Special wastes collection and disposal.**

(a) The following list of special wastes requires special handling and management and shall not be placed out for residential or commercial collection:

(1)Hazardous waste;

(2) Construction and demolition debris except as per Sec. 7-34(2)(a);

(3) Waste tires, used oil, lead acid batteries, ash residue; and

(4) Automobiles, boats, jet skis, trailers, large vehicle parts or any item with a gasoline engine.

(b) It shall be the joint responsibility of owner, occupant and users to legally dispose of special wastes identified above as provided for in F.S. ch. 403 or other federal, state or local codes.

**Secs. 7-42.—7-50. - Reserved.**

\* \* \* \* \*

**Section 2. 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 3. 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 4. 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 Laws and 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 5. Effective Date**

The provisions of this Ordinance shall become effective immediately upon adoption by City Council.

Passed on the first reading this 17<sup>th</sup> day of April, 2017.

PASSED AND ADOPTED on the second reading this \_\_\_day of \_\_\_, 2017.

Voted

\_\_\_\_\_  
Joel Flores  
Mayor

\_\_\_\_\_( )  
Paula Bousquet  
Deputy Mayor

Attest:

\_\_\_\_\_  
Joanna Cunningham  
City Clerk

\_\_\_\_\_( )  
Lisa Rivera  
Councilwoman, District I

\_\_\_\_\_( )  
Peter Noble  
Councilman, District II

\_\_\_\_\_( )  
Judith Dugo  
Councilwoman, District III

\_\_\_\_\_( )  
Vacant  
Councilperson, District IV

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
James D. Stokes  
City Attorney

**RESIDENTIAL AND COMMERCIAL  
SOLID WASTE  
COLLECTION SERVICES  
FRANCHISE AGREEMENT**

**Between**

**CITY OF GREENACRES**

**And**

**ONYX WASTE SERVICES OF FLORIDA, INC.**

**BID NO. 01-014**

**SOLID WASTE COLLECTION SERVICES**

**FOR**

**THE CITY OF GREENACRES**

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**SOLID WASTE COLLECTION SERVICES  
FRANCHISE AGREEMENT**

**This Agreement** is hereby made and entered into this 28<sup>th</sup> day of August, 2001, between the CITY OF GREENACRES, a municipal corporation, (hereinafter referred to as "City") and ONYX WASTE SERVICES OF FLORIDA, INC., (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

**1. TERM:**

The term of this Agreement shall be for the period beginning October 1, 2001, and expiring September 30, 2006. This Agreement is renewable for a single additional five-year term upon mutual approval of both parties.

**2. DEFINITIONS:**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct that is contrary to federal, state or local law.

- A. Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. Bulk Trash shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash.
- D. City** shall mean the City of Greenacres, Florida.
- E. Collection** shall mean the process whereby solid waste (Garbage, Trash, Bulk Trash), Vegetative Waste or Recyclable Material is removed and transported to a Designated Facility.



- F. Commercial Recycling Collection Service** shall mean the Collection of Recyclable Materials by the Contractor for entities within the City service area that are not serviced by a Residential Recycling Collection Service.
- G. Commercial Solid Waste** shall include any Garbage, Bulk Trash, Trash or Vegetative Waste that is not Residential Solid Waste. Substantial effort shall be made not to commingle Garbage, Trash or Bulk Trash with Vegetative Waste.
- H. Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the City service area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- I. Compactor** shall mean any container that has an all inclusive compaction mechanism(s), whether stationary or mobile.
- J. Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a small amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- K. Container** shall mean and include any container designed or, intended to be, mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- L. Containerized Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recyclable Materials, which also receives Residential Containerized Solid Waste Collection Service, and the delivery of those Recyclable Materials to the Materials Recycling Facility.
- M. Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container (with or without compactor) and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.
- N. Contract** shall mean this Agreement.
- O. Contractor** shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein for the City.
- P. Contract Administrator** shall mean the person designated by the City who shall act as the City's representative during the term of this Agreement. This person shall be the Public Works Administrator, unless otherwise designated in writing by the City Manager of the City.
- Q. County** shall mean Palm Beach County.



- R. Curbside Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from all residential Dwelling Units in the City's service area who receive Curbside Residential Solid Waste Collection Service. This service also includes the delivery of those Recyclable Materials to a Designated Facility.
- S. Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units whose Garbage is collected by means of a garbage can, rollout cart or bag at curbside or roadway.
- T. Designated Facility** shall mean the facility or facilities operated by or licensed by the Solid Waste Authority of Palm Beach County for disposal of solid waste, vegetative waste and recyclable materials.
- U. Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit or Adult Congregate Living Facility (as defined by Florida Statute or Florida Administrative Code).
- V. Fiscal Year** shall mean the period between October 1 of a given year and September 30 of the following year during this Contract.
- W. Garbage** shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Vegetative Waste shall not be commingled with Garbage in the same collection vehicle. Garbage shall not include any material that falls within the definition of Special Waste.
- X. Garbage Can** shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, optionally furnished with a closely fitted top or lid and handle(s). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight. This can or bag is used for curbside pickup. A Garbage Can is also defined as a rollout cart which may be used in the future within the City for curbside service. This cart may be approximately 33 gallons or 65 gallons. A cardboard box may also be used as a Garbage Can, provided the contents do not contain a level of moisture so as to saturate the box and weaken its walls.
- Y. Hazardous Waste** shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- Z. Hotel or Motel** shall mean a structure or building unit(s) capable of being utilized for residential living where such a unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (1987), or its successor law.



- AA. Materials Recycling Facility (MRF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale.
- BB. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- CC. Public Awareness Program** shall mean that program developed by the City to inform and encourage residential and commercial solid waste collection customers to use all solid waste and recycling collection services offered by the City through the Contract. It shall also mean information concerning level of service and changes in scope of service.
- DD. Recyclable Materials** shall mean newspapers (including inserts), aluminum, plastic containers, glass bottles and jars, milk and juice cartons, aseptic containers, corrugated cardboard, brown paper bags, Mixed Paper, tin and ferrous cans, household dry-cell batteries (no wet-cell batteries), and other solid waste materials added by the Authority, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.
- EE. Recycling Container** shall mean a rigid container made of plastic or other suitable substance that is used for the storage of Recyclable Materials.
- FF. Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- GG. Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.
- HH. Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.
- II. Roll-off Collection Service** shall mean the Collection of C&D only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Roll-off Collection Service shall also mean the collection of horticultural or agricultural wastes at horticultural or agricultural nurseries, but only when the customer chooses to use roll-off containers for horticultural or agricultural waste, and horticultural and agricultural waste shall not include any other type of waste, including, but not limited to, Special Waste, Garbage or Recyclable Material.
- JJ. Service Area** shall mean that portion of the incorporated area of the City as described in the City map provided, for which the Contractor has been granted an exclusive franchise.
- KK. Sludge** shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.



- LL. Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.
- MM. Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.
- NN. Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- OO. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- PP. Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste and must not be more than 8 feet in length and must be less than 50 pounds.

3. **SERVICES PROVIDED BY CONTRACTOR:** Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the City's service area. The right to provide such Collection Services in the City's service area shall be exclusive to the Contractor. The City will be responsible for the billing and collection of payments for the Residential Solid Waste Collection Service and the Residential Recycling Collection Service. No disposal costs are to be billed to residential customers by the City since they are billed on the tax bills by the Authority.

The Contractor shall provide mandatory Containerized Residential Solid Waste Collection Services and Containerized Residential Recycling Collection Service in the City's service area. The right to provide such Collection Services in the City's service area shall be exclusive to the Contractor. The City will be responsible for the billing and collection of payments for the Containerized Residential Solid Waste Collection Service and the Containerized Residential Recycling Collection Service. No disposal costs are to be billed to residential customers by the Contractor since they are billed on the tax bills by the Authority.

The Contractor shall provide mandatory Commercial Solid Waste Collection Services in the City's service area, which service can consist of containers or compactors and shall be an exclusive right



to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Solid Waste Authority or its designee.

Roll-off Collection Services shall not be exclusive to the Contractor. Notwithstanding any other provision of this Agreement, Collection of waste contained in roll-off containers shall be excluded from this agreement. Any collection hauler, properly licensed or registered with the Building Division of the City, shall be authorized to compete for Roll-off Collection Services and rental of roll-off containers within the City.

The Contractor shall provide Commercial Recycling Collection Services in the City service area upon request by the Customer or the City, or through the solicitation efforts of the Contractor. Commercial Recycling Collection Services are not exclusive to the Contractor in the City service area.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling firms providing recycling services to customers in the City's service area.

#### 4. **SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:**

**A. Curbside Residential Solid Waste and Curbside Vegetative Waste Collection Services:** The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4A and shall continue until such time as the Contract is terminated.

**1. Conditions and Frequency of Service:** All Curbside Residential Solid Waste and Curbside Residential Vegetative Waste shall be properly containerized or otherwise prepared for collection. Vegetative Waste shall be separated from Residential Solid Waste. All Curbside Residential Solid Waste Collection Service, except for permitted holidays, shall be provided twice per week, unless options of service (Exhibit II) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Vegetative Waste must be placed curbside at an accessible pick-up location. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, the Contractor shall separate the Residential Solid Waste from the Vegetative Waste and collect the materials separately. Vacant lots will be serviced at no additional charge.

Vegetative Waste, Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair will be collected curbside, a minimum of one time per week.. C&D may include, but is not limited to, drywall, lumber, fencing, roofing material, concrete blocks and paneling. Collection of C&D shall be limited to no more than 4 cubic yards per collection per dwelling unit. In the event Bulk Trash contains Chlorofluorocarbons (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Solid Waste Authority landfill or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item. Vegetation shall be collected on the Vegetative Waste service day. Vacant lots shall be serviced at no additional charge.



2. **Accessibility:** The edge of all Residential Solid Waste and Vegetative Waste to be collected Curbside must be placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, the edge of all Residential Solid Waste and Vegetative Waste to be collected shall be within two (2) feet of the sidewalk.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste or Vegetative Waste to curbside and this is certified by the Contract Administrator, or the residential structure is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up.

- B. **Containerized Residential Solid Waste Collection Services:** The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive three times per week Collection service, as required, at an additional cost to the customer. The size and location of the Container and frequency of collection (more than the minimum of twice per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. In case of an unresolved dispute, the Contract Administrator shall resolve such issue. Any service requested by the residential complex above three times per week, shall also be paid in accordance with the "commercial solid waste collection" rates in Exhibit I.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator. In the event Bulk Trash contains Chloroflorocarbons (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Solid Waste Authority landfill or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

1. **Conditions and Frequency of Service:** A minimum of twice a week service is required of all customers, or such other minimum frequency as provided by law. As an exception, those customers using a mechanical container with a compactor may be serviced no less than once per week. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two cubic yards per week of waste, alternate non-mechanical Containers may be utilized. The size of the Container and the frequency (above the minimum) of collection shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. The Contractor shall provide Containers as necessary; however, customers may rent from other sources or own



their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. In the event the Contractor provides the Container, the Container shall be maintained in good condition. Disputes over replacement or repair of the containers between the contractor and the customer shall be resolved by the Contract Administrator or his designated representative. All Residential Solid Waste shall be placed in a Container or acceptable other Garbage Can. Vegetative Waste shall not be commingled with Garbage. Where Garbage Cans are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container or Compactor damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days. All containers and compactors provided by the Contractor shall be in good condition. The Contractor shall have a regularly scheduled replacement program for all containers to ensure containers are in good condition. The Contractor shall replace any container reported as in poor condition by the customer within five (5) business days. All containers and compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of container.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the Contractor and the customer.

C. **Commercial Solid Waste Collection Service:** The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area, except Special Waste. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of twice a week service is required of all customers with food or other such putrescible wastes or from businesses generating or selling food, or such other minimum frequency as provided by law. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, alternate non-mechanical Containers may be utilized (e.g., Garbage Can(s)). Commercial Customers utilizing a garbage can, or a 95 gallon or smaller Container, shall be charged the monthly Residential Curbside Collection rate, as set out in Exhibit I plus the cost of disposal. The size of the Container, and the frequency of collection shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. The Contractor shall provide Containers as necessary, however, customers may rent from other sources or own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. In the event the Contractor provides the Container, the Container shall be in good condition. Disputes over replacement or repair of contractor-owned containers between the Contractor and customer shall be resolved by the Contract Administrator or his designated representative. All Commercial Solid Waste shall be placed in a Container, Compactor or acceptable



other Garbage Can. Vegetative Waste shall not be commingled with Garbage. Where Garbage Cans are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Any Container or Compactor damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage, and not less than once per week.

All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the Contractor and the customer.
3. **Level, Type and Disclosure of Rates for Commercial Collection and Other Services:**
  - a. **Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit I or as otherwise allowed by this Agreement. A written Agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The terms and conditions of such Agreement shall be in compliance with all provisions of this franchise Agreement and the term shall not extend beyond the term of this Agreement as stated in Section 1. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an Agreement, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit I. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal-tipping fees, special service fees and Container rental charges except as otherwise provided in this Agreement.
  - b. **Disclosure:** By October 1<sup>st</sup> of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement, with a copy sent to the City, including the following language:



**"REGULATION BY THE CITY OF GREENACRES"**

The terms and conditions of this Commercial Solid Waste Collection Service Agreement are regulated by a franchise granted by the City of Greenacres. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Contract Administrator at 642-2071.

**"COMMERCIAL COLLECTION CONTAINERS"**

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the rental rate as approved by the City. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at the cost of the Contractor.

**"SPECIAL SERVICES"**

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its' own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the City at Exhibit 1. A copy of these rates can be obtained from the Contractor or Contract Administrator.

**"RATES FOR SERVICE"**

October 1, (year) - September 30, (year)

Name of Contractor	Name and Address of Customer

**The total RATES for this Commercial Solid Waste Collection Service are as follows:**

Number of Containers	Size	Frequency	Type	Collection Cost	Disposal Cost	Special Service	Container Rental	Total

Total Monthly Cost:

THESE SERVICES ARE PROVIDED UNDER A FRANCHISE AGREEMENT REGULATED BY THE CITY OF GREENACRES. SHOULD YOU HAVE ANY QUESTIONS RELATING TO THESE RATES, PLEASE CALL THE CONTRACT ADMINISTRATOR AT 642-2071.



The "RATES FOR SERVICE" statement above shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of container and frequency of service; TYPE indicating whether the Container is for Solid Waste, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER AND AUTHORIZED BY THE CITY. The notification shall specify the size of container and frequency of collection of each container for each business. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distributing to the customer. Such sample shall be provided to the Contract Administrator by August 15 of each year and the Contract Administrator shall provide comments/approval to the Contractor by August 31 of each year.

- D. Method of Payment:** The City or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. Payments from the City to the Contractor will be due and paid monthly in arrears, no later than 20 calendar days following the end of each service month. The initial collection rate per unit per month shall be as set out in Exhibit I. This rate shall be adjusted in subsequent years in accordance with the Payment Adjustment Schedule (Exhibit II). All payments by the City shall be reduced by franchise fees as provided in section 6 F of this Agreement.
- E. Hours of Collection:** Residential and Commercial Solid Waste Collection Service shall be provided between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday. Extended times for extraordinary circumstances or conditions shall have the prior consent of the Contract Administrator.
- F. Routes and Schedules:** For Residential Solid Waste Collection Service, the Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. If any changes in the Collection routes occur, then the Contract Administrator shall be immediately notified in writing for approval, not less than three weeks prior to change. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the Contractor shall immediately notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the City. Notification of day changes for Curbside Residential customers shall be by door hanger, and Container Residential and Commercial customers shall be by flyer, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the City and the customer. Notification includes any day changes to the customer prior to the beginning of this Agreement on October 1, 2001. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change.
- 5. RECYCLING COLLECTION SERVICE:** The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The City or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the City or its designee.



**A. Curbside Residential Recycling Collection Services** will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week, unless otherwise specified by the City, on a scheduled route basis that shall coincide with one of the two regularly scheduled solid waste collection days.
- 2. Accessibility for and Manner of Curbside Recycling Collection:** All Recyclable Materials to be collected shall be in a Recycling Container, with the exception of cardboard and/or paper bag, and shall be placed within six (6) feet of the curb; paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, bags, bundles, or flattened cardboard, as the customer sets out. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. Where the resident is physically unable to deliver Recyclable Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up.
- 3. Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers as procured by and supplied by the Contractor to each unit that is to receive Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the City upon delivery to the customer. Each curbside residential recycling customer shall be provided two plastic containers, each approximately 18 gallons in size. One shall be blue in color and one yellow in color. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

**B. Containerized Residential Recycling Collection Service** will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide this service to Dwelling Units as are designated by the City that are located in the Service Area. This service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below.

For containerized residential solid waste customers, containers shall be provided by the franchise contractor at no additional charge to the customer or the City. For those residential complexes served by ten (10) cubic yard dumpster containers or smaller, there shall be two 95 gallon plastic rollout containers provided within reasonable proximity of each dumpster. One shall be yellow in color and one shall



be blue in color. For new containerized residential solid waste customers complexes with compactors that have ten (10) cubic yard capacity or more, the contractor shall provide one 20 cubic yard or larger roll off container with two compartments (one for paper and cardboard, and one for bottles, cans and plastics) that shall be located at each residential complex at a site mutually agreeable to the complex owner and Contractor. For residential complexes in excess of 350 dwelling units, a second or additional container shall be required for each 350 dwelling units or fraction thereof.

All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. Any Container or Recycling Container damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days. Any Container or Recycling Container needing replacement, as requested by the customer or the City, shall be replaced within five (5) business days.

2. **Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recyclable Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recyclable Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple residential complex or development being serviced) and by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (such as a 95-gallon Container), an alternate, larger Container shall be provided by the Contractor, upon agreement by the customer and the City. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pickup.

- C. **Commercial Recycling Collection Service:** Contractor shall have the non-exclusive right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.

1. **Conditions and Frequency of Service:** The Contractor shall provide Commercial Recycling Collection Services to all business or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or designee. The size and frequency of service of the Container designated for Recyclable Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of recyclable materials generated by the customer. The Contractor shall provide Containers as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. A Compactor may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance.



Compactor frequency of collection shall be sufficient to contain the waste without spillage. All Commercial Recyclable Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container.

Recyclable Material shall not be commingled with other solid waste. Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container or Recycling Container damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days.

2. **Level and Type for Commercial Recycling Collection and Other Services:** A written Agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The terms and conditions of such Agreement shall be in compliance with all provisions of this franchise Agreement. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an Agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement.
3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recyclable Materials retains ownership of those materials until he or she donates or sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a person or entity engaged in the business of recycling, whether for profit or nonprofit, from accepting and transporting commercially generated, source separated Recyclable Materials from such commercial generator. Provided however, that such activities are subject to applicable state and local public health and safety laws, and provided that the transporter must report such information to the City as may be necessary for the documentation of state mandated recycling or reduction goals.

- D. Method of Payment:** The City or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service. Payments from the City to the Contractor will be due and paid in arrears no later than 20 calendar days following the end of each service month. The initial collection rate per unit per month shall be as set out in Exhibit I. This rate shall be adjusted in subsequent years in accordance with Section 6 and Exhibit II.

The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit I. The rates set out in Exhibit I shall be adjusted in subsequent years in accordance with the Payment Adjustment Schedule (Exhibit II).



- E. Hours of Collection:** Recycling Collection Service shall be conducted between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday.
- F. Routes and Schedules:** The Contractor shall provide and keep current with the Contract Administrator or his designee, in a format acceptable to the Contract Administrator, an up-to-date route schedule map for all Residential Recycling Collection Service routes. The Contractor shall immediately notify the Contract Administrator in writing of any change in any route schedule for approval by the Contract Administrator three weeks prior to change. In the event of a permanent change in a route or schedule that will alter the pick-up day, the Contractor shall immediately notify the affected customer in writing or other method approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the City. Notification of day changes for Curbside Residential customers shall be by door hanger, Container Residential and Commercial customers by flyer, unless otherwise approved by the Contract Administrator, distributed by the Contractor at no cost to the City and the customer. Notification includes any day changes to the customer prior to the beginning of this Agreement on October 1, 2001. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change.
- G. Replacement of Recycling Containers for Residential Dwelling Units:**
1. The Contractor will replace at his expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or his employees. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Contractor. The cost of replacement containers are a cost of doing business for the Contractor. The Contractor shall replace the Recycling Container within five (5) business days of request by the customer or the City.
  2. The Contractor will distribute to the customer, replacement Recycling Containers or Containers that are lost or damaged by the occupant of a Dwelling Unit. The Contractor may bill the City for subsequent billing to the customer if more than one replacement is required within the same fiscal year. The Contractor shall replace the Recycling Container or Containers within five (5) business days of the request by the customer or the City.
  3. The Contractor shall promptly deliver replacement Recycling Containers, or Containers damaged by its employees, or when notified by the Contract Administrator, or his designee, or the occupant of a Dwelling Unit where a Recycling Container or Container is damaged or missing, and shall monthly report all such replacements to the City. The Contractor shall also promptly deliver Recycling Containers or Containers as requested by the City on behalf of the residential customers for new residential customers within five (5) business days of the request by the customer or the City.
- H. Manner of Collection:** The Contractor shall collect Recyclable Materials with as little disturbance as possible and shall leave the Recycling Container or Container housing Recyclable Materials at the same point it was collected. To be eligible for Curbside Residential Recycling Collection Service, Recyclable Materials must be put in a Recycling Container or paper bag and placed at the usual accessible pick-up location for Curbside



Residential Solid Waste Collection. All Recyclable Materials set out by the customer that meet these criteria shall be collected. In the event the customer places Solid Waste in the Recycling Container(s) or Container(s), the Contractor must collect all Recyclable Materials and leave the Solid Waste in the Recycling Container(s) or Container(s). The Contractor must then place a contamination sticker advising the customer of the reason the Solid Waste was not picked up on the Recycling Container(s) or Container(s).

- I. **Material Recycling Facility:** The Contractor shall deliver all Recyclable Materials collected from the Service Area to the Authority or a facility designated, in writing, by the Contract Administrator.
- J. **Change in Scope of Recycling Collection Service:** From time to time, at the sole option of the City, it may be necessary to modify the scope of Recyclable Materials that will be included in Recycling Collection Service. Should this occur, the City and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modifications.

6. **CHARGES, RATES AND LEVEL OF SERVICES:**

- A. **Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services, the charges shall be initially based on the rates established in Exhibit I, and as subsequently adjusted pursuant to this Agreement. The Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Residential Recycling Collection Service, and Commercial Solid Waste Collection Service rates. The adjustment shall be made to the combined category of Residential Solid Waste Collection Service and to Residential Recycling Collection Service and, separately to the category of Commercial Solid Waste Collection Service. At the end of the first year, and each subsequent year, the collection portion of the rates in this Agreement shall be adjusted solely based on the change in the Consumer Price Index ("CPI") for the Miami-Fort Lauderdale area, all urban Consumers from June of the prior year, to June of the current year, not to exceed 3% in any one year. The adjustments shall be made as set out in Exhibit II. Annual rate adjustments shall be effective the following October 1.

- B. **City of Greenacres Obligation - Billing, Collection, and Payments:**

- 1. The City will be responsible for the billing and collection of payments for those units included in the City's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The City shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from customers for such service. Payments from the City to the Contractor will be due and paid no later than 20 calendar days following the end of each service month.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the City shall provide to the Contractor the estimated total number of units to be serviced. Thereafter and for the duration of this Agreement, the City shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted monthly for the following month. For example,



the unit count as of October 31 shall be used to compute the payment for November. The unit count on November 30 shall be used for the payment for December, and so forth. New Dwelling Units, which are added for service during a month, will be added to the customer service list and payment will be rendered the following month. Payment shall not be prorated based upon the day of Certificate of Occupancy nor verification of the beginning of actual service for the first month of service. The payments from the City to the Contractor for units added by Certificate of Occupancy are paid the first full month following the month in which the Certificate of Occupancy is issued.

2. The City reserves the right to correct any errors of omission or commission per the laws and rules that govern the City. Upon determination of any underpayment or overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.
- C. **Solid Waste Disposal Costs:** Collection service costs and solid waste disposal costs shall be treated separately for the solid waste Collection services being provided pursuant to this Contract. The Contractor's payments for Collection are set out in Exhibit I. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit I. Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential dwelling unit as determined by the Authority and as calculated in Exhibit I. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Solid Waste Authority for all solid waste disposal costs incurred for disposing of all solid waste at the Authority facilities except for the portion of disposal costs, which have been separately assessed by the Authority on the property tax bills of the customer.
- D. **Extraordinary Rate Adjustment:** The Contractor may petition the City no more often than once annually, as part of the rate adjustment process, for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. Such petition must be received by the City not later than July 31 of each year to be effective October 1. Petitions received after July 31 shall be considered for the following year rate adjustment. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City Council may approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and the receipt of all other additional information required by the City.
- E. **Administrative Fee:** To compensate the City for the cost of administration, billing, supervision, code enforcement activities, and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the City a monthly administrative fee of \$0.36 per residential curbside unit served or \$0.18 per residential consolidated unit served. These amounts shall be deducted from the City's monthly payment to the franchise contractor.
- F. **Franchise Fee:** To compensate the City for the exclusive right given to the Contractor to service residential and commercial accounts, the Contractor shall pay to the City a monthly



franchise fee of 5% of gross revenue for residential units and commercial customers. The City shall deduct the 5% franchise fee from the monthly payment for residential customers being made to the franchise contractor. The franchise contractor shall remit the 5% franchise fee on gross commercial revenue collected on a monthly basis not later than twenty (20) calendar days after the last day of each calendar service month. Franchise fees shall not be applied to commercial tipping fee disposal revenue.

**G. Government Container Services:** The City of Greenacres shall receive collection services for its City facilities at no charge from the franchise contractor. The City currently has six dumpster containers located on its property as follows:

City Hall:	2 cu yd @ 2 X week
Public Safety:	6 cu yd @ 2 X week
Community Hall:	6 cu yd @ 3 X week
Community Center:	2 cu yd @ 2 X week
Trades – 301 Swain:	2 cu yd @ 2 X week
Ira Van Bullock Park :	4 cu yd @ 2 X week

The City currently has additional facilities under construction at Public Safety Station #2 and Pinehurst Park, which will increase the number of City government collection sites. The new containers will be installed at these two sites in accordance with the following:

P.S. Station #2.....	2 cu yd @ 2 X week (June 1, 2002)
Pinehurst Park.....	6 cu yd @ 2 X week (October 1, 2001)

From time to time the size and frequency of pickup of such containers may be changed due to volume of usage.

It is the intent of this franchise to have the above free container collection service for all City government facilities, and, add up to 5 additional free dumpster containers over the eight (8) described above for other facilities during the life of the contract at no cost..

**H. Special Event Contributions:** The City presently desires to receive free cardboard receptacle containers and collection service at all City-sponsored special events provided at no charge up to \$3,000 per year in value. It is the intent of this franchise to receive this \$3,000 worth of containers and service for special events.

7. **HOLIDAYS:** The Contractor shall not be required to collect Commercial Solid Waste, Commercial Recycling, Residential Solid Waste, Vegetative Waste and Residential Recyclable Material or maintain office hours on Thanksgiving Day and Christmas Day. The Contractor shall provide all services on New Year's Day. Residential Solid Waste, Recyclable Material and Vegetative Waste not collected on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. The Contractor shall not be required to maintain office hours on Labor Day, Independence Day, and New Year's Day, but shall provide collection services. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide for operations personnel to accept calls from the City and the Contractor's customers.
8. **SPECIAL SERVICES:** Rates charged for Special Services are limited to container roll-out rates for non-contractor owned containers as listed in Exhibit I. No other special service fees shall be billed, rather they are considered a cost of doing business and are included in the fee structure bid for all residential and commercial categories of customers.



9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the City with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the City. Additionally, it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recyclable Material or solid waste as specified within this Contract to the City Contract Administrator.

The Commercial Recycling customer will also be notified by the City through the Contractor about special commercial recycling events, workshops, educational forums, and symposiums and other activities, as needed.

10. **MANNER OF COLLECTION:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recyclable Materials and Commercial Solid Waste, Recycling and Vegetative Waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Any Solid Waste Container or Recycling Container damaged by the Contractor will be replaced by the Contractor within five (5) business days at no cost to the customer, unless otherwise provided within this Agreement. The replacement must be similar in style, material, quality and capacity. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly re-place the Container, Recycling Container and Garbage Can to the point of collection.

11. **PERSONNEL OF THE CONTRACTOR:**

- A. Contractor shall at all times assign a qualified person or persons to be in charge of the operations within the service area and shall provide the name(s) and phone numbers of the person(s) to the Contract Administrator.

The Contractor shall designate one (1) person to physically visit the City Contract Administrator each workday to service delivery and performance issues with the Contract Administrator. The Contractor shall provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors. Any damage shall be repaired within five (5) business days.

- B. Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name during operations. All employees must have an employee identification card with picture identification in their possession at all times while performing duties under this contract.
- C. Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
- D. Contractor's name, vehicle number, and office telephone number shall be properly displayed on all solid waste and recycling collection vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recyclable Material shall be clearly identified for that purpose.
- E. The Contractor shall provide operating and safety training for all personnel.



- F. Contractor's employees shall treat all customers in a polite and courteous manner.
- G. The Contractor shall provide emergency contact numbers for all key personnel for contact twenty-four hours a day, seven days a week.
12. **SPILLAGE:** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all solid waste, vegetative waste and recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the City or the customer within four (4) hours of notification by the Contract Administrator or his designee unless otherwise specified within this Agreement.

Spillage under 50 gallons shall be reported to the Contract Administrator and cleaned according to City standards below. Spillage over 50 gallons shall be immediately reported to the Department of Public Safety at (561) 642-2157 and then to the Contract Administrator, and the Palm Beach County Health Department. This larger spillage will be cleaned according to City standards below.

- Clean all debris from the roadway or affected area and place in Contractor vehicle. Do not merely move material by broom or water, flushing to side of roadway.
  - Place oil dry on all affected areas.
  - Compact oil dry onto affected area to inhibit absorption into the pavement.
  - Remove all contaminated material and dispose of according to Authority guidelines.
  - If spillage is on asphalt blacktop pavement, place powdered Portland cement on affected areas to retard emulsification process.
13. **SOLID WASTE AND MATERIAL RECYCLING FACILITIES:** All Residential Solid Waste, Commercial Solid Waste, Vegetative Waste and Residential Recyclable Material shall be hauled to the facilities operated by or licensed by the Authority.

In the event that a load of Recyclable Materials delivered to the designated facility contains more than 3.5%, by weight of the total load, material which is not Recyclable Material or that there is more than 3.5% paper products within the other commingled Recyclable Material or visa versa, the Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the satisfaction of the customer. In no event will this cost be passed on to the City. In the event of a dispute, the Contract Administrator will determine whether the Contractor or the customer will absorb the disposal fee. It is the responsibility of the Contractor to notify the City of any customer who has on more than three occasions contaminated the Recyclable Materials.

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract



Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recycling Materials collection equipment shall be a dual compartment equipment (one compartment for paper products; one compartment for other Recyclable Material), separate trucks or other equipment that meets industry standards and is approved by the Contract Administrator, and must be compatible for unloading at the designated MRF or transfer station. In the event a compacting vehicle is used for the collection of Recyclable Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recyclable Materials to avoid glass breakage. Equipment utilized for the collection of Recyclable Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment that can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. All vehicular equipment used by the Contractor in the performance of this contract shall be not older than five years of age at any time when in use conducting the services required in this Contract.

15. **VEGETATIVE WASTE:** All Vegetative Waste shall be collected separately from Residential Solid Waste, Commercial Solid Waste and Recyclable Materials. All grass clippings, leaves, pine needles or other similar loose waste shall be bagged or containerized, otherwise, Vegetative Waste must be no more than six (6) feet in length, with the exception of palm fronds and Christmas trees, and under 50 pounds per piece and placed neatly at the curb.
16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.
17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office within Palm Beach County, Florida where complaints shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall have responsible persons in charge during collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday (unless other hours are agreed to by the Contract Administrator). The Contractor shall provide a fax machine and computer to receive complaints from the City. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following business day. The Contractor shall provide a contact person for the City to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of City direction or situations requiring immediate attention. An Equipment Yard must be established within Palm Beach County, Florida. Equipment Yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide services required by this agreement.
18. **COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media at least daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved within twenty-four (24) hours after it is received by the Contractor. When the



complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than the next regular working day. If a complaint cannot be resolved within twenty-four (24) hours, the Contract Administrator shall be notified. Complaints received by Contractor from the public shall be forwarded to the Contract Administrator within four (4) hours.

The Contractor shall assign one (1) field supervisor to physically visit the City Contract Administrator each workday to remedy complaints and coordinate daily services with the Contract Administrator.

19. **QUALITY OF PERFORMANCE OF CONTRACTOR:** It is the intent of this franchise to ensure that the franchisee provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the Contract Administrator (or such other official of the City as shall be designated by the City Manager), or his designee, and reported to the franchisee shall be promptly resolved pursuant to the provisions of Section 18 of this franchise. In the event legitimate complaints, as determined by the Contract Administrator (or his designee), shall exceed two percent (2%) of the total customers within the City served by the franchisee during any City fiscal year, or one-half of one percent (.5%) of the total residential customers billed by the City during any one (1) calendar month, the Contract Administrator shall levy an administrative charge of Two Hundred Dollars (\$200.00) per incident which exceed either or both thresholds above for those actions related to services as listed within this franchise including:

- a. Commingling Garbage and Trash Solid Waste with Vegetative Waste and/or Recyclable Materials, except as provided for in section 4 A1, herein.
- b. Damaged container not replaced within five (5) days.
- c. Throwing of garbage cans or recycling containers.
- d. Failure to repair damage of customer property.
- e. Failure to collect recyclable materials, solid waste or vegetative waste on schedule.
- f. Failure to replace garbage cans, containers, and recycling containers at the point of collection.

A complaint not resolved within 24 hours, unless otherwise provided in this Agreement shall count as two complaints.

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement at Two Hundred Dollars (\$200.00) per day per incident without regard to the percentage of customer complaints including:

1. Failure to provide clean, safe, sanitary equipment.
2. Failure to maintain office hours as required.
3. Operator not licensed.
4. Failure to provide documents and reports in a timely and accurate manner.
5. Damaged container not replaced within five business days.
6. Failure to clean spillage other than the cleanup required by the Palm Beach County Health Department, as provided below.
7. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, to include damage to dumpster enclosures or creating holes on customer's property through use of clam trucks, within five (5) business days of notification by the Contract Administrator.
8. Failure to cover materials on collection vehicle(s).
9. Collection employees out of uniform.



10. Name and phone number, truck number, and if applicable, size not displayed on equipment or Containers.
11. Not providing schedules and route maps.
12. Speeding, upon conviction.
13. Using improper truck to service commercial or residential customer.
14. Failure to submit disclosure notice to either customer or Contract Administrator.
15. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the City, for the purpose of tracking and verifying countywide recycling activity.
16. Failure to collect recyclable materials, solid waste or vegetative waste on schedule for any customer who has been missed more than five times per Fiscal Year.
17. Failure to respond to customer calls, including commercial recycling and solid waste collection service customers, and residential containerized residential solid waste and recycling collection service customers, in a timely and appropriate manner.
18. Failure to place a contamination sticker in Recycling Containers, as necessary.
19. Failure to replace or provide Containers or Recycling Container(s) within five (5) business days.
20. Failure to submit any report to the City as required by this franchise agreement.
21. Failure to tag any trash that is non-compliant with material accepted for disposal by the Authority.
22. Failure to properly tag any category of solid waste, to include, garbage, trash, bulk trash, or vegetative waste as material not acceptable for disposal by facilities operated or licensed by the Authority.

Changing routes without proper notification will result in a Two Thousand Dollar (\$2,000.00) fine per incident.

Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in a Two Thousand Five Hundred Dollar (\$2,500.00) fine per day, per incident.

Failure to deliver any Commercial or Residential Solid Waste, Vegetative Waste or Recyclable Materials to the Authority or another facility directed by the Contract Administrator will result in the following penalties:

1. First offense, One Thousand Dollar (\$1,000.00) fine
2. Second offense, Two Thousand Five Hundred Dollar (\$2,500.00) fine
3. Third offense, loss of franchise

Failure to complete, either partially or totally, a route on the regular scheduled pick-up day shall be a fine of One Thousand Dollars (\$1,000) for each route per day not completed. In the event this fine is levied, it shall supercede fines defined in paragraph 19 e. above for the same incident.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this



Agreement and shall, at the end of each month during the term of this Agreement, notify the Contractor and the City, in writing, of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the City Manager and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City Manager will be final.

**20. FILING OF REQUESTED INFORMATION AND DOCUMENTS:**

- A. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to solid waste collection and recycling collection services that is requested by the City. The results of all recycling activity conducted by the Contractor in the Service Areas during each month, whether residential or commercial, shall be reported accurately to the City, in a format and with such dates as specified by the City, on or before the 10<sup>th</sup> day of the following month.
- B. The Contractor shall provide to the Director of Finance of the City not later than December 31 of each year, such information for the prior fiscal year required to allow correct calculation of information required to comply with Florida State Statutes 403.7049 and Florida Administrative Code 62-708, as amended in order to publish the annual Notice of Full Cost Accounting for Solid Waste.
- C. The Contractor shall file and keep current with the City all documents and reports required by this Agreement. By September 1<sup>st</sup> of each year this Agreement is in effect, the Contractor shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedule and maps, drivers license certifications, and list of collection equipment vehicles, are current and on file with the City. Route maps shall be provided in a format as provided by the City.
- D. Failure to file any document or report within five (5) business days of the required filing date, except where granted an extension by the Contract Administrator, may result in the levy of an administrative fine as provided in Section 19.

- 21. NATURAL DISASTERS:** In the event of a hurricane, tornado, major storm or other natural disaster, the Contract Administrator may grant the Contractor a variance from regular routes and schedules. As soon as practicable after such natural disaster, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules will be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The cleanup from some natural disasters may require that the Contractor procure additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. The Contractor shall receive extra compensation above the normal compensation contained in this Agreement to cover the costs to include rental equipment, additional personnel, overtime hours, and other documented expenses provided the Contractor has first secured written authorization and approval from the Contract Administrator prior to the work being performed. All such costs shall be audited by the City's Contract Administrator and Director of Finance prior to payment.



During the month of February each year, the Contract Administrator will review the City's current disaster preparedness plan with the franchisee to coordinate the activities of the franchisee in the event of a natural disaster. By April 15, 2002, the franchisee is required to provide a disaster preparedness plan to the Contract Administrator for review and approval. This plan shall include provisions for additional manpower and equipment to be provided within twenty-four (24) hours of a declared emergency by the Mayor or City Manager and will establish a reasonable verifiable rate for collection in the event of a natural disaster to be compensated by the City not to exceed one and one-half (1 ½) times the rates listed in the franchise. In the event that excess work resulting from a natural disaster is compensated by the Federal Emergency Management Agency, or any other local, state or federal agency, the extra compensation shall be subject to such agency's approval. The franchisee shall update the natural disaster plan by April 15 of each year of the term of the franchise for the Contract Administrator's review and approval.

22. **UNCONTROLLABLE CIRCUMSTANCES:** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable if the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

23. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change.
24. **PERFORMANCE BOND:** The Contractor shall furnish to the City a performance bond, executed by a surety company licensed to do business in the State of Florida, and/or a clean irrevocable letter of credit issued by a bank within Palm Beach County, Florida to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit III. The clean irrevocable letter of credit or bond provided hereunder may be substituted for the other upon approval by the City. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to the City Attorney and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the City, a municipal corporation of the State of Florida, to provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the City. Current performance bonds evidencing required coverage must be on file at all times.
25. **EMPLOYEE WAGES AND BENEFITS:** The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect.



26. **INSURANCE:**

- A. **Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's

Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$1,000,000.00 aggregate by disease.

- B. **Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with a company acceptable to the City and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain a \$5,000,000.00 umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the City, a municipal corporation in the State of Florida, as an additional insured as its interests may appear: and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the City. Current certificates of insurance evidencing required coverage must be on file with the City at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless City under the provisions of Section 27 of this Agreement.

27. **INDEMNIFICATION:** The Contractor will indemnify, defend and hold the City harmless from any and all liabilities, losses or damages the City may suffer as a result of claims, demands, costs or judgments against the City arising out of the wrongful acts or omission of the Contractor or its employees. Said liabilities, losses, damages, claims, demands, costs or judgment arise directly out of the matters that are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the City harmless for any act, omission, negligence or other liability to the extent caused by the sole negligence of the City or any one of its employees or agents.
28. **ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County, Florida adequate records of the solid waste collection and/or recycling services during the Fiscal Year and for one year following the end of each Fiscal Year of the Contract. The City or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice.
29. **POINT OF CONTACT:** Any dealing, contact, notice etc. shall be directed by the Contractor to the Contract Administrator.

30. **NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As to the City:**

**City of Greenacres  
Attention: Contract Administrator, Public Works Administrator  
5985 Tenth Avenue North  
Greenacres, Florida 33463**

**With a copy to the City Attorney**

**City of Greenacres  
Attention: City Attorney  
5985 Tenth Avenue North  
Greenacres, Florida 33463**

**As to the Contractor:**

**Mr. William (Billy) Dietrich  
Director of Special Projects/Municipal Marketing  
Onyx Waste Services of Florida, Inc.  
1605 Main Street, Suite 904  
Sarasota, FL 34326**

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is deemed not acceptable notice.



**31. DEFAULT OF CONTRACT:**

- A. The City may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:
1. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the re-adjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
  2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
  3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
  4. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from City to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- B. However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide collection service for a period of five (5) consecutive scheduled working days, the City may secure the Contractor's billing records (at the request of the City, the Contractor shall provide such records) on the sixth working day in order to



provide interim Contract collection services until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) working days all liability of the City under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the City.

- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of City and regardless of whether Contractor has corrected each individual condition of default, Contractor shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively, shall constitute a condition of irredeemable default. The City shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, City may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement.
- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in City's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the City all direct and indirect costs of providing interim collection service.

32. **PUBLIC WELFARE:** The City shall have the power to make changes in, or to impose new and reasonable rules and regulations on, the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare. Provided, however, that any such rule or regulation shall be delivered to and receipted for by the Contractor, or if the Contractor is a corporation, by an officer thereof. The City shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Agreement between the City and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.



33. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
34. **TITLE TO WASTE AND COLLECTION CONTAINER EQUIPMENT:**
- a. **Title To Waste:** The City shall at all times hold title and ownership to all Commercial and Residential Solid Waste, Vegetative Waste, Trash, Recyclable Material (except commercial recyclable material) and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.
  - b. **Title to Collection Containers:** Title of all collection and recycling containers of 95 gallons or smaller size shall pass to the City upon delivery to customers by the Contractor. Upon termination of this contract or any succeeding contract, such containers shall remain in place in the City for future use by a successor contractor. Nothing in this paragraph shall negate the requirements elsewhere in this agreement for the Contractor to maintain such containers in good state of repair and to replace damaged or destroyed containers on a one for one basis.
35. **GOVERNING LAW AND VENUE:** The laws of the State of Florida shall govern this Agreement. 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.
36. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.
37. **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.
38. **ASSIGNMENT AND SUBLETTING:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and City shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or



company for the service of the franchise area which is the subject of this Agreement. In the event of any approved assignment, assignee shall fully assume all the liabilities of the Contractor.

39. **MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
40. **INDEPENDENCE OF AGREEMENT:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the City for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
41. **ANNEXATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor.
42. **CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.  
  
To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.
43. **OTHER RATE ADJUSTMENTS:** The City will strictly enforce all of the provisions of the Franchise Agreement including penalty clauses for any performance quality problems.
44. **PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.
45. **SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any clarification as to the standards of substantial compliance shall be determined by the Contract Administrator.
46. **INCORPORATE BID CONDITIONS:** The General Terms and Conditions and the Special Terms and Conditions presented in the original bid package are hereby made part of this Agreement as additional conditions.

In Witness Whereof, the City of Greenacres, at a regular meeting thereof, by action of the City Council to authorizing and directing the foregoing be adopted, has caused these presents to be signed by the City Manager, and the City's seal to be hereunto affixed, and Onyx Waste Services of Florida, Inc., has executed this Agreement all as of the day and year first above written.

**CITY OF GREENACRES**

(CORPORATE SEAL)

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

**ATTEST:**

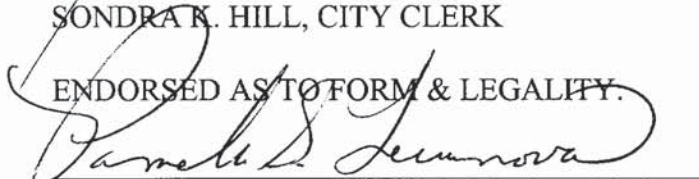
**BY:**



WADIE ATALLAH  
CITY MANAGER

  
SONDRA K. HILL, CITY CLERK

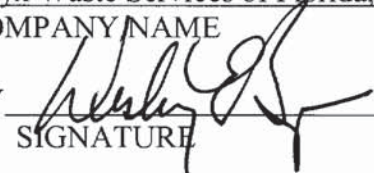
ENDORSED AS TO FORM & LEGALITY.

  
PAMELA S. TERRANOVA, CITY ATTORNEY

CONTRACTOR:

Onyx Waste Services of Florida, Inc.  
COMPANY NAME

BY



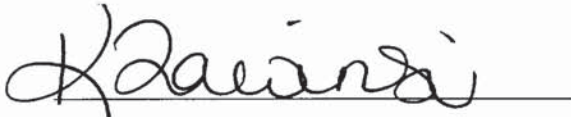
SIGNATURE

WESLEY BERGER  
TYPED NAME

REGIONAL VICE PRESIDENT  
TITLE

(CORPORATE SEAL)

WITNESSES:

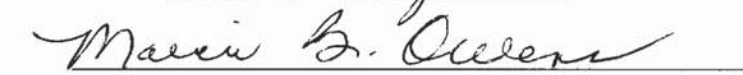




SWORN TO and SUBSCRIBED before me this 24 day of August, 2001.

(Seal)

NOTARY PUBLIC



My Commission Expires:

Marcia B. Owens  
MY COMMISSION # CC748043 EXPIRES  
September 15, 2002  
INSURED THRU TROY FAIN INSURANCE, INC.



**EXHIBITS**

**EXHIBIT I  
Approved Rate Schedule**

**FY 2001-02 Monthly Rate**

**Residential Collection (Per Unit)**

<b>Services</b>	<b>Curbside 2 Per Week</b>	<b>Consolidated Dumpster or Compactor 2 Per Week</b>	<b>Consolidated Dumpster or Compactor 3 Per Week</b>
<b>Solid Waste Collection</b>	\$ <u>2.42</u>	\$ <u>1.97</u>	\$ <u>3.01</u>
<b>Vegetative Collection</b>	\$ <u>1.02</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<b>Recycling Collection</b>	\$ <u>1.17</u>	\$ <u>1.05</u>	\$ <u>1.05</u>
<b>Total Collection Fees</b>	\$ <u>4.61</u>	\$ <u>3.02</u>	\$ <u>4.06</u>
<b>Franchise Fee</b>	\$ <u>0.24</u> (5% of Total Coll. Fees)	\$ <u>0.16</u> (5% of Total Coll. Fees)	\$ <u>0.21</u> (5% of Total Coll. Fees)
<b>Admin. Fee</b>	\$ <u>0.36</u>	\$ <u>0.18</u>	\$ <u>0.18</u>
<b>Total/ Month/Unit</b>	\$ <u>5.21</u>	\$ <u>3.36</u>	\$ <u>4.45</u>

**Commercial Solid Waste Collection Rates**

Container Collection Rate	\$ <u>1.61</u> per cubic yard
Compactor Collection Rate (12 cubic yards or less)	\$ <u>6.76</u> per cubic yard
Compactor Collection Rate (more than 12 cubic yards)	\$ <u>143.00</u> per pull
Franchise Fee	5% of Gross Collection Rate per Container

Franchise Agreement Exhibit I

**RATES DETERMINED BY THE CITY  
(NOT TO BE ADJUSTED DURING TERM)  
SPECIAL SERVICES**

Service	Rate per service or month	
Charge for Customer Owned Container. Charge for Contractor furnished container shall be included in container rental rate.  Contractor must roll out and return container if required, or if requested by customer.	2 x Week	\$14.00 Per Month
	3 x Week or more	\$21.00 Per Month
Opening (and closing) Doors or Gates	No Charge	
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%	
Supplying (and retrofitting) locking mechanism on container	\$55.00	
Adding wheels to or changing wheels on Containers	No Charge	
Adding lids to or changing lids on Containers (all lids shall be plastic or another light weight material approved by Contract Administrator)	No Charge	
Moving Container Location Per Customer Request	No Charge	
Changing Out Sizes (above twice per year)*	\$25.00	
Additional <u>Scheduled</u> Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)	

\* The first two change outs are free to the customer.



**RATES DETERMINED BY THE CITY  
(NOT TO BE ADJUSTED DURING TERM)  
MONTHLY CONTAINER RENTAL RATES\***

<b>CONTAINERS</b>	
<b>SIZE</b>	<b>RATE</b>
Less than 2 cu YD	\$18.70
2 cu YD	\$32.95
3 cu YD	\$34.99
4 cu YD	\$35.76
6 cu YD	\$39.08
8 cu YD	\$40.64
10 cu YD	\$46.34

\* Above rate includes the charge for container roll out and return.

**COMMERCIAL SOLID WASTE AND VEGETATIVE DISPOSAL CHARGE**

The City will determine the commercial disposal fee rates (\$/cubic yard) each Fiscal Year based on a calculation supplied by the Authority and the tipping fee. The calculation for non-compacted Garbage and Trash is 134 lbs./cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs. = \_\_\_\_ \$/cubic yard. Commercial non-compacted Vegetation is calculated at 275 lbs./cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs. = \_\_\_\_ \$/cubic yard. The compacted rate for commercial solid waste or vegetative waste may be billed at 1.25 times the rate for non-compacted solid waste or vegetative rate, respectively. For purposes of computing monthly billing rates, each month shall be considered to have 4.33 weeks times the number of pickups per week times the cubic yards computed above.

**EXHIBIT II**  
**Payment Adjustment Schedule**

The annual consumer price index (June to June, All Urban Consumers for the Miami-Fort Lauderdale area - - not to exceed 3%) adjustment shall be applied to the base residential and commercial collection rates only as shown in Exhibit I and as provided within this Agreement.

The United States Department of Labor, Consumer Price Index (CPI), for the Miami-Fort Lauderdale area, (Unadjusted), All Urban Consumers, All Items shall be used in this calculation for annual payment rate adjustment to commercial and residential rates.

**EXHIBIT III**  
**COLLECTION FRANCHISE AGREEMENT**  
**PERFORMANCE BOND REQUIREMENT**

The annual performance bond due to the City from the Contractor is calculated as:

**Gross Annual Contractor Revenues = Performance Bond Required**

Initial, October 1, 2001 = \$847,995



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# ONYX NORTH AMERICA CORP.

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July 31, 2001

Mr. David Miles  
Purchasing Director  
5985 Tenth Avenue North  
Greenacres, Florida 33464

Re: Points of Clarification for Bid

Dear Mr. Miles,

Please let this letter serve as further clarification of points we discussed yesterday in our meeting.

1. Please find the letter of reference for the City of Miami Beach.
2. Onyx will supply the City Contract Administrator with a Nextel radio which will give that person direct contact with the area supervisor as well as the contract manager.
3. Onyx will open a small store front office within the City limits and the hours of operation will be 10A. M. until 6 P. M. Monday through Friday and 9 A. M. until 2 P. M. Saturday. This will give the residents and business people a location that they can get questions answered and additional services. A tentative location has been arranged at the Woodlake Blvd. Plaza and a lease will be signed once we are notified of the contract award.
4. Our yard location at 1451 North New River Canal Road in the City of South Bay will be used temporarily. You may contact Michael Jackson, City Manager should you need additional information. Mr. Jackson can be reached at (561)-996-6751. A permanent location has been tentatively identified on Southern Blvd., east of State Road 441. This location would be in place and operational within six months from the start of the contract.
5. With regards to the rear load containers that are customer owned, we propose to offer those customers a conversion to front load containers, at no cost. This would enable Onyx to service all of these customers with the new front load truck allocated for the City of Greenacres. If these customers wish to continue owning the containers we would naturally give them the containers and take the rear load containers into our supply to be used elsewhere in our system. If they wish to discontinue owning the containers we would then take on the responsibility of maintenance. The City stated rates of rental according to the City Ordinance and contract documents would be strictly adhered to.

6. The issue of the clam shell truck will be solved with the new roll off truck and the hydraulic clam shell attachment. This will actually be better than the regular clam shell truck because it will hold more waste. This piece of equipment will have a two-fold purpose:
  - a. Handle the larger curbside piles of vegetative yard waste
  - b. Service bulk waste pick up.
7. The color of the trucks and containers will be green with the red, yellow and gray Onyx emblem.
8. Any need for additional backup equipment of recycling trucks would come from one of several places, Lee County, Miami, Orlando, Ocala or Tampa. It would be highly unlikely that this would become an issue due to the fact that we will have a spare recycling truck for this contract and both should not be out of service at the same time.
9. The regional equipment list has been overnight expressed to you via Airborne Express from our Orlando office. Please let me know if for some reason you did not receive this.
10. Our sub contractor for additional equipment and manpower is Bulk Express.
11. Onyx will be supplying commercial customers with new containers and we would need the customer list, address, size of containers as soon as possible in order to insure a smooth transition for these customers. This list would come from BFI.
12. Onyx will have and adequate supply of 18-gallon recycling containers on hand, normally we have a 10% supply at all times.
13. Onyx will have and maintain an adequate supply of toters and front load containers to ensure customers will have immediate response from Onyx for any replacement needed including plastic lids for the front load containers.
14. Our staffing level will be :
  - 1 Area Project Manager (Palm Beach, Broward, and Miami-Dade Counties)
  - 1 in City Supervisor
  - 1 Administrative/Customer Care Secretary
  - 1 Master Mechanic
  - 1 Roll Off Truck Operator
  - 2 Commercial Waste Collection Truck Operators
  - 2 Recycling Collection Truck Operators
  - 3 Curbside Waste Collection and Yard Waste Collection Truck Operators
  - 3 Curbside Waste Collection and Yard Waste Collection Helpers
  - 1 Swing Person to assist in all municipal services
15. Any questions that you might have regarding financials please contact Mr. Ray Bruckert, V. P. & Treasure of Onyx North America, Corp. 414-479-7828.
16. Enclosed you will find the original letter dated July 26, 2001 addressed to Mr. David R. Miles clarifying Onyx unit pricing of yard waste, vegetative collection.
17. Forthcoming is an updated agreement between Onyx and Bulk Express concerning emergency storm response and clean-up.

As I had stated to you in our meeting, this a great opportunity for Onyx and the City of Greenacres. At the present time Onyx does not have any other business in Palm Beach County, therefore we will not be coming in from other parts of the county or from different directions to service the City of Greenacres. We will come in to service the City only and not other contracts. Palm Beach County and Wellington will not be going out for any re-bid for two (2) years. Therefore we look forward to the opportunity to service your City.

I feel that we have addressed each item and issue pointed out during our meeting, if you have any further questions or feel that I have not addressed a particular issue please do not hesitate to call on me.

Sincerely,



William S. Redman, Jr.  
Municipal Market Manager

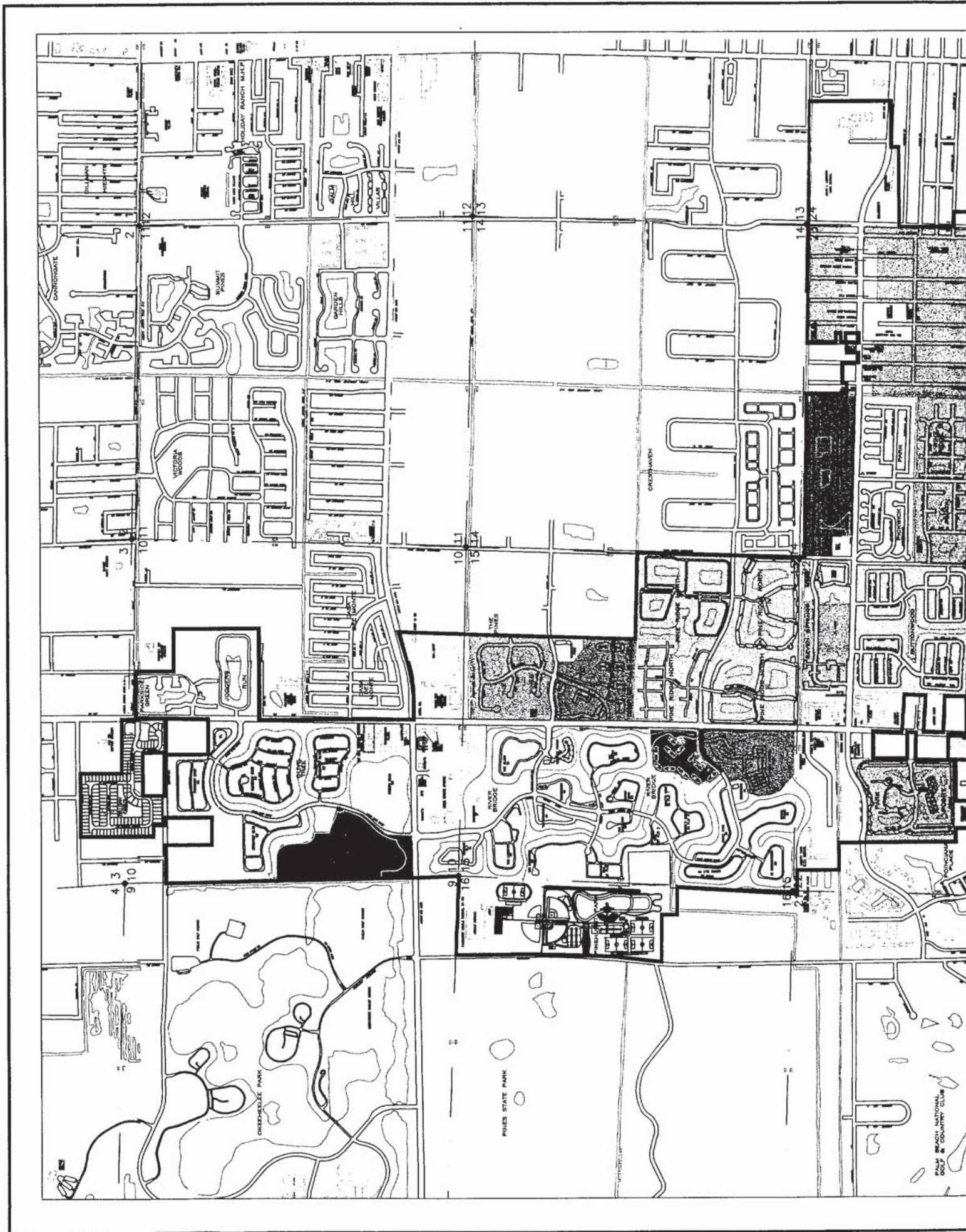
cc: Billy Dietrich, Director of Special Projects / Municipal Marketing  
Office of the C.E.O.

Mark DeCarlo, Area Project Manager











## SUPERIOR WASTE SERVICES OF FLORIDA, INC.

UNANIMOUS WRITTEN CONSENT ACTION  
BY THE BOARD OF DIRECTORS  
IN LIEU OF A MEETING

Pursuant to the General Business Laws of the State of Florida, the undersigned, being all of the members of the Board of Directors of Superior Waste Services of Florida, Inc., a Florida corporation (the "Corporation"), hereby consent to and adopt the following resolution in lieu of a special meeting.

**RESOLVED**, that the following persons be, and each of them hereby is appointed as officer of the Corporation, to serve in the offices set forth opposite his or her name until his or her successor shall have been duly appointed and qualified, or until his or her death, resignation or removal from office in the manner provided by law or pursuant to the Corporation's Bylaws:

President	G.W. "Bill" Dietrich
Vice President	Paul R. Jenks
Vice President	Wesley E. Berger
Secretary	Karen K. Duke
Treasurer	George K. Farr
Assistant Secretary	Scott S. Cramer

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent of the Board of Directors to be filed as part of the minutes of the Corporation as of the 13<sup>th</sup> day of November, 2000.

  
G.W. "Bill" Dietrich

  
George K. Farr

39 of 51 DOCUMENTS

FLORIDA STATUTES 2000

\*\*\* THIS DOCUMENT IS CURRENT THROUGH THE 2000 LEGISLATIVE SESSION \*\*\*

TITLE XXXVI BUSINESS ORGANIZATIONS

CHAPTER 607 CORPORATIONS

GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

Fla. Stat. § 607.0302 (2000)

## 607.0302 General powers.

Unless its articles of incorporation provide otherwise, every corporation has perpetual duration and succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including without limitation power:

- Optional*
- (1) To sue and be sued, complain, and defend in its corporate name;
  - (2) To have a corporate seal, which may be altered at will and to use it or a facsimile of it, by impressing or affixing it or in any other manner reproducing it;
  - (3) To purchase, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal with real or personal property or any legal or equitable interest in property wherever located;
  - (4) To sell, convey, mortgage, pledge, create a security interest in, lease, exchange, and otherwise dispose of all or any part of its property;
  - (5) To lend money to, and use its credit to assist, its officers and employees in accordance with s. 607.0833;
  - (6) To purchase, receive, subscribe for, or otherwise acquire; own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of; and deal in and with shares or other interests in, or obligations of, any other entity;
  - (7) To make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations (which may be convertible into or include the option to purchase other securities of the corporation), and secure any of its obligations by mortgage or pledge of any of its property, franchises, and income and make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by the contracting corporation; a corporation which owns, directly or indirectly, a majority of the outstanding stock of the contracting corporation; or a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by a corporation which owns, directly or indirectly, the majority of the outstanding stock of the contracting corporation, which contracts of guaranty and suretyship shall be deemed to be necessary or convenient to the conduct, promotion, or attainment of the business of the contracting corporation, and make other contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting corporation;



August 31, 2001

Mr. David R. Miles  
The City of Greenacres  
Director of Finance / Purchasing Agent  
5985 Tenth Avenue North  
Greenacres, FL 33463-2399

RE: Bid No. 01-014, Solid Waste Collection Services

Dear Mr. Miles:

Enclosed you will find the four (4) original sets of the contract documents that are being returned to you as well as documentation pertaining to said contracts. As per your request I have enclosed one (1) original Certificate of Insurance signed in blue ink by a Mr. Barry N. Smith of Marsh USA Inc., also included with this is a letter from the insurance company addressed to myself stating that said certificate is indeed an original.

Also, I had contacted our legal department and there are several documents enclosed from Karen K. Duke, who is also the Secretary for ONYX Waste Services of Florida, Inc. Karen has been kind enough to send documentation regarding the corporate seal including a copy of the Florida state statutes regarding this matter. Also enclosed you will find a Certificate of Secretary and a Written Consent Action by our board of directors allowing Wesley E. Berger to sign on behalf of ONYX Waste Services of Florida, Inc.

Again I would like to apologize for any inconveniences you may have incurred due to the timeliness of this documentation making its way to you. Thank you for your continued patience in this matter as we are all settling into this new contracted service. I promise things will begin to move along much more smoothly in the future. If you need further assistance in this or any matter please do not hesitate to contact me in the Sarasota office. I am always available to assist you in any way I can.

Very truly yours,

A handwritten signature in cursive script that reads "K. Trawinski".

Kerstin D. Trawinski  
Administrative Assistant  
Municipal Marketing  
Special Projects

Enclosures



Rebecca Cerda

Marsh USA, Inc.  
1000 Louisiana  
Suite 4000  
Houston, TX 77002  
713 646 0790 Fax: 713 427-0664  
Rebecca.P.Cerda@marshmc.com

**MARSH**  
An **MMC** Company

August 30, 2001

Ms. Kerstin Trawinski  
Onyx Waste Services of FL, Inc.  
1605 Main Street, Suite 904  
Sarasota, FL 34236

**Subject: Certificate of Insurance**

Dear Kerstin:

Enclosed is the signed original Certificate of Insurance for City of Greenacres.

If I may be of any assistance, please do not hesitate to give me a call.

Sincerely,  
*Rebecca Cerda*

Rebecca Cerda  
Insurance Assistant  
Casualty

/rpc  
enclosure

cc Charlene Helaire Marsh USA

An **MMC** Company

# MARSH USA INC.

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
HOU-000319802-00

PRODUCER  
Marsh USA Inc.  
1000 Louisiana  
Suite 4000  
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

### COMPANIES AFFORDING COVERAGE

10056 -SSI-COPS-01/02      WSFL3

COMPANY  
A    COMMERCE AND INDUSTRY INS. CO.

INSURED  
ONYX WASTE SERVICES OF FLORIDA, INC.  
1605 MAIN STREET, SUITE 904  
SARASOTA, FL 34236

COMPANY  
B    AMERICAN HOME ASSURANCE COMPANY

COMPANY  
C    N/A

COMPANY  
D    INS. CO. OF THE STATE OF PA

### COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY	GL 417 7311	07/01/01	07/01/02	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA 766 6100 (O/S) CA 505 4063 (TX)	07/01/01	07/01/02	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 606 1633 AEC 5220059-00	07/01/01	07/01/02	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 4552397 (AOS) WC 4552401 (WI) WC 4552398 (CA) WC 4552400 (AZ, MD)	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

CITY OF GREENACRES IS INCLUDED AS ADDITIONAL INSURED ATIMA(EXCEPT AS RESPECTS ALL COVERAGE AFFORDED BY THE WORKER'S COMPENSATION POLICY) AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

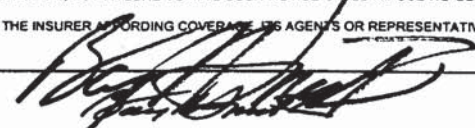
### CERTIFICATE HOLDER

CITY OF GREENACRES  
5985 TENTH AVENUE NORTH  
GREENACRES, FL 33463

### CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.  
BY: Barry N. Smith



MM1(9/99)

VALID AS OF: 08/29/01



# ADDITIONAL INFORMATION

HOU-000319802-00

DATE (MM/DD/YY)

08/29/01

**PRODUCER**

Marsh USA Inc.  
1000 Louisiana  
Suite 4000  
Houston, TX 77002

**COMPANIES AFFORDING COVERAGE**

COMPANY

E AMERICAN GUARANTEE AND LIABILITY INSURANCE CO.

COMPANY

F BIRMINGHAM FIRE INS CO OF PA

10056 -SSI-COPS-01/02

WSFL3

**INSURED**

ONYX WASTE SERVICES OF FLORIDA, INC.  
1605 MAIN STREET, SUITE 904  
SARASOTA, FL 34236

COMPANY

G

COMPANY

H

**TEXT**

**CERTIFICATE HOLDER**

CITY OF GREENACRES  
5985 TENTH AVENUE NORTH  
GREENACRES, FL 33463





August 30, 2001

Mr. David Miles  
Director of Finance and Purchasing  
City of Greenacres  
Greenacres, FL 33463-2399

Re: Contract for Solid Waste Services by and Between  
Onyx Waste Services of Florida, Inc. and the City of Greenacres

Dear Mr. Miles:

Pursuant to your request for additional assurance that Wesley E. Berger is authorized to execute document on behalf of the Corporation in the above referenced matter, I enclose a Certificate of Secretary certifying that he is the Vice President of the Corporation and that, by virtue of his position, he is authorized to execute such documents and bind the Corporation.

Please also note that the Corporation does not have a "corporate seal." As it is not a requirement under Florida Statute §607.0302(2) for corporations to maintain a corporate seal, Onyx Waste Services of Florida, Inc. has elected not to keep such a seal. If for some reason you understand the statute differently, please contact me to discuss.

We look forward to working with you throughout the term of this contract. Should you have additional questions or would like further clarification, please do not hesitate to contact me.

Yours very truly,

  
Karen K. Duke  
Assistant General Counsel

Enclosures

**CERTIFICATE OF SECRETARY  
OF  
ONYX WASTE SERVICES OF FLORIDA, INC.**


I, Karen K. Duke, do hereby certify that:

1. I am the duly elected qualified and acting Secretary of Onyx Waste Services of Florida, Inc., a Florida corporation (the "Corporation").

2. Attached hereto as Exhibit A is a true and correct copy of Resolutions duly adopted by the Board of Directors of the Corporation by action of Directors by written consent without a meeting.

3. Wesley E. Berger is the duly elected, qualified and acting Vice President of the Corporation and is authorized to sign contracts and bids including, but not limited to, the contract between the City of Greenacres, Florida and Onyx Waste Services of Florida, Inc.

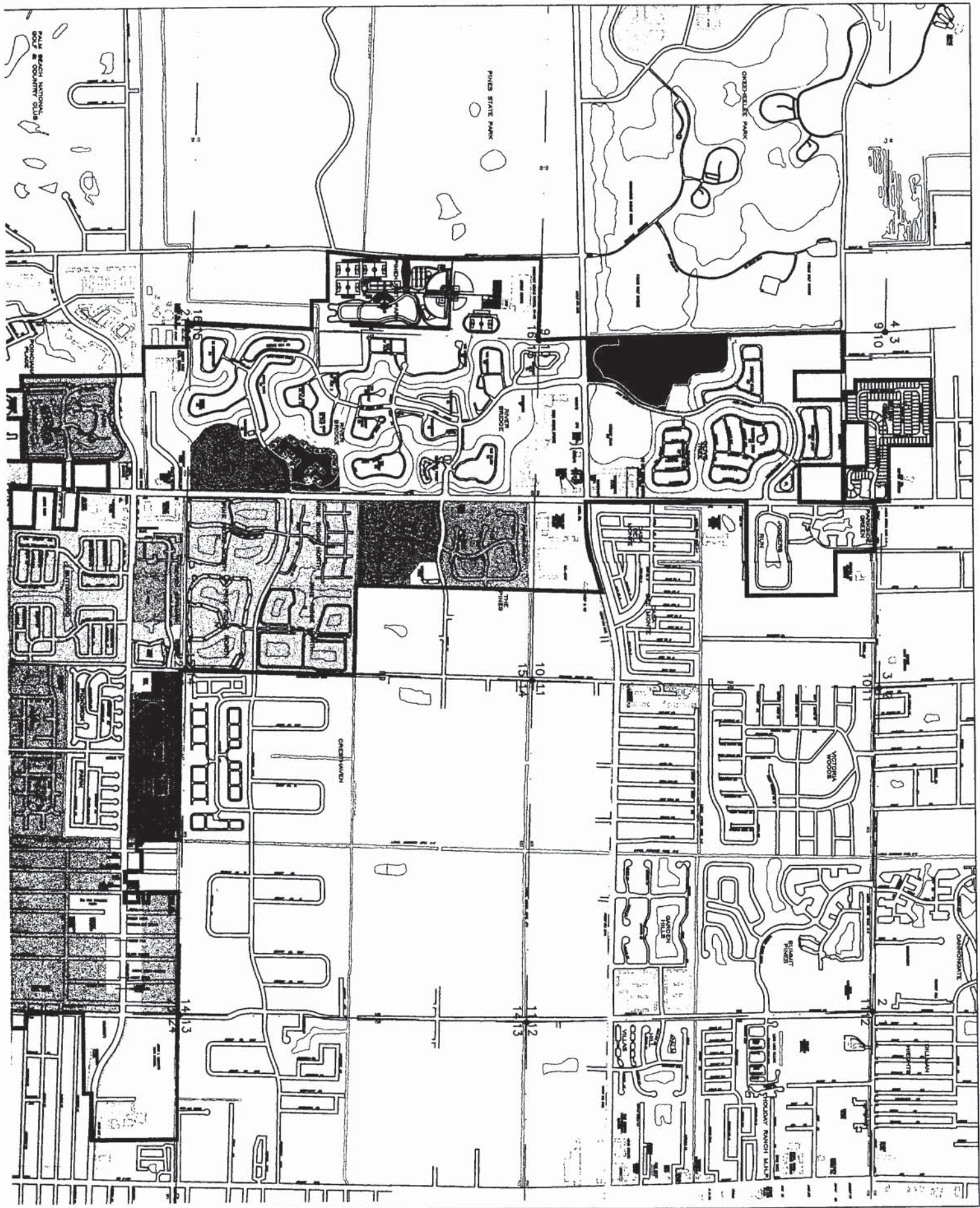
**IN WITNESS WHEREOF**, I have executed this Certificate in my official capacity on this 30<sup>th</sup> day of August, 2001.

  
Karen K. Duke, Secretary









PINES STATE PARK

ORCHARD PARK

ROYAL BEACH NATIONAL  
BOAT & COUNTRY CLUB

THE PINES  
ORCHARD LANE  
DANBURY

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DANBURY

# CITY OF GREENACRES

Council Agenda Memo  
#2017.04B7.03

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Michael Grimm, Director/CBO, Building Department

SUBJECT: **Ordinance No. 2017-07** Amending City Code Chapter 7 Health Sanitation and Nuisance, City Council Agenda Item for 04-17-2017

DATE: April 10, 2017

COPIES: James D. Stokes, City Attorney  
Joanna Cunningham, City Clerk

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## **Background:**

City code section 6-276 was adopted through Ordinance 2001-16 on August 20, 2001. This code section awarded an exclusive solid waste collection services franchise to Onyx Waste Services of Florida. The terms and conditions of the franchise are contained in the Residential and Commercial Solid Waste Collection Services Franchise Agreement adopted in the code as "Exhibit 1". The agreement has been amended several times and the franchisee is currently Advanced Disposal.

There are many terms, conditions and restrictions contained in the franchise agreement that concerns the types, amounts and methods of containerizing or preparing garbage, trash and waste for collection by the franchisee. If done improperly, the franchisee is not required to collect and dispose of such garbage, trash and waste.

There are several other sections of City Code that deal with garbage, trash and waste including Chapter 7 Health Sanitation and Nuisance and the 2012 City of Greenacres Property Maintenance Code. None of the City Code sections contain restrictions on the amounts and methods of preparing the garbage, trash and waste for collection similar to what is in the franchise agreement. Ordinance 2017-07 is proposed in order to set these terms, conditions and restrictions into the City Code to make enforcement of them more efficient and thereby improve the quality of city neighborhoods.

**Analysis:**

- 1) Definitions were added for bulk trash, construction and demolition debris, hazardous waste and vegetative waste. Some other definitions were clarified.
- 2) Garbage can size was increased from 30-gallon maximum to 50-gallon maximum to coincide with size allowed by the franchise agreement.
- 3) *Sec. 7-27 Nuisance declared*, was amended to remove the 14 day requirement for an action, activity or use to be declared a nuisance.
- 4) *Sec. 7-32 Lot cleaning*, added option to enforce by new citation system and added city manager designee shall be allowed to give notice.
- 5) Added *Sec. 7-33 Residential waste collection and disposal*.
  - a. Garbage and trash in approved containers.
  - b. Limits putting out trash to no sooner than 3:00 pm the day before collection scheduled and empty cans to be removed no later than 11:00 am of the day after collection.
  - c. Limits weight of garbage to 50 lbs.
  - d. Requires maintenance of garbage cans.
  - e. Restricts location of garbage cans.
  - f. Requires cleanup of collection site
  - g. Limits the amount of construction debris to 4 cubic yards.
  - h. Requires containerizing most construction debris.
  - i. Limits where trash and waste may be place for collection.
  - j. Prohibits comingling of trash, garbage and vegetative waste.
  - k. Limits size and weight of vegetative wastes.
  - l. Requires containerizing small loose vegetative wastes.

**Financial:**



No financial impact expected.

**Legal:**

The Ordinance has been prepared in compliance with City Code and Florida State Statutes.

**Staff Recommendation:**

*Approval* of Ordinance 2017-07 amending City Code Chapter 7 Health Sanitation and Nuisance.

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Michael Grimm CBO  
Director Building Department

Attachments:

1. Ordinance No. 2017-07
2. "Exhibit 1" Residential and Commercial Solid Waste Collection Services Franchise Agreement

**ORDINANCE NO. 2017-08**

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING ARTICLE II, SEC. 2-26 AND SEC. 2-27, OF THE GREENACRES CODE OF ORDINANCES, INCREASING THE COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL; PROVIDING FOR A COST OF LIVING; PROVIDING FOR CERTAIN BENEFITS; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Charter of the City of Greenacres provides that the remuneration of the Mayor and Council members shall be established by Ordinance; and

**WHEREAS**, Ordinances No 2001-05, enacted on April 17, 2001, established an annual compensation and monthly expense allowances to be paid for the Mayor and each Council member; and

**WHEREAS**, the demands and expenses associated with the public service duties performed by such elected officials has increased significantly over the past sixteen (16) years and is expected to continue to increase in the future; and

**WHEREAS**, after conducting a survey of other municipalities, it was determined that the current remuneration is among the lowest is Palm Beach County; and

**WHEREAS**, increasing the remuneration is in the best interest of the City, which will benefit from adequately and properly compensating the City's elected officials for their duties; and

**WHEREAS**, reimbursement for expenses should properly be included in the annual salary, and such salary should be increased periodically in order to account for the increase to the cost of living; and

**WHEREAS**, the Charter of the City of Greenacres, as well as state and federal employment law, has been interpreted by the City Attorney as providing that the City Council sits as a body politic and the decisions of Council are done as a body and not individually, therefore any adjustment to the remuneration of Council shall be applied to all members of Council simultaneously, but not during the term when this Ordinance was enacted (i.e., not until after the next local election).

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

**Section 1.** That Article II, entitled “Mayor and City Council” of the Code of Ordinances of the City of Greenacres is hereby amended as follows:

**Sec. 2-26. Salary of mayor and members of city council.**

The compensation for the mayor shall be ~~seven~~ sixteen thousand ~~five hundred~~ dollars (~~\$7,500.00~~ \$16,000) per year and the compensation for the members of the city council shall be ~~six~~ thirteen thousand dollars (~~\$6,000.00~~ \$13,000.00) per year. This salary shall be increased at the same time and by the same percentage of the Cost of Living Adjustment (COLA) given to the general employees, if any, each fiscal year.

**Sec. 2-27. Expense allowance and benefits of mayor and members of the city council.**

The mayor and members of the city council shall receive a monthly expense allowance of ~~four~~ five hundred ~~twenty-five~~ dollars (~~\$425.00~~ \$500.00). The mayor and members of the city council shall be allowed to participate in the City’s health insurance program to the same extent as general employees, including remuneration for opting-out of such coverage; as well as being



allowed to participate in the retirement plan of the general employees; shall be provided a City laptop or tablet and a City cell phone at no cost to the official.

**Section 2. 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 3. 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 or 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 4. Inclusion in Code.**

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Greenacres; 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 5. Effective Date.**

This increases to remuneration contained herein shall take effect for the first, full pay period subsequent to the next general election after passage of this Ordinance.

Passed on first reading this \_\_ day of April, 2017.

PASSED AND ADOPTED on second reading this \_\_\_ day of May, 2017.

Voted

\_\_\_\_\_  
( )  
Joel Flores  
Mayor

\_\_\_\_\_  
( )  
Paula Bousquet  
Deputy Mayor

Attest:

\_\_\_\_\_  
( )  
Joanna Cunningham  
City Clerk

\_\_\_\_\_  
( )  
Lisa Rivera  
Councilwoman, District I

\_\_\_\_\_  
( )  
Peter Noble  
Councilman, District II

\_\_\_\_\_  
( )  
Judith Dugo  
Councilwoman, District III

\_\_\_\_\_  
( )  
Vacant  
Councilman, District IV

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
James D. Stokes  
City Attorney

**CITY OF GREENACRES**

INTEROFFICE MEMORANDUM  
2017.04JDS1.02

**TO:** Mayor and City Council  
**FROM:** James Stokes, City Attorney  
**SUBJECT:** **Ordinance No. 2017-08**—  
Revising the City Code of Ordinances, Chapter 2. Mayor & Council;  
providing for an increase in remuneration.  
**COPIES:** Andrea McCue, City Manager  
Joanna Cunningham, City Clerk  
**DATE:** April 17, 2017

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**BACKGROUND:**

The Charter of the City of Greenacres provides for remuneration for the Mayor and City Council members. Specifically, the Charter states as follows:

The salary of the Mayor shall be established by Ordinance; such salary shall not be increased during the current term of the Mayor enacting such Ordinance.

Charter, Art. 2, Sec. 4; and

The salaries of the members of the Council shall be established by ordinance; such salary shall not be increased during the current term of the members of the Council enacting such ordinance.

Charter, Art. 2, Sec. 4.

The remuneration for the Mayor and Council have been set by Ordinance as authorized by the Charter. A salary has been set by Section 2-26, and an expense account has been set by Section 2,27. The dollar amounts for both the salary and the expense account were last increased on May 7, 2001, and have no mechanism in place for automatic increases or inflationary increases (i.e., no cost of living adjustments).

The Code of Ordinances states as follows:

The compensation for the mayor shall be seven thousand five hundred dollars (\$7,500.00) per year and the compensation for the members of the city council shall be six thousand dollars (\$6,000.00) per year.

Sec. 2-26, Code of Ordinances.



The mayor and members of the city council shall receive a monthly expense allowance of four hundred twenty-five dollars (\$425.00).

Sec. 2-27, Code of Ordinances.

An informal survey of other municipalities revealed that total remuneration for a Mayor range from \$10,104 to \$41,200 per year<sup>1</sup> (compared to \$12,600 in Greenacres); and total remuneration for a Council member/Commissioner range from \$9,600 to \$40,000 per year (compared to \$11,100 in Greenacres). [see attached surveys]

### **ANALYSIS:**

Pursuant to the Charter, the remuneration for the Mayor and Council is at the discretion of the City Council, as it can be lawfully enacted by Ordinance. Pursuant to state law, there is not ethical conflict with an elected official voting as part of a body to increase his or her own salary, provided such action is authorized by law; which, in this case, it is.

The language in the Charter, which provides that "...such salary shall not be increased during the current term of the members of the Council enacting such ordinance[.]" remains a provision which requires clarification and interpretation. In 2001, this was interpreted so that each individual member needed to wait until his or her seat was subject to reelection before the salary increase would take effect. The result of this interpretation was that half of the Council waited an entire year longer for their salary increase than did their counterparts.

Between each election, the City Council sits as a **body-politic** in the same fashion as the Legislature in Tallahassee or the Congress in Washington. No individual Council member can enact anything by his or herself. All action of Council is done only as a collegial body, including any Ordinance which increases the remuneration of elected officials.

When looking at the language of the Charter ("...such salary shall not be increased during the current term of the members of the Council enacting such ordinance[.]"), it can be interpreted one of two ways:<sup>2</sup> (1) that each individual member await their re-election; or (2) that the salary increase cannot take effect until after the next election, at which point it will apply equally to all members.

It is my opinion that the latter is the proper interpretation. First, the "Council enacting such ordinance" is a body, not an individual; therefore, the "current term" must be interpreted as the current term of the body, not the current term of any individual member. Second, to require half of the Council to wait a year longer than their counterparts results in the inequitable circumstance that half of the Council would be earning the lower salary, while the other half (and, potentially the newly elected and inexperienced) making the

---

<sup>1</sup> This excludes West Palm Beach which employs a full-time, strong Mayor for \$131,000 per year.

<sup>2</sup> The Charter provisions in question are part of the original Charter enacted in March of 1978, and there is no legislative history to explain the intent of the drafters.

higher salary. This type of disparity in compensation, while not necessarily unlawful, is at the very least inequitable.

**FINANCIAL:**

At this salary and benefit increase will not take effect until the middle of the next fiscal year, the funds will be allocated as part of next year's budget.

**RECOMMENDATION:**

None. This matter falls within the sole discretion of the Council to decide.

## RESOLUTION NO. 2017-20

**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE SUBMITTAL OF A REQUEST FOR PROPOSAL TO THE PALM BEACH COUNTY YOUTH SERVICES DEPARTMENT FOR THE LEISURE SERVICES YOUTH PROGRAMS DIVISION, FOR FUNDING FOR FISCAL YEAR 2018 FOR THE COOL ZONE AND HOT SPOT PROGRAMS, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AND SUBMIT THE NECESSARY DOCUMENTS.**

**WHEREAS**, the City's Youth Programs Division, established in 1995, provides Kindergarten through high school students with a safe, affordable, structured and healthy environment during out-of-school time for participants who represent over 18 different schools in the Greenacres' area and throughout Palm Beach County; and

**WHEREAS**, the City agrees it is in the best interest of the Cool Zone and Hot Spot program participants to secure additional funding to provide for affordable winter, spring and summer camp services, enhanced opportunities, offset personnel and operating expenses, and effectively achieve positive outcomes and performance measures.

**WHEREAS**, the City's Youth Programs Division desires to submit a Request for Proposal to the Palm Beach County Youth Services Department for FY2018 funds to address the countywide Youth Master Plan Action Area: Social and Emotional Learning Supports through quality Out-of School programs;

**WHEREAS**, the City Youth Programs Division will submit the RFP between \$60,000 to \$100,000 by April 28, 2017 upon City Manger approval, for the Cool Zone and Hot Spot programs;



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

**Section 1.** The City Council grants authorization for the submittal of the Palm Beach County Youth Services Department FY2018 Request for Proposal for the Cool Zone and Hot Spot programs.

**Section 2.** The City authorizes the appropriate City officials to execute and submit the Request for Proposal along with all required documentation.

**Section 3.** This resolution shall be effective upon its adoption.

**RESOLVED AND ADOPTED this 17<sup>th</sup> day of April, 2017.**

**Voted**

\_\_\_\_\_  
**Joel Flores**  
**Mayor**

\_\_\_\_\_ ( )  
**Paula Bousquet**  
**Deputy Mayor**

**Attest:**

\_\_\_\_\_  
**Joanna Cunningham**  
**City Clerk**

\_\_\_\_\_ ( )  
**Lisa Rivera**  
**Councilwoman, District I**

\_\_\_\_\_ ( )  
**Peter Noble**  
**Councilman, District II**

\_\_\_\_\_ ( )  
**Judith Dugo**  
**Councilwoman, District III**

\_\_\_\_\_ ( )  
**District IV - Vacant**

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
**James D. Stokes**  
**City Attorney**



REQUEST FOR PROPOSALS  
for  
Community Based Agencies  
FY 2018

RFP available to the public: April 3, 2017  
Mandatory Pre-Proposal Conference: April 7, 2017  
Submission Due Date: April 28, 2017, 5:00 p.m. EST

Palm Beach County Board of County Commissioners  
Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, Florida 33401  
(561) 242-5700



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**READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS**

## **I. GENERAL INFORMATION**

The purpose of this Request for Proposals (RFP) is for the Palm Beach County Board of County Commissioners' (BCC) Youth Services Department (YSD) to solicit proposals from qualifying non-profit organizations to provide services related to approved Action Areas.

In an effort to better serve the youth of Palm Beach County effectively and efficiently, programs and services for children, youth and young adults were consolidated into the YSD. YSD opened its doors on January 5, 2015, and some youth programs previously administered by Public Safety, Community Services, and the Criminal Justice Commission were transferred to YSD. The mission of this new department is:

"to administer programs and initiatives of the Board of County Commissioners to ensure the healthy growth, development, education, and transition of children and youth to young adulthood and the workforce."

The creation of this new department will aid service coordination, increase efficiencies and decrease administrative costs.

YSD, along with the other youth-serving partner agency members of *Birth to 22: United for Brighter Futures* (Birth to 22) coalition, participated in a collaborative process employing a collective impact framework to develop a Youth Master Plan (YMP) for Palm Beach County. This YMP is entitled "Strengthening the Steps to Success." The YMP and all its appendices are available for review at <http://www.pbcbirthto22.com> and <http://www.pbcbirthto22.com/communitydata.htm>, respectively. YSD encourages all those interested in submitting proposals to familiarize themselves with the YMP.

### **Applicant/Proposer requirements**

- Proposers will clearly identify how their service/program(s) address the Action Areas identified in the YMP.
- Proposers seeking County assistance must be chartered or registered with the Florida Department of State, have been incorporated for at least one (1) agency fiscal year, and have provided services for at least six (6) months.
- All Proposers must hold current and valid 501(c)(3) status as determined by the Internal Revenue Service or be public entities.
- All Proposers must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor.

### **Contact Person**

The Contact Person for this RFP is Marlene Etienne, Grant Compliance Specialist II. Her contact information is as follows:

Youth Services Department  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415  
Email – [YSD-rfp@pbcgov.org](mailto:YSD-rfp@pbcgov.org)

Except during the Pre-Proposal Conference, explanations/clarifications desired by Proposers must be requested from the Contact Person in writing (letter, email or fax). All these requested explanations,

responses or clarification, including those posed at the Pre-Proposal Conference, shall be posted on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>.

**Contractual insurance requirements, if a proposal is selected**

The following language in this Article, is the language/provisions as would be required in the contract, should a proposal be selected for approval for funding by the Board of County Commissioners.

“AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal, or material change to the insurance coverages. The requirements contained herein, as well as COUNTY’S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under this Contract.

- A. **Commercial General Liability** - AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.
- B. **Business Automobile Liability** - AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- C. **Worker’s Compensation Insurance & Employers Liability** - AGENCY shall maintain Worker’s Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. **Professional Liability** - AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY’S most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims - made” form. If coverage is provided on a “claims - made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period, not less than three (3) years. AGENCY shall provide this coverage on a primary basis.

- E. **Additional Insured** - AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** - AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance** - Prior to execution of this Contract, AGENCY shall provide initial evidence to the COUNTY'S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.

Palm Beach County Youth Services Department  
Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- H. **Umbrella or Excess Liability** - If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.



- I. **Right to Review** - COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.”

## II. OFFICIAL NOTICE OF REQUEST FOR PROPOSALS

**PALM BEACH COUNTY  
YOUTH SERVICES DEPARTMENT  
COMMUNITY BASED AGENCIES FY 2018  
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Palm Beach County Youth Services Department (YSD) will be accepting proposals for the Community Based Agencies program for Fiscal Year (FY) 2018 (October 1, 2017 – September 30, 2018). Contracts issued will be for one (1) year, with two (2) one-year extensions at the option of the County. Proposers must clearly identify how their service/program(s) address the below Action Areas identified in the Youth Master Plan for Palm Beach County entitled "Strengthening the Steps to Success" (YMP).

**NOTE:** Not all Action Areas identified in the YMP will be eligible for funding under this RFP.

The Request for Proposals will be available on April 3, 2017.

### COMMUNITY BASED AGENCIES FY 2018

#### Eligible Proposers

Not-for-profit agencies holding current and valid 501(c)(3) status as determined by the Internal Revenue Service or public entities serving Palm Beach County's youth.

#### Action Areas

1. Economic Access: Building education to employment pathways for disconnected youth.
2. Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors.
3. Social and Emotional Learning (SEL) Supports through quality out-of-school time (OST) programs.
4. Ensure Safety and Justice by providing alternatives to crime and gangs.

For a complete description of Action Areas eligible activities, please refer to the RFP attachments.

#### Monitoring and Quality Control

If selected, Proposers agree to participate in further evaluation, conducted by YSD, or on behalf of YSD. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, Proposers must agree to:

- Collect individual participant pre and post-implementation data, if applicable.
- Submit enrollment, attendance, and any necessary data and reports to the YSD program monitor and/or evaluator, or to other data collector working on behalf of YSD.

#### Proposals and Amount of Funds Requested

Each proposal must be specific to one (1) Action Area. If a Proposer believes their proposal fits into more than one (1) Action Area, they should submit a proposal in each applicable Action Area. Proposers are not limited in the number of proposals submitted. The funding available for this RFP will be approximately \$2 million. Proposers should request only the amounts necessary to implement the proposed program and are encouraged to seek funding from other sources. Funds will be awarded from an all-inclusive approach that dovetails points awarded, available funding, and community needs.

### **Mandatory Pre-Proposal Conference**

There will be a mandatory Pre-Proposal Conference held at the Palm Beach County Vista Center, Room 1E 58/59, 2300 N. Jog Road, West Palm Beach, Florida 33411, on April 7, 2017, 10:00 a.m. to 12:00 p.m., for all Proposers submitting proposals. Confirmation of attendance must be received no later than April 6, 2017, at 5:00 p.m. to have your name on the confirmed list. Walk-in registrations will be accepted. Please reserve and confirm attendance by registering online at <https://ysdrfp.eventbrite.com>. Please let our staff know if you do not receive a timely confirmation of your registration.

### **Proposal Guidelines**

The RFP and all associated documents will be available on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>. The RFP package may also be obtained without charge from the Youth Services Department, 50 S. Military Trail, Suite 203, West Palm Beach, Florida 33415; Monday through Friday, 8:00 a.m. to 5:00 p.m.

In order to be considered for funding, all proposals must be received by the submission deadline stated below. Additional resources and information will be available on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx> and on the Birth to 22 website at <http://pbcbirthto22.com/>.

### **Submission Deadline Date**

Completed proposals must be received at the YSD reception desk by 5:00 p.m. on April 28, 2017. The Proposer must have entered the YSD main entrance before 5:00 p.m., when the door automatically locks, and after which there is no access. **All proposals shall be in sealed envelopes clearly marked on the outside "RFP Community Based Agencies FY 2018,"** and delivered per the guidelines cited within this RFP. Each proposal shall be marked on the outside of the envelope with the date and time of receipt by YSD staff.

### **Technical Assistance**

The Contact Person, Marlene Etienne, will provide assistance via email requests sent to [YSD-rfp@pbcgov.org](mailto:YSD-rfp@pbcgov.org). All questions and answers will be made available for the public to review on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>. The YSD Contact Person will not be available to respond to questions after April 26, 2017, at 5:00 p.m., which is two (2) work days before the Submission Deadline Date.

### **Presentations**

Proposers may be asked to make an oral presentation before a review panel in advance of contract awards.

**IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS AD AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST WITH AT LEAST THREE DAYS NOTICE (CONTACT YSD AT (561) 242-5700 or THE CONTACT PERSON).**

**PUBLISH: April 2, 2017**

### **III. TIMELINE**

<b><u>Date</u></b>	<b><u>Activity</u></b>
<b>April 2</b>	RFP advertised
<b>April 3</b>	RFP available for public
<b>April 7</b>	Mandatory Pre-Proposal Conference
<b>April 11</b>	Reviewer Training
<b>April 28</b>	Submission Deadline Date
<b>May 1 – 8</b>	Staff compiles proposals
<b>May 9 – 12</b>	Review panels meet to finalize reviews and proposal scoring
<b>May 15 – June 8</b>	YSD staff reconciles review panel rankings, funding availability and develops recommended allocations
<b>June 9</b>	YSD staff posts recommended funding on YSD website at <a href="http://discover.pbcgov.org/youthservices/Pages/default.aspx">http://discover.pbcgov.org/youthservices/Pages/default.aspx</a>



#### IV. CRITERIA FOR ACTION AREAS

##### 3-Year Funding Cycle:

The following Action Areas will be issued a one (1) year contract with two (2) possible renewals, depending on BCC approval each year. Refer to the form of the contract attached hereto as **Attachment 11**.

1. Economic Access: Building education to employment pathways for disconnected youth – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 1**.
2. Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 2**.
3. Social and Emotional Learning Supports through quality OST programs – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 3**.
4. Ensure Safety and Justice by providing alternatives to crime and gangs – Programs and services in this Action Area should address outcomes and performance measures that demonstrate positive change toward the County’s goals as described in **Attachment 4**.

## V. CONE OF SILENCE

**This RFP includes a Cone of Silence.** The Cone of Silence will apply from the Submission Deadline Date and terminate at the time the final contracts are approved by the Board of County Commissioners.

All parties interested in submitting a proposal will be advised of the following:

### **Lobbying - "Cone of Silence."**

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance), a copy of which can be accessed at [http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying\\_Regulations.aspx](http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Regulations.aspx), is in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. **"Cone of Silence" means a prohibition on any non-written communication regarding this RFP between any Proposer or Proposer's representative and any County Commissioner or Commissioner's staff.** A Proposer's representative shall include, but not be limited to, the Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

The Cone of Silence is in effect as of the Submission Deadline Date. The provisions of the Ordinance shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

## VI. PROPOSAL GUIDELINES

### 1. General Information

Complete the Cover Sheet (**Attachment 6**) and include the following information:

- Name of Proposer(s)
- Mailing address; Proposer's contact person email address and phone number
- Action Area – identify the one (1) Action Area for which the proposal is being submitted.
- Program Title
- Specific Target Population
- Geographic Area Served
- Commission District(s) Served
- Program Status (existing or new program)
- Program Start Date (if a new program)
- Total Program Budget (program's total budget during the time period for which you are requesting funding, but not more than one (1) year)
- Amount of Funding Request (how much you are requesting in the proposal)
- Unit Cost Service Description
- Unit Cost of Service
- Overview (three (3)) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the Board of County Commissioners and various publications)
- Signature – Cover Sheet must be signed by the Proposer

### 2. Summary

Please submit a proposal:

- By the Submission Deadline Date.
- Written in plain language, but that includes a narrative that fully addresses all questions in this RFP, and that provides citations for all data sources.
- That specifically addresses the Action Area(s) set out in this RFP; one (1) proposal per Action Area.
- That is typed, double-spaced and submitted on 8 ½ x 11" size paper, using a single method of fastening (e.g. stapled, binder, etc.).
- That includes one (1) unbound original and five (5) bound copies; and
- That includes one (1) copy of Proposer's most recent Independent Audit Report.

### 3. Guidelines/Requirements Scoring for Proposals include:

#### a. Need (up to 20 points total)

##### • Part A – Description of Need (up to 10 points)

- What is the need (or problem) in Palm Beach County that you are proposing to address (or solve)?
- Who does this need (or problem) impact in Palm Beach County, including identified subpopulations, if applicable? (This specifically refers to the population that you serve – who walks in your doors for services).
- What areas of the County will be served? Include zip codes with underrepresented population that is clearly described.
- Clearly define and describe the priority population.
  - Identify who is impacted by the problem, need, or issue
  - Define demographics and important socio-economic characteristics of your priority population
  - Report the estimated number of the priority population your project will serve
  - Outline the geographic location (town, community, neighborhood, etc.) where members of the priority population who are served by your project are located.
  - Detail how the priority population was involved in determining the need for the project
  - Specify how the priority population was involved in the development and/or implementation of the project

##### • Part B – Local Data (up to 10 points)

- What local Palm Beach County data or evidence exist to document the need (or problem)?
- Please include specific data regarding:
  - **Underserved Population(s) Served**
    - Provide clear descriptive data showing a group needing services that are currently not provided to them. This should be documented by data that show that a subgroup of the population being served is underrepresented among service recipients.
  - **Underserved Area(s) Served**
    - A clearly defined zip code or census tract area with underserved population and which lacks providers in the identified area or close proximity to the area.

#### b. Approach and Design (up to 25 points)

- Explain what your program will do to meet this need (or solve this problem).
- Detail the specific activities your program will complete.
- Identify the services your program will provide.
- Indicate your program's proposed accomplishments during the funding period.
- Demonstrate how your program will accomplish its goals.
- Relate how this proposal is in line with the Action Area as established by the YMP.
- Describe how the program assesses clients' needs and links them to identified needed services.



- Explain why you think this approach is the best way to engage the target population and to help them achieve the intended results. Include the research your organization did to identify and design the best approach to serve the target population and solve the problem or address the need.
- **Collective Impact:** The YMP was developed utilizing a collective impact approach, which included a great deal of community participation. Accordingly, please describe how the community will be involved in the delivery and evaluation of services.
- **Scope of Work:** Complete a Scope of Work using the template as provided hereto as **Attachment 7** and attach to your proposal. Describe the scope of work. Include the services to be completed (including when, where, and how often they are provided), the timeline for completing each component of the implementation, the target population, the roles and responsibilities of your organization and your project partners.
- **Project Innovation and Anticipated Challenges:** Please provide a concise but detailed narrative that highlights particular program components that are ground-breaking and/or challenging.
- Indicate prior and/or planned efforts to ensure staff receive cultural competency training and how this is/would be incorporated into service delivery.
- Describe prior and/or planned efforts to ensure staff receive trauma-informed care training and how this is/would be incorporated into service delivery.
- Identify and explain, if any, an evidenced-based approach your program will implement. Alternatively, describe supporting theoretical model, theory of change, or research-based rationale for the program.

**c. Evaluation Approach (up to 20 points total)**

- **Part A - Evaluation Methods (up to 15 points)**
  - Clearly describe the evaluation methodology of the program being proposed.
  - Complete the 2018 Community Based (CBA) Evaluation Plan/Logic Model template (**Attachment 9**) and attach to your proposal.
    - Ensure outcomes are SMART (specific, measurable, achievable, realistic, time-bound).
  - Identify applicable evaluation measurement tools and explain how it appropriately measures and tracks outcomes.
  - Illustrate how evaluation processes are incorporated into agency policy and procedures.
- **Part B – Performance History (up to 5 points)**
  - Discuss prior outcomes and other relevant data that demonstrate success of the services in this proposal.

**d. Available Resources and Sustainability (up to 15 points)**

- Disclose other funding that your organization has received to address this need (or solve this problem).
- Identify other funding that is available to support your organization in addressing this need (or solving this problem).
- Describe how your organization will continue to address this need (or solve this problem) if current funding ends.
- Explain how awarded funds will allow you to leverage additional dollars, if any.

- Name any partners who will assist your organization in addressing this need (or solving this problem). If applicable, please provide:
  - Name of project partners
  - Partner Letter(s) and existing/proposed Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) which explain how your partnership will address the need.
- Describe your use of volunteers in support of program and other agency activities.
- Detail the process to ensure Level II background checks are performed for the staff and volunteers.
- Provide the following information regarding organization capacity:
  - The experience and expertise of your organization and your project partners (if applicable) in working with the target population (Why your organization and your project partners, if applicable, are the right organizations to address the need (or solve the problem).
  - The experience and expertise of your organization and your project partners (if applicable) in successfully implementing and sustaining projects of similar scope and size (Why your organization and your project partners, if applicable, are the right organizations to work with the target population).
  - The roles, responsibilities, expertise, and experience of key project staff (including individuals from your organization, your partners, and consultants).

**e. Budget (up to 20 points)**

- Complete proposed program budget using the template/worksheet as is provided hereto as **Attachment 8**. Review the ‘sample’ and ‘guidelines’ tabs provided before completing the template. Ensure the requested fund justifications are complete.
- Ensure administration expenses are limited to no more than 15%.
- Provide a *Budget Justification* by describing in detail each of the line items requested in the budget. Employee positions should include brief descriptions of their duties in the program. If you are charging an indirect/administrative percentage fee, then you must remove any other line items related to indirect/administrative expenses. If an indirect cost percentage is being requested, an approved cost plan from a cognizant agency must be included.
- Attach a *Total Agency Budget* to the proposal. The budget forms that are part of the proposal do not need to be utilized for this budget.
- Ensure CBA portion of the budget is not more than 25% of the Total Agency Budget.
- Submit most recent audit report. If there were findings, describe corrective actions.
- Submit Year-End Financial Statements and IRS Form 990. If not submitted explain why.
- Submit Unit Cost service description (Is this an industry standard? If so, please state source).
- Submit Unit Cost of service (Is this an industry standard? If so, please state source).
- Ensure both the unit cost service description and cost are clear and accurately calculated.
- Formulas used to arrive at the cost should be included.

- f. Priority Area(s) Scores** - Range of points based on the number of proposals for each Action Area. The Review Panel will rank all proposals based on services' critical need, and on ensuring service availability and access to youth in need in Palm Beach County (e.g. If there are ten proposals, the top-ranked proposal will be awarded 10 points and so on).
- i. The SCORE awarded to a proposal is reflective of its competitiveness.
  - ii. The RANKING of the proposals is reflective of how imperative and critical the services are to ensure availability and access.
- g. Additional Points for Social and Emotional Learning Supports through OST programs ONLY (10 points)**
- Agencies enrolled in Prime Time Palm Beach County, Inc.'s Quality Improvement System (QIS) shall be awarded an additional 10 points, provided a MOU/MOA with Prime Time is submitted with the proposal.

## **VII. TERMS AND CONDITIONS**

1. The YSD main office is located at 50 S. Military Trail, Suite 203, West Palm Beach and will have paper copies of the RFP, as well as being the location where the proposals are required to be submitted.
  2. **Proposal Guarantee**  
Proposer guarantees their commitment, compliance and adherence to all requirements of the RFP by submission of their proposal, as indicated by signature on the Cover Sheet.
  3. **Modified Proposals**  
Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Submission Deadline Date for receipt of proposals. Only the latest proposal submitted will be considered.
  4. **Late Proposals, Late Modified Proposals**  
Proposals and/or modified proposals submitted after 5:00 p.m. on the Submission Deadline Date, when the YSD door automatically locks, shall not be considered.
  5. **RFP Postponement/Cancellation**  
YSD staff will provide notice to all who have expressed interest in the RFP of any modifications to the RFP, postponement and/or cancellation. After the Pre-Proposal Conference, notifications will be provided only to those in attendance and said notification will only be provided to the Proposers' email addresses as provided at the Pre-Proposal Conference. In addition to notifications to those who attended the Pre-Proposal meeting, YSD staff will also post all associated documents on the on the YSD website at <http://discover.pbcgov.org/youthservices/Pages/default.aspx>.
- All interested Proposers are encouraged to monitor the YSD website <http://discover.pbcgov.org/youthservices/Pages/default.aspx> closely.
6. **Costs Incurred by Proposers**  
All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.
  7. **Public Record Disclosure**  
Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.
  8. **Palm Beach County Office of the Inspector General Audit Requirements**  
Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.



9. **Commencement of Work**

The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee, and upon written notice to the Proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by the County. The contract shall be in substantially similar form as attached hereto as **Attachment 11**.

10. **Non-Discrimination**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy or one that conforms to the County's policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

At the time of contract finalization, all Proposers shall agree to provide an affidavit as is attached hereto as **Attachment 10**.

11. Complete and submit the Submittal Checklist attached hereto as **Attachment 5**.

(remainder of page intentionally left blank)

# ATTACHMENTS

## ATTACHMENT 1

### Action Area Eligible Activities

#### Economic Access: Building education to employment pathways for disconnected youth

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment;
- (2) Increased aptitude to submit competitive applications for post-secondary education;
- (3) Gainful employment;
- (4) Stronger family support to facilitate post-secondary education and career development; and
- (5) A boost of self-esteem to inspire hope for the future.

#### Rationale:

“Disconnected” youth are primarily out-of-school, out-of-the-workforce youth, ages 16-22. Most are significantly off-track to complete the higher education credential that can enhance their life-long earnings potential. Often they have personal challenges that have interfered with school. Additionally, they are more likely than their peers to be English language learners, pregnant or parenting, homeless, adjudicated, minority, disadvantaged, LGBTQ or have mental health concerns. Below is a compilation of the many recommendations for services:

#### *Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):*

- Provide foundational education such as financial literacy, vision boarding, Dress for Success, time management, college tours and interview skills.
- Offer career exploration utilizing progressive, age-appropriate skill and interest inventories, guest speakers, and visits to local businesses as a means to broaden teens’ awareness of employment opportunities and careers.
- Provide personal guidance and mentoring support for post-secondary education, including but not limited to certificate programs and trade apprenticeships and career development.
- Provide exposure/access to structured entry-level employment in areas of potential career interest to increase employability and work readiness.
- Provide access to job readiness and employability training to prepare youth to compete for and excel in entry-level jobs.
- Increase knowledge/experience on post-secondary education- standardized testing, the application process and financial aid assistance, including but not limited to completion of the Free Application for Federal Student Aid (FAFSA).
- Provide coaching and apprenticeship/internships within and outside the agency to include summer opportunities.
- Assist in obtaining entry-level employment with local agencies/business.
- Facilitate youth participation in employment pathways through outreach efforts with schools including clubs and cities.
- Offer interventions and training to educators to seek and develop strengths in students in all educational settings making it easier for young people to stay in school.
- Provide opportunities in nontraditional school settings.
- Create opportunities for young offenders with felonies to be able to qualify for federal grants and scholarships.

- Increase training and professional learning opportunities for all frontline professionals working with disconnected youth to promote equitable practices, including:
  - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
  - Racial and gender equity training
  - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.



## ATTACHMENT 2

### **Action Area Eligible Activities** **Parenting and Role Models: Increase outreach to parents through communications, natural support network, and mentors**

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Positive outcomes for young people by fostering high quality, enduring relationships and family support;
- (2) Safe connections and a sense of belonging and validation in the home;
- (3) Effective parent-child communication;
- (4) Trusting relationships in the home that foster school achievement and healthy behaviors; and
- (5) Removing barriers to services through family support programs.

#### Rationale:

High quality, enduring relationships with caring adults can lead to a range of positive outcomes for young people. All families need resources in order to be supportive of their children. Families that struggle with poverty, illness or violence within or outside of their homes often need extra assistance. This does not diminish their desire to support their children, and it should not reduce our expectations that families can and must play this critical role. To this end, natural supports found in local neighborhoods, the faith community, and social networks need to be the first resources and the first responders when it comes to mentoring, information and making connections for families in Palm Beach County. Below is a compilation of the many recommendations for services:

#### *Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):*

- Expand parent mentoring and support networks for parents of young children through young adults.
- Develop communications campaigns aimed at both parents and parent mentors. Increase awareness of the range of services available. Get young people involved in development and delivery of outreach campaigns.
- Develop trainings aimed at both parents and parent mentors.
- Reduce barriers to access by increasing transportation options, internet and computer access, and providing more mobile services that bring the services closer to home or into the home.
- Create parent mentoring networks – recruitment, screening, training, matching, monitoring and support.
- Engage diverse and culturally competent mentors, volunteers and professional staff
- Increase training and professional learning opportunities for all frontline professionals working with parents, mentors and youth to promote equitable practices, including:
  - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
  - Racial and gender equity training
  - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

## ATTACHMENT 3

### Action Area Eligible Activities

#### Social and Emotional Learning Supports through quality OST programs

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Academic, social and emotional benefits to youth, including higher grades and test scores, development of social skills, reduced drop-out rates, and increased attendance; and
- (2) Safe, accessible and engaging place to go after school and during the summer to prevent risky behaviors and promote health and wellness.

#### Rationale:

Children's ability to be empathetic, manage emotions, manage their time, solve problems, and persist when challenged depends on the opportunities they have had to name, practice and be rewarded for these skills. Physical well-being and social/emotional development are crucial factors in being ready for learning – both when first entering school and at each stage along the way, up to and including post-secondary education entry.

Safe, secure children are much more likely to be emotionally, socially and academically ready for school- and for life. Children who are exposed to adverse childhood experiences are at higher risk for learning difficulties, emotional problems, developmental issues and long-term health problems. While attachment to a caregiver is essential in the early years, it is equally important that older youth have a trusted adult in their life. High school youth in Palm Beach County are more likely to turn to friends when feeling sad, empty, hopeless, angry, or anxious than to an adult. Social and emotional skill development is essential for knowledge development in academic content areas and for avoiding risky behaviors. Below is a compilation of the many recommendations for services:

#### *Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):*

- Programming resulting in development of social and emotional skills in youth.
- Programming resulting in youth's cognitive, behavioral and social/emotional engagement. Youth will learn problem-solving; have opportunities to exercise collaboration, leadership, and choice; identify things of interest; and, feel socially supported within the environment.
- Provide opportunities for young people to get involved in their community and assume leadership roles.
- Expand OST time and summer supports available and accessible for all students at all ages.
- Build socialemotional learning (SEL) skillsets of adults to influence their effectiveness in supporting youth SEL.
- After school and OST activities for middle and high school students that enable mentors and coaches to support SEL and that builds a relationship with law enforcement.
- Increase training and professional learning opportunities for all frontline professionals working with SEL development and/or providing OST supports to promote equitable practices, including:
  - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
  - Racial and gender equity training
  - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

## ATTACHMENT 4

### Action Area Eligible Activities

#### Ensure Safety and Justice by providing alternatives to crime and gangs

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Safe environments through prevention of youth violence and/or delinquent behaviors by targeting youth who are at enhanced risk for violence/delinquent behaviors;
- (2) Changing the life-trajectory for those youth who have already demonstrated violent or serious delinquent behaviors by providing comprehensive, multi-component, tertiary interventions addressing a constellation of risk factors;
- (3) Safe, accessible and engaging place to go after school and during the summer to prevent risky behaviors and promote health and wellness;
- (4) Development of youth leadership groups focused on promoting equity, inclusion, violence prevention, anti-bullying and social justice efforts; and
- (5) Positive family support to foster a sense of belonging and trust.

#### Rationale:

Issues involving safety and justice continues to be an area of concern for youth throughout Palm Beach County. Many of the youth who are involved in the child welfare system, often have lower academic achievement and higher involvement with the criminal justice system as teenagers and adults. Below is a compilation of the many recommendations for services:

#### ***Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):***

- Address family violence issues, including domestic violence, as well as gang education/awareness training and community intervention.
- Provide afterschool and out of school pro-social activities for middle and high school students that enable mentors and coaches to support social emotional learning and that build relationships with law enforcement.
- Increase quality mentoring programs, including peer mentoring and promote opportunities for mentors and coaches to support court involved youth delinquency and dependency.
- Provide opportunities for young people to get involved in their community and assume leadership roles.
- Deploy prevention programs, which provide early identification and prevention activities that educate parents and youth and provide alternatives to violent behaviors such as pro-social activities, tutoring, community service and other healthy options.
- Provide support and services to meet the mental health and behavioral health needs of youth and families.
- Increase training and professional learning opportunities for all frontline professionals working with youth to promote equitable practices, including:
  - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
  - Racial and gender equity training
  - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.

**ATTACHMENT 5  
Submittal Checklist**

Initials		
	1	Attended <b>Mandatory</b> Pre-Proposal Conference
	2	One (1) unbound original proposal, and 5 bound copies <ul style="list-style-type: none"> <li>• Typed, double-spaced and on 8 ½ x 11” paper</li> </ul>
	3	Completion of Cover Sheet (Attachment 6) <ul style="list-style-type: none"> <li>• All information provided</li> <li>• Signed</li> </ul>
	4	Provide Scope of Work (Attachment 7)
	5	Provide Budget (Attachment 8)
	6	Provide Logic Model, if applicable (Attachment 9)
	7	Provide Independent Audit Report
	8	Reviewed Non-discrimination affidavit form (Attachment 10)
	9	Reviewed Contract form (Attachment 11)



**ATTACHMENT 6  
Cover Sheet**

**PLEASE RESPOND TO ALL**

Name of Proposer				
Mailing address				
Contact person				
Email address				
Phone number				
<b>Action Areas</b>  Identify the <b>one (1) Action Area</b> for which the proposal is being submitted	<input type="checkbox"/> <b>Economic Access:</b> Building education to employment pathways for disconnected youth	<input type="checkbox"/> <b>Parenting and Role Models:</b> Increase outreach to parents through communications, natural support network, and mentors	<input type="checkbox"/> <b>Social and emotional learning</b> supports through quality OST programs	<input type="checkbox"/> <b>Ensure Safety and Justice</b> by providing alternatives to crime and gangs
Program title				
Specific target population, including number to be served				
Geographic area(s) served				
Commission District(s) served				
Program status: (existing or new)				
Program start date (if a new program)				
Total program budget (program's total budget during the time period for which you are requesting funding, but not more than one (1) year)				
Amount of funding request (how much you are requesting in the proposal)				
Unit cost service description				
Unit cost of service				
<b>Overview</b> (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the BCC and various publications):				

By: _____ Signature	_____
_____	_____
Title	Date

**ATTACHMENT 7**  
**Scope of Work**

**Agency Name:**

**Program Name:**

**Overview:**

**Services:**

**Number of Clients Served:**

## ATTACHMENT 8 Program Budget Worksheet

CBA Budget Items	CBA Program Name	Palm Beach County CBA	CBA Program Funder #2	CBA Program Funder #3	CBA Program Funder #4	Total Program Funding (All Sources)
Program Period: FY 2018		Proposed	Confirmed	Pending	Pending	Pending
<b>TOTAL PROGRAM FUNDING AMOUNT =</b>						
<b>Program Expenses</b>	<b>Narrative</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
<b>Personnel</b>						
Program Manager						
Program Assistant						
Fringe Benefits - Program Assistant						
Community Educator						
<b>Building /Occupancy</b>						
Rent/Lease						
Building Maintenance						
Insurance						
<b>Utilities</b>						
Electric						
Water						
Telephone						
<b>Project Supplies/Equipment</b>						
Office Supplies						
Postage/Shipping						
Printing						
Materials/Program Supplies						
Equipment Rental						
<b>Professional Fees</b>						
Conference Registration Fees						
Training						
Travel/Mileage						
<b>TOTAL PROGRAM EXPENSES =</b>		\$ -				
<b>Administrative Expenses</b>						
<b>Narrative</b>						
<b>Personnel</b>						
Executive Position #1 (JL)						
<b>Consulting Fees</b>						
KYZ Consultants						
<b>TOTAL ADMINISTRATIVE EXPENSES =</b>						
Administrative % of PBC Award			#DIV/0!			

CBA Budget Items	CBA Program Name	Palm Beach County CBA	Program Funder #2	Program Funder #3	Program Funder #4	Total Program Funding (All Sources)
		Proposed	Confirmed	Pending	Pending	Pending
Program Period: FY 2018						
<b>TOTAL PROGRAM FUNDING AMOUNT =</b>		\$ 112,045.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 182,045.00
<b>Program Expenses</b>						
	<b>Narrative</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
<b>Personnel</b>		\$ 72,445.00	\$ 45,000.00	\$ 17,500.00	\$ 7,500.00	\$ 142,445.00
Program Manager	Program manager position for community support service. Salary expense is 100% funded by PBC CBA award and includes fringe benefits.	\$ 25,000.00	\$ 30,000.00			\$ 55,000.00
Program Assistant	Program Assistant role is to support the program manager and community educator with daily tasks. This salary expense is 50% funded by PBC CBA award. Total salary expense is \$15,000, with 50% allocated to PBC (\$7,500). (Salary expense does not include fringe benefits)	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 37,500.00
fringe Benefits - Program Assistant	Fringe benefits expense for Program Assistant. Fringe benefits for this position total (\$1,800), with 50% allocated to Palm Beach County CBA in the amount of \$900.	\$ 900.00				\$ 92,500.00
Community Educator	Community Educator position is the primary interface with local schools, charities and support groups. Total Salary (including fringe benefits) billed to Palm Beach County CBA = \$39,045	\$ 39,045.00		\$ 10,000.00		\$ 49,045.00
<b>Building /Occupancy</b>		\$ 27,050.00	\$ -	\$ -	\$ -	\$ 27,050.00
Programmatic Rent/Lease	*Note: Rent for areas that house admin staff should be listed separately under admin section* Rent expense for Lake Worth facility. Total rental expense for FY16 = \$35,000. Allocation to Palm Beach County CBA award = \$20,000. Remaining \$15,000 will be paid by other operating income.	\$ 20,000.00				\$ 20,000.00
Building Maintenance	Maintenance expense for building XYZ	\$ 3,800.00				\$ 3,800.00
Insurance	Commercial, General, Liability Insurance	\$ 3,250.00				\$ 3,250.00
<b>Utilities</b>		\$ 2,400.00	\$ -	\$ 1,500.00	\$ -	\$ 3,900.00
Electric	Electric Utility Services expense for location X	\$ 1,200.00		\$ 1,000.00		\$ 2,200.00
Water	Water Utility service for location X	\$ 850.00		\$ 500.00		\$ 1,350.00
Telephone	Telephone expense for landline at location X	\$ 350.00				\$ 350.00
<b>Project Supplies/Equipment</b>		\$ 4,900.00	\$ -	\$ -	\$ -	\$ 4,900.00
Office Supplies	Office supplies for program staff	\$ 500.00				\$ 500.00
Postage/Shipping	Postage expense for client related mailing	\$ 750.00				\$ 750.00
Printing	Printing expense for program brochures	\$ 650.00				\$ 650.00
Materials/Program Supplies	Program related supplies used to support client base	\$ -				\$ -
Equipment Rental	Monthly Equipment rental fee for use of X = \$500 (\$6000 per year). Palm Beach County to cover 50% of this expense (\$3000).	\$ 3,000.00				\$ 3,000.00
<b>Professional Fees</b>		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
Conference Registration Fees	Professional development program fee	\$ 350.00				\$ 350.00
Training	Staff training expense for program/medical/intervention training for client support	\$ 1,500.00				\$ 1,500.00
Travel/Mileage	Program staff mileage reimbursement for client and training related meetings	\$ 1,100.00				\$ 1,100.00
<b>TOTAL PROGRAM EXPENSES =</b>		\$ 104,845.00	\$ 45,000.00	\$ 19,000.00	\$ 7,500.00	\$ 176,345.00
<b>Administrative Expenses</b>						
	<b>Narrative</b>					
<b>Personnel</b>		\$ 4,250.00	\$ -	\$ -	\$ -	\$ 4,250.00
Executive Position #1 (JL)	A 5% allocation of the Executive Director salary expense (including fringe benefits) will be billed to Palm Beach County CBA. Executive Director total salary expense = \$85,000. 5% allocation to Palm beach County CBA = \$4,250	\$ 4,250.00				\$ 4,250.00
<b>Consulting Fees</b>		\$ 2,950.00	\$ -	\$ -	\$ -	\$ 2,950.00
XYZ Consultants	Accounting and audit expenses for CBA program. Annual Accounting fee = \$950, Annual Audit fee = \$2,000. Total expense = \$2,950	\$ 2,950.00				\$ 2,950.00
<b>TOTAL ADMINISTRATIVE EXPENSES =</b>		\$ 7,200.00	\$ -	\$ -	\$ -	\$ 7,200.00
Administrative % of PBC Award			6%			



Item #	Guidelines
1	A separate budget worksheet must be completed for each CBA funded program.
2	Please complete each column for each funder in detail. Please use Column A to describe in detail each expense.
3	The budget worksheet is not locked. Add line items and insert rows as appropriate for your program.
4	Do not enter data in cells that are grayed out.
5	Comments (notes) have been entered in various cells to help guide your entries.
6	Keep to the general format of the template.
7	You can format/auto sum cells that require totals to be entered.
8	If you wish to add your Agency name to the header/footer section, please do so.
9	Be sure that you list the relevant program name in cell B1.
10	If you have numerous funders for your program, insert additional columns to capture that summary data.

## ATTACHMENT 9 Logic Model

Column3	Column2	Column3	Column4	Column5	Column6	Column7	Column8
Family		Agency		Community			
<b>Identified Problem, Need, Situation</b>	<b>Service or Activity</b>	<b>Outcome</b>	<b>Outcome/Indicator</b>	<b>Actual Results</b>	<b>Measurement Tool</b>	<b>Data Source</b>	<b>Frequency of Data Collection or Reporting</b>
Instruction: Identifies Need/ Problem/ Situation.	Instruction: Identify the number of clients to be served, the timeframe for the project, they also include the number of units of service offered.	Instruction: General statement of results expected.	Instruction: Projected number of clients expected to achieve each outcome divided by the number served, the percentage expected to achieve.	Instruction: The Actual number of clients achieving the outcome, divided by the number served, the percentage of clients who achieved each outcome.	Instruction: What evidence will you collect to prove your outcomes are achieved?	Instruction: include Collection Procedure, Personnel Responsible	Instruction: How often and when is data collected.
Example: Families have limited financial literacy skills	Example: Administer Financial Literacy classes	Example: Families increase their financial literacy skills	Example: 7/20 or 55% of families will increase their financial literacy skills within 90 days		Example: Pre-test, post-tests	Example: Get information from instructor, stored in case files/ databases; Case Manager	Example: Within 90 days
<b>Mission Statement:</b>	<b>INSERT AGENCY MISSION STATEMENT</b>						

**ATTACHMENT 10**  
**Non-Discrimination Policy Affidavit**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy or one that conforms to the County's policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- {enter other party legal name}** hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County; or
  
- {enter other party legal name}** does not have a written non-discrimination policy or one that conforms to the County's policy; however **{enter other party legal name}** affirms that it shall conform to the County's non-discrimination policy as provided above.

**{enter other party legal name}**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**ATTACHMENT 11**  
**Contract Format**



## CONTRACT FOR COMMUNITY BASED AGENCIES

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (LEGAL NAME OF ENTITY), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is \_\_\_\_\_.

**WHEREAS**, the AGENCY is a not-for-profit agency providing services to residents of Palm Beach County; and

**WHEREAS**, the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY's services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

The COUNTY'S representative/liason during the performance of this Contract shall be Geeta Loach-Jacobson, Director of Outreach & Community Programming (telephone no. 561-242-5700).

The AGENCY'S representative/liason during the performance of this Contract shall be \_\_\_\_\_, (telephone no. \_\_\_\_\_).

### **ARTICLE 2 - SCHEDULE**

- A. The AGENCY shall commence services on October 1, 2017, and complete all services by September 30, 2018.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.
- C. This Contract may be extended for two (2) one (1) year terms, at COUNTY's sole discretion. If COUNTY wishes to extend this Contract, DEPARTMENT shall request AGENCY to submit a proposed Scope of Work and Service Units for the next fiscal year (October 1 – September 30) that would be due by May 1<sup>st</sup> of the then current fiscal year. Annual contract extensions will be subject to contract adherence and to performance and to implantation fidelity review. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this Contact may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

### **ARTICLE 3 - PAYMENTS TO AGENCY**

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of DOLLARS (\$). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Units of Service) or services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. The program and unit cost definitions for this Contract year are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, or Designee.
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15<sup>th</sup> of each fiscal year. Any amounts not submitted by October 15<sup>th</sup>, shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts.
- D. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, no later than the 15<sup>th</sup> of each month, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
- E. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate

representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

#### **ARTICLE 6 – AMENDMENTS TO FUNDING LEVELS**

This Contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this Contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

- At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.
- At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.
- At three quarters of the service period the AGENCY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded agency may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the DEPARTMENT's Director. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

#### **ARTICLE 7 - INSURANCE**

AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under this Contract.

- J. **Commercial General Liability** - AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual

Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/Molestation Coverage at a sublimit of not less than **\$250,000**.

- K. **Business Automobile Liability** - AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis
- L. **Worker's Compensation Insurance & Employers Liability** - AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- M. **Professional Liability** - AGENCY shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than three (3) years. AGENCY shall provide this coverage on a primary basis.
- N. **Additional Insured** - AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- O. **Waiver of Subrogation** - AGENCY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- P. **Certificates of Insurance** - Prior to execution of this Contract, AGENCY shall provide initial evidence to the COUNTY'S representative, at the address below, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect.



Palm Beach County Youth Services Department  
Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

During the term of this Contract, and prior to each subsequent renewal thereof, the AGENCY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the Certificate Holder:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

- Q. **Umbrella or Excess Liability** - If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- R. **Right to Review** - COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **ARTICLE 8 - INDEMNIFICATION**

AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of AGENCY. The AGENCY also shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

## **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY,

nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

#### **ARTICLE 10 – WARRANTIES AND LICENSING REQUIREMENTS**

The AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients' demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contract with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

#### **ARTICLE 11 – NON-DISCRIMINATION**

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

## **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

## **ARTICLE 13 – AGENCY’S PROGRAMMATIC REQUIREMENTS**

The AGENCY shall agree to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY must maintain separate financial records for Community Based Agency (CBA) contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. CBA’s cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. Maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.
- D. No private or confidential data collected, maintained, or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached Scope of Work, and the attached Units of Service are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other funder’s licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- F. AGENCY agrees to submit outcomes in the report format as included in **Exhibit D, Example 1**. Reports will be provided on a quarterly basis so that DEPARTMENT staff is able to determine performance of services being provided. The AGENCY agrees to submit final outcomes by October 15<sup>th</sup> in order to be in contract compliance and also to be able to determine AGENCY's progress in attaining its goals as outlined in the attached Scope of Work. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or consideration of future funding.
- G. AGENCY agrees to submit demographic reports, in the report format as included in **Exhibit D, Example 2**, based on the clients served by the COUNTY funding. This report will be due as part of the quarterly report. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted.
- H. AGENCY agrees that their allowable administration costs will not exceed fifteen percent (15%) of the contracted amount.
- I. AGENCY shall submit quarterly reports in January, April, July and October, no later than the 15<sup>th</sup> of the month, and shall include the applicable data from the preceding quarter. The first report is due January 15<sup>th</sup>.
- J. AGENCY agrees to participate in further evaluation, conducted by DEPARTMENT, or on behalf of DEPARTMENT. In addition to monitoring, this may include assessment to investigate program effectiveness. Accordingly, AGENCY agrees to:
  - 1. Collect individual participant pre and post-implementation data, if applicable.
  - 2. Submit enrollment, attendance, and any necessary data and reports to DEPARTMENT program monitor and/or evaluator, or to other data collector working on behalf of DEPARTMENT.

**ARTICLE 14 - ACCESS AND AUDITS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.



The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit compiled with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit are due 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department  
Attn: Geeta Loach-Jacobson, Director of Outreach & Community Programming  
50 S. Military Trail, Suite 203  
West Palm Beach, FL 33415

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The AGENCY will provide a final close out report and Financial Reconciliation Statement, in the form provided as set forth in **Exhibit C** on accounting for all funds expended hereunder not later than 30 days from the contract end date.

#### **ARTICLE 15 - CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

## **ARTICLE 16 – DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

## **ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2<sup>nd</sup> Street, Suite 1500, Miami, FL 33131.

## **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## **ARTICLE 19 - CONTINGENT FEES**

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

## **ARTICLE 20 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

Notwithstanding anything contained herein, AGENCY shall be required to submit each subcontractor's information to COUNTY, and COUNTY will provide written acceptance/non-approval to AGENCY.

## **ARTICLE 21 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 22 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the AGENCY'S failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

## **ARTICLE 23 - ARREARS**

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY

under this Contract. These documents shall include data for monitoring and evaluation as applicable. Client files and records will remain the property of the AGENCY.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 25 - TERMINATION**

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another Agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

#### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not



be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a contract amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

**ARTICLE 28 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department  
Tammy K. Fields, Director  
50 S. Military Trail, Suite 203  
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the AGENCY, notices shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests,

gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

#### **ARTICLE 30 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY's service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27- Modifications of Work.

{Remainder of page left blank intentionally}

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set its hand the day and year above written.

**ATTEST:**

**COUNTY:**

**SHARON R. BOCK  
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Tammy K. Fields, Director

**WITNESS:**

**AGENCY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

(corp. seal)

**EXHIBIT A**

**SCOPE OF WORK & SERVICE UNITS**

*Will be based upon the information presented in the RFP*

**Agency Name:**

**Program Name:**

**Overview:**

**Services:**

**Number of Clients Served:**



**EXHIBIT B**

**UNITS OF SERVICE RATE AND DEFINITION**

Agency:

*Will be based upon the information presented in the RFP*

<b>Service Name and Definition of Unit of Service</b>	<b>Unit Cost</b>	<b>Total Cost of Service</b>
Input description	\$	\$
Input description	\$	\$
Total Contract		\$

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract/Agreement between Palm Beach County Board of County Commissioners (County) and \_\_\_\_\_ (Resolution # \_\_\_\_\_) (Agency), effective \_\_\_\_\_, 20\_\_\_\_\_, for (describe subject) \_\_\_\_\_, attached is a final financial reconciliation of the funds provided by Palm Beach County.

As shown in the attached (mark applicable box):

- All funds provided by County were spent in accordance with the provisions of the Contract/Agreement; and total administrative expenses did not exceed fifteen percent (15%)

OR

- There were under expenditures in the amount of \$, which pursuant to the Contract/Agreement, will be returned to County by (enter date); all other funds were spent in accordance with the provisions of the Contract/Agreement.

The undersigned states that he/she is the Chief Financial Officer/Designee or other individual dually authorized as stipulated in the Contract/Agreement to sign this type of document. The information attached is a true and accurate representation of the expenditure of County funds under the Contract/Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**EXHIBIT D**  
**REPORT FORMAT**

Report Submission:

Quarterly:

- AGENCY will provide quarterly data for all programs/program participants funded in this Contract. Each quarterly report will contain the following information:
  - *Will be based upon the information presented in the Proposal*
- Outcomes, as identified above, tracked as shown on the attached Example 1 (sample logic model)
- Demographic information available, as shown on the attached Example 2

## EXHIBIT D, Example 1

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
SAMPLE Logic Model							
Identified Problem, Need, Situation	Service or Activity	Outcome	Outcome/Indicator	Actual Results	Measurement Tool	Data Source	Frequency of Data Collection or Reporting
<p>Instruction: Identifies Need/ Problem/ Situation</p>	<p>Instruction: Identify the number of clients to be served, the timeframe for the project, may also include the number of units of service offered</p>	<p>Instruction: General statement of results expected</p>	<p>Instruction: Projected number of clients expected to achieve each outcome divided by the number served, the percentage expected to achieve</p>	<p>Instruction: The Actual number of clients achieving the outcome, divided by the number served, the percentage of clients who achieved each outcome</p>	<p>Instruction: What evidence will you collect to prove your outcomes are achieved?</p>	<p>Instruction: Include Collection Procedure, Personnel Responsible</p>	<p>Instruction: How often, and when is data collected</p>
<p>Example: Families have limited financial literacy skills</p>	<p>Example: Administer Financial Literacy classes</p>	<p>Example: Families increase their financial literacy skills</p>	<p>Example: 7/10 or 95% of Families will increase their financial literacy skills within 90 days</p>		<p>Example: Pre-test, post-tests</p>	<p>Example: Get information from instructor, stored in case files/ databases, Case Manager</p>	<p>Example: Within 90 days</p>
<p><b>Mission Statement:</b></p>	<p><b>INSERT AGENCY MISSION STATEMENT</b></p>						





# Strengthening the Steps to Success



**Youth Master Plan  
for Palm Beach County**

# Coalition Contributors & Partners

Achievement Centers for Children and Families  
211 Palm Beach County/Treasure Coast  
Aid to Victims of Domestic Abuse, Inc.  
Alexander W. Dreyfoos School of the Arts  
Area Agency on Aging  
ASPIRA of Florida, Inc.  
Atlantic Community High School  
American Association of Caregiving Youth  
Autism After 21  
Banyan Creek Elementary School  
Belle Glade Youth Empowerment Center  
Belle Glade, City of  
Bentley's Child Development Center, Inc.  
Boys and Girls Clubs of Palm Beach County  
Boy Scouts of America  
Boys Town South Florida  
Bridges - Children's Home Society of Florida  
CareerSource Palm Beach County  
Carver Middle School  
Center for Family Services of Palm Beach County, Inc.  
ChildNet  
Children's Behavioral Health Collaborative  
Children's Services Council of Palm Beach County  
Chrysalis Health  
Coalition for Black Student Achievement  
Community Foundation for Palm Beach and Martin Counties  
Communities in Schools- Palm Beach County  
Community Partners, Inc.  
Compass Community Center  
Conniston Middle School  
CROS Ministries  
Dare To Be A Girl  
Decoding Literacy  
Delray Beach, City of  
Diabetes Coalition of Palm Beach County  
Early Learning Coalition of Palm Beach County  
El Sol, Jupiter's Neighborhood Resource Center  
Everglades Preparatory Academy  
Families First of Palm Beach County  
The Celia Lipton Farris & Victor W. Farris Foundation  
Federation of Families  
Florida Atlantic University  
Florida Atlantic University Center for Autism & Related Disabilities  
Florida Department of Children & Families  
Florida Department of Health in Palm Beach County  
Florida Department of Juvenile Justice  
Florida Department of Law Enforcement  
Florida House of Representatives, Kevin Rader's Office, District 81  
Florida International University  
Florida Rural Legal Services  
For The Children, Inc.  
Forest Hill Community High School  
Glades Central High School  
★ Greenacres, City of  
G-Star School of the Arts  
Gulfstream Goodwill Industries  
Haitian Heroes  
Health Care District of Palm Beach County  
Healthy Mothers, Healthy Babies Coalition of Palm Beach County, Inc.  
Healthier Delray Beach  
Healthier Jupiter  
Hispanic Human Resources Council, Inc.

Honda Classic  
Housing Partnership, Inc.  
Islamic Center of Boca Raton  
Islamic Center of North America Relief USA  
Juvenile Justice Circuit 15 Advisory Board  
Lake Shore Middle School  
Lake Worth Community High School  
League of Cities  
Literacy Coalition of Palm Beach County  
Lutheran Services Florida  
Mental Health Association of Palm Beach County, Inc.  
Office of the Public Defender, 15th Judicial Circuit  
Office of the State Attorney, 15th Judicial Circuit  
Orchard View Elementary School  
Pahokee, City of  
Pahokee Middle School  
Palm Beach Atlantic University  
Palm Beach County Board of County Commissioners  
Palm Beach County Court Administration  
Palm Beach County Fire Rescue  
Palm Beach County Office of Community Revitalization  
Palm Beach County Parks & Recreation  
Palm Beach County Public Affairs  
Palm Beach County Public Library  
Palm Beach County Sheriff's Office  
Palm Beach County Youth Services Department  
Palm Beach State College  
Palm Healthcare Foundation  
Parent-Child Center, Inc.  
PBC Action Alliance for Mental Health  
Planned Parenthood of South, East, and North Florida  
Prime Time Palm Beach County, Inc.  
Riviera Beach Youth Empowerment Program  
Riviera Beach, City of  
S.D. Spady Elementary School  
Salvation Army  
Seagull Industries  
Sickle Cell Foundation of Palm Beach County  
School District of Palm Beach County  
School Health Advisory Council  
Southeast Florida Behavioral Health Network, Inc.  
Spady Cultural Heritage Museum  
St. John Missionary Baptist Church  
Tabernacle Missionary Baptist Church  
Talented Teen Club  
The Glades Initiative, Inc.  
The Lord's Place, Inc.  
The West Jupiter Community Group, Inc.- Edna W. Runner Tutorial Center  
Unicorn Children's Foundation, Inc.  
United Way of Palm Beach County  
Urban League of Palm Beach County  
Urban Youth Impact  
Village Academy  
West Palm Beach, City of  
YMCA of South Florida  
Youth Coalition of South Florida



# Community Conversations

One of Birth to 22's most unique and important contributions has been its efforts to not only engage young people, families and service providers, but also to capture their perspectives and suggestions in ways that maintained their richness. The goal was not just to affirm, but to inform and even challenge "official" thinking.

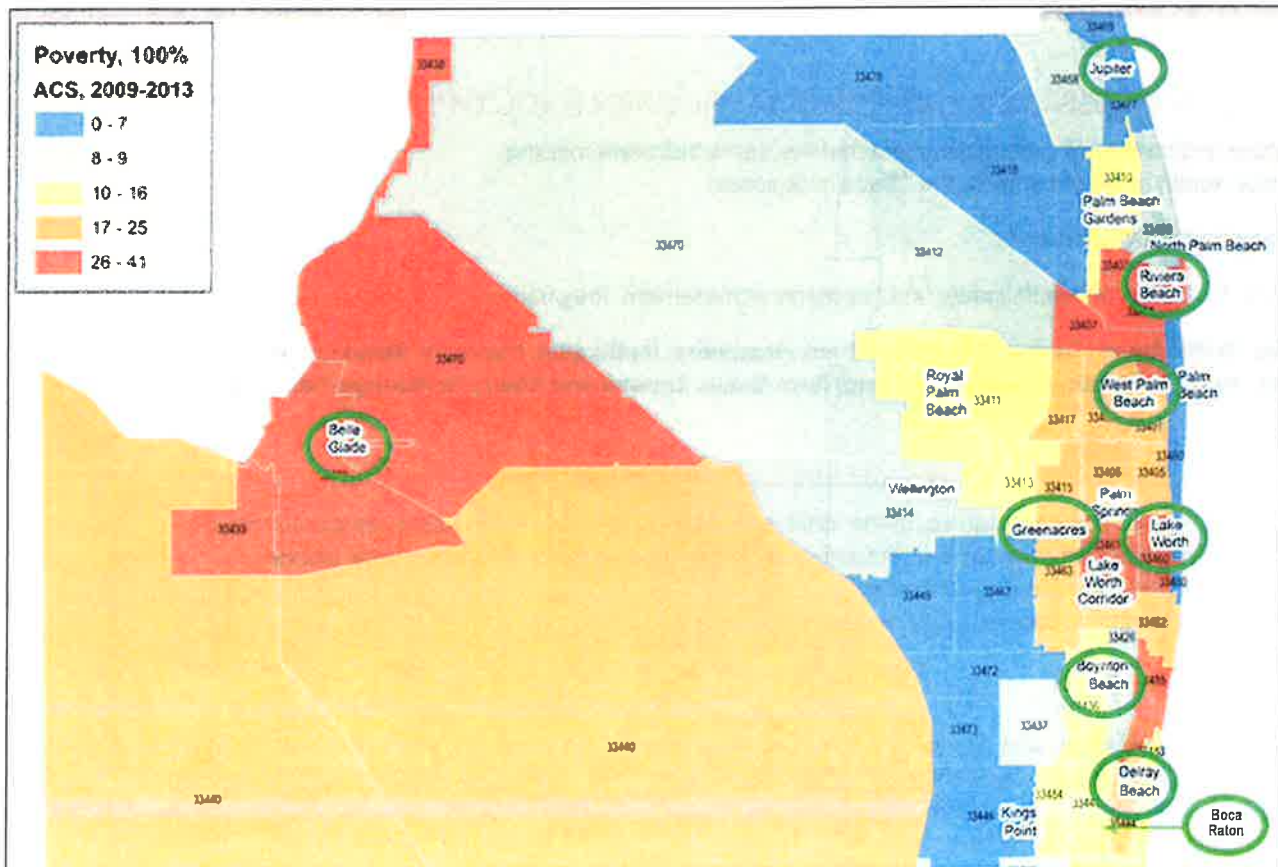
Eleven community conversations that engaged over 700 participants were held throughout the county. In addition to ensuring geographic diversity, steps were taken to make sure that half of the conversations were with underrepresented stakeholder groups:

- 1 Separate meetings held with middle, high school, and college students, LGBTQ youth, special needs youth and disconnected youth took place across the county.
- 2 Outreach efforts held in Belle Glade, Riviera Beach and Lake Worth—three areas with some of the highest poverty rates in the county—drew almost half of the overall participants (45%). For a full picture of the community conversation sites see the map below and Appendix 4.1).
- 3 Adult and youth participants represented every group on the Forum's Stakeholder Wheel (used to ensure balanced representation) (See Diagram on page 27).

The diversity of participants contributed directly to the richness of responses to questions such as: "What are the most important indicators of youth success?" and "What are the key supports needed?"

- Participants not only reviewed data and prioritized the child and youth indicators shown to them, they also identified additional needed data.
- Participants generated over 700 detailed responses to the question of what local conditions need to be addressed in order to ensure youth success. These responses were captured, coded, and categorized.

## POVERTY BY ZCTA IN PALM BEACH COUNTY





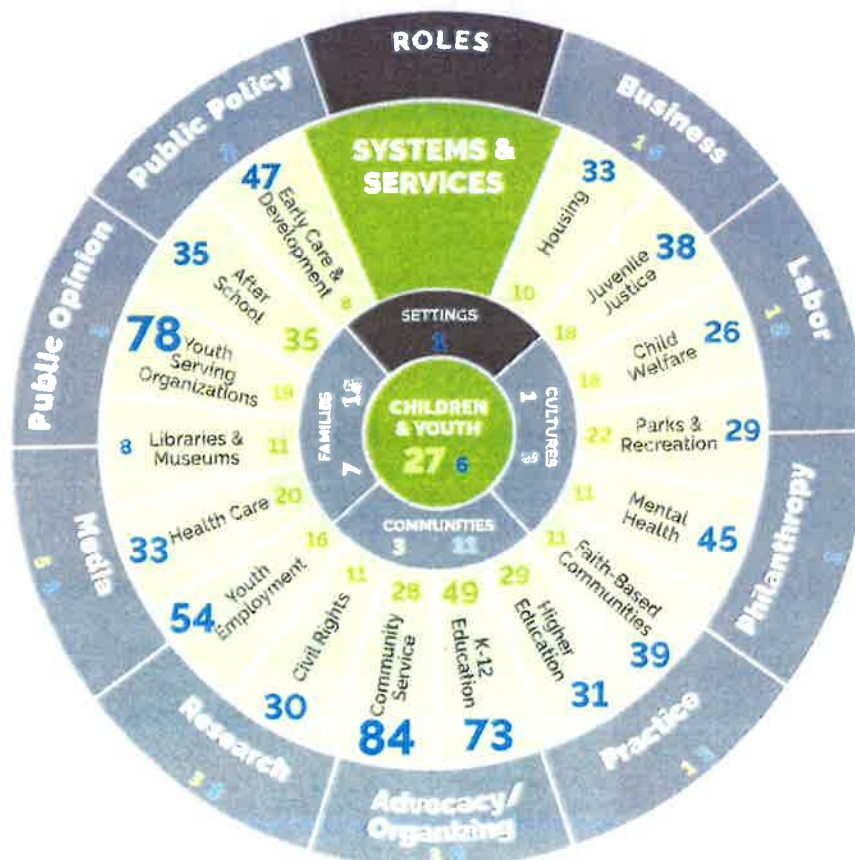
# COMMUNITY CONVERSATIONS: WHO WAS IN THE ROOM?

## “Where do you see yourself in this picture?”

This question was asked of 700+ participants across 11 community conversations.

As participants walked into the community conversations, they were asked to map themselves onto a poster-sized version of this Stakeholder Wheel. Using either green or blue dots (see Key), they could map themselves into as many roles, systems or settings they deemed relevant. A simple tool like this helps demonstrate the natural diversity of assets and perspectives community members bring to the table. It also provides quick insight into the types of stakeholders who may require extra outreach to ensure their sustained engagement.

KEY: ■ 22 years old & younger ■ 23 years old & older



# Action Areas

The six “emerging themes” from the community conversations helped define six “strategic supports” children, youth and their families need to thrive – access and affordability of basic supports, more effective supports for families and supportive parents and role models, social/emotional supports, educational supports, health and wellness supports, and alleviation of community stressors and system barriers. These are key to building the stairs to success and they are already being identified and prioritized in other plans such as the Palm Beach County School District’s 2016-2021 Strategic Plan: Growing. Strong. (SDPBC, 2016). The Youth Master Plan Task Force started with a comprehensive analysis of these plans to make sure the Youth Master Plan really is a master plan – one that builds on and unites work already underway. Summary

sheets showing the detailed “mapping” work done by each of the action planning groups to combine the detail from the community conversations with the existing coalition recommendations are displayed in Appendix 6.1. While their work was organized by developmental stage (early childhood, school-age, etc.), the combined work – Birth to 22 – is shown in the charts in this section.

The Action Areas in **Green** reflect collaborative work that is already **Underway**. Many of the Coalitions, Networks & Systems coordinating their efforts as a part of Birth to 22 are working together on these objectives. (For some key connections, see graphic in page 34. For more detail, see Appendix 7.1). The action areas in **Purple** have been identified as **Emerging** areas for collaboration – additional high priority areas to be tackled by Birth to 22 in the next phase of work.

## Economic Access

- Mitigate the impacts of poverty on youth options
- Increase affordability of basic services
- **Build education to employment pathways for disconnected youth**

## Parenting & Role Models

- **Increase effective parent support programming**
- **Increase outreach to parents through communications, natural support networks & mentors**

## Social & Emotional Supports

- **Strengthen quality out-of-school time opportunities**
- **Promote social and emotional learning across all environments where young people spend their time**

## Educational Supports

- **Promote educational equity for all students– from pre-K through post-secondary education**
- **Support access to and success in higher education for middle school through post-secondary students**
- Increase parent, community & business involvement in education

## Health & Wellness Supports

- **Ensure access to healthy foods and exercise options**
- Improve physical and behavioral health care access
- Address teen health risks

## Removal Of Community Stressors & Systemic Barriers

- **Become a trauma-sensitive community**
- Ensure safety & justice

### Equity Agenda

Ensure needs of all are addressed, including: Those with **special needs**, LGBTQ, **Black/African American & Hispanic/Latino**, care-giving youth, court-involved youth, homeless & foster care youth, and youth presenting with **behavioral health** concerns



ECONOMIC ACCESS	ACTION AREA	Mitigate the impacts of poverty on youth options	<ul style="list-style-type: none"> <li>• Increase access to resources that alleviate stressors related to poverty</li> <li>• Evaluate options for better supporting homeless families</li> <li>• Increase access to affordable housing to reduce transience</li> <li>• Establish linkages to programs that assist families with financial stability</li> </ul>
	ACTION AREA	Increase affordability of basic services	<ul style="list-style-type: none"> <li>• Increase/improve access to subsidies for basic services</li> <li>• Increase access to affordable child care to allow further education/employment seeking</li> <li>• Develop incentives for employer-assisted child care</li> <li>• Improve access to reliable transportation</li> </ul>
PARENTING & ROLE MODELS	ACTION AREA	Build education to employment pathways for disconnected youth	<ul style="list-style-type: none"> <li>• Develop meaningful strategies for outreach to and engagement of disconnected youth</li> <li>• Create viable onramps to connect disconnected youth to family, school, community and work through expansion of entrepreneurship and other skill-building opportunities</li> <li>• Increase job training options to meet current market demand</li> </ul>
	ACTION AREA	Increase effective parent support programming	<ul style="list-style-type: none"> <li>• <b>Build on strengths of existing efforts such as the Early Learning Coalition, Children's Services Council, BRIDGES &amp; schools</b></li> <li>• <b>Ensure that parenting education is appropriate and reaches families in need</b></li> </ul>
SOCIAL & EMOTIONAL SUPPORTS	ACTION AREA	Increase outreach to parents through communications, natural support networks & mentors	<ul style="list-style-type: none"> <li>• Address gaps in parents' knowledge about resources and issues (e.g., child care and transportation)</li> <li>• Expand parent mentoring &amp; support groups for parents of young children through young adults and expand staffing to include professionals, lay educators and resident leaders</li> <li>• Expand training aimed at both parents and parent mentors</li> <li>• Coordinate outreach and awareness campaigns aimed at parents and engage young people in the campaigns</li> </ul>
	ACTION AREA	Strengthen quality out-of-school time opportunities	<ul style="list-style-type: none"> <li>• Expand out of school time and summer supports available for all students at all ages, including transportation</li> <li>• Scale up quality improvement systems, use of evidence-based programs and practices, and professional learning communities</li> <li>• Increase quality mentoring programs, including peer mentoring</li> </ul>
EDUCATIONAL SUPPORTS	ACTION AREA	Promote social and emotional learning across all environments where young people spend their time	<ul style="list-style-type: none"> <li>• Align social and emotional learning standards and practice in school and in community settings while increasing accessibility and quality</li> <li>• Develop approaches for bullying prevention and social media awareness</li> <li>• Promote opportunities for mentors and coaches to support social and emotional learning</li> <li>• Develop opportunities for middle and high school students to build relationship with law enforcement</li> <li>• Provide opportunities for young people to get involved in their community and assume leadership roles</li> </ul>
	ACTION AREA	Promote educational equity for all students – from pre-K through post-secondary education	<ul style="list-style-type: none"> <li>• Increase wages for child care workers</li> <li>• Define pillars of effective instruction to increase the academic achievement of all students</li> <li>• Embed cultural competence, equity and access within instructional practices</li> <li>• Provide instructional programming customized to the individual strengths, needs, interests, and aspirations of each learner</li> <li>• Refine process for regular diagnoses and periodic reevaluation of ESE (Exceptional Student Education) students and review the data and overall referral process for improvement</li> <li>• Provide digital and blended learning opportunities utilizing current technology</li> <li>• Expand and enhance pre-K programs &amp; services in collaboration with community &amp; agency partners</li> <li>• Develop the capacity to deliver effective instruction, programming and learning opportunities from pre-K to college access</li> <li>• Recruit, hire, retain &amp; promote growth and advancement of high-quality educators</li> </ul>
HEALTH & WELLNESS SUPPORTS	ACTION AREA	Support access to and success in higher education for middle through post-secondary students	<ul style="list-style-type: none"> <li>• Ensure post-secondary advising for high school students</li> <li>• Promote completion of Free Application for Federal Student Aid (FAFSA)</li> <li>• Increase scholarships, non-financial resources and support services for students engaged in post-secondary education</li> </ul>
	ACTION AREA	Increase parent, community & business involvement in education	<ul style="list-style-type: none"> <li>• Develop strategies to increase parent engagement and support of their children's education</li> <li>• Develop strategies to increase business participation and contributions to education and programs for youth</li> <li>• Expand student supports, including tutoring, mentoring out-of-school time programs &amp; mentoring</li> </ul>
REMOVAL OF COMMUNITY STRESSORS & SYSTEMIC BARRIERS	ACTION AREA	Ensure access to healthy foods and exercise options	<ul style="list-style-type: none"> <li>• Ensure all children have three healthy meals a day throughout the year</li> <li>• <b>Provide family healthy eating education, along with access to fresh foods</b></li> <li>• Increase business community investments in food banks and other access programs</li> <li>• Increase recreation opportunities and educate community on available opportunities</li> </ul>
	ACTION AREA	Expand and improve detection, prevention and intervention physical and mental health services behavioral health care access	<ul style="list-style-type: none"> <li>• Ensure all children have a medical home to receive preventative care</li> <li>• Create "one-stop shops" to improve access to services</li> <li>• Increase access to early intervention services</li> <li>• <b>Increase access to in-home respite care by connecting existing health care initiatives</b></li> <li>• Ensure access to effective behavioral health supports, including providing dedicated staffing to support linkages to behavioral health supports in school</li> <li>• Develop "mental health" court</li> </ul>
REMOVAL OF COMMUNITY STRESSORS & SYSTEMIC BARRIERS	ACTION AREA	Address teen health risks (e.g. pregnancy, obesity)	<ul style="list-style-type: none"> <li>• Launch/improve sexual health awareness and education campaigns</li> <li>• Provide cultural competency training for adolescent health care professionals (esp. prenatal care and pregnancy prevention)</li> </ul>
	ACTION AREA	Become a trauma sensitive community	<ul style="list-style-type: none"> <li>• Improve screening for maternal depression</li> <li>• Increase awareness of domestic violence services and shelters</li> <li>• Create trauma sensitive treatment sites</li> <li>• When interacting with children and youth who have experienced Adverse Childhood Experiences, ensure trauma-sensitive practices in all of the places young people spend time</li> <li>• Develop a system to improve screening and identification of trauma throughout the continuum from early childhood to young adulthood and improve linkages to support services</li> </ul>
REMOVAL OF COMMUNITY STRESSORS & SYSTEMIC BARRIERS	ACTION AREA	Ensure safety & justice	<ul style="list-style-type: none"> <li>• Provide alternatives to crime and gangs</li> <li>• Strengthen prevention efforts to deter entry into the delinquency system</li> <li>• Develop a system of forgiveness for the juvenile justice system</li> <li>• Improve pathways for youth to transition from treatment centers back into school and community without bias, and create mechanisms to track denials and barriers to accessing systems fully</li> </ul>

KEY: Green = Underway Purple = Emerging

### ATTACHMENT 3

#### Action Area Eligible Activities

#### Social and Emotional Learning Supports through quality OST programs

Evidence-based or promising practice programs and services in this category should address outcomes and performance measures that result in:

- (1) Academic, social and emotional benefits to youth, including higher grades and test scores, development of social skills, reduced drop-out rates, and increased attendance; and
- (2) Safe, accessible and engaging place to go after school and during the summer to prevent risky behaviors and promote health and wellness.

#### Rationale:

Children's ability to be empathetic, manage emotions, manage their time, solve problems, and persist when challenged depends on the opportunities they have had to name, practice and be rewarded for these skills. Physical well-being and social/emotional development are crucial factors in being ready for learning – both when first entering school and at each stage along the way, up to and including post-secondary education entry.

Safe, secure children are much more likely to be emotionally, socially and academically ready for school- and for life. Children who are exposed to adverse childhood experiences are at higher risk for learning difficulties, emotional problems, developmental issues and long-term health problems. While attachment to a caregiver is essential in the early years, it is equally important that older youth have a trusted adult in their life. High school youth in Palm Beach County are more likely to turn to friends when feeling sad, empty, hopeless, angry, or anxious than to an adult. Social and emotional skill development is essential for knowledge development in academic content areas and for avoiding risky behaviors. Below is a compilation of the many recommendations for services:

#### ***Suggested Uses of Available Funds (based on recommendations included in the Youth Master Plan):***

- Programming resulting in development of social and emotional skills in youth.
- Programming resulting in youth's cognitive, behavioral and social/emotional engagement. Youth will learn problem-solving; have opportunities to exercise collaboration, leadership, and choice; identify things of interest; and, feel socially supported within the environment.
- Provide opportunities for young people to get involved in their community and assume leadership roles.
- Expand OST time and summer supports available and accessible for all students at all ages.
- Build socialemotional learning (SEL) skillsets of adults to influence their effectiveness in supporting youth SEL.
- After school and OST activities for middle and high school students that enable mentors and coaches to support SEL and that builds a relationship with law enforcement.
- Increase training and professional learning opportunities for all frontline professionals working with SEL development and/or providing OST supports to promote equitable practices, including:
  - Cultural competency training with a focus on understanding homelessness, depression, and gender identity among LGBTQ youth
  - Racial and gender equity training
  - Special needs awareness and inclusivity training

Please review the Birth to 22 Appendix, Section 3, subsection 3.3.2

(<http://pbcbirthto22.com/pdf/APPENDIX%20YMP%20SECTION%203%20ONLINE.pdf>), for a list of Evidence-Based and emerging programs.



**CITY OF GREENACRES  
COUNCIL AGENDA MEMORANDUM  
2017.05MT6.004**

**TO:** Mayor & City Council

**THROUGH:** Andrea McCue, City Manager

**FROM:** Michele Thompson, Director of Leisure Services

**SUBJECT:** RESOLUTION NO. 2017-20 – PBC Youth Services Department RFP

**DATE:** April 7, 2017

---

**Background:**

On January 5, 2015, the Palm Beach County Board of County Commissioners established the new Youth Services Department (YSD), in an effort to better serve the youth of Palm Beach County effectively and efficiently. The children, youth and young adult programs offered by the County's Public Safety, Community Services, and the Criminal Justice Commission were consolidated under this new department. The mission: "To administer programs and initiatives of the Board of County Commissioners to ensure the healthy growth, development, education, and transition of children and youth to young adulthood and the workforce."

YSD, along with the other youth-serving agencies in the Birth to 22: United for Brighter Futures Coalition, participated in a collaborative community-based process creating a collective impact framework to develop a Youth Master Plan (YMP) for Palm Beach County. This YMP is entitled "Strengthening the Steps to Success" and includes six (6) Action Areas:

1. Economic Access
2. Parenting & Role Models
3. Social & Emotional Learning Supports
4. Educational Supports
5. Health and Wellness
6. Removal of Community Stressors and Systemic Barriers

As a result of the community surveys, the Palm Beach County Board of County Commissioners' (BCC) Youth Services Department (YSD) developed a Request for Proposals (RFP's) assisting in four (4) of the Action Areas:

1. Economic Access
2. Parenting & Role Models
3. Social & Emotional Learning Supports through quality out-of-school programs
4. Ensure safety and justice by providing alternatives to crime and gangs

YSD advertised the RFP on April 3, 2017 and is soliciting qualifying non-profit organizations and Community Based Agencies (CBA) to submit a proposal.

**Analysis:**

The Youth Programs Division requests City Council approval to submit the RFP to the Palm Beach County Youth Services Department related to Action Area 3: Social and Emotional Learning Supports through quality out-of-school programs. The focus will be middle and high school youth, where participants are 12-18 years of age, and no longer qualify for Early Learning Coalition funding. There are very few, quality out-of-school programs for young teens, and those that exist (like the City's Cool Zone program) have historically received less or no funding and little support. Palm Beach County YSD wants to address this disparity by making \$2 million dollars in grant funding available through this RFP.

Evidence-based programs and/or best practice should produce outcomes and performance measures that improve:

- (1) Academic, social and emotional benefits to youth, including higher grades and test scores, development of social skills, reduced drop-out rates, and increased attendance; and provide
- (2) Safe, accessible and engaging place to go after school and during the summer to prevent risky behaviors and promote health and wellness.

**Financial:**

The Youth Programs Division is working on the RFP budget between \$60,000 - \$100,000, to be used for personnel expenses and operating costs in order to effectively serve 25 middle school students and 15 high school students for a 12 month period (school days, spring, summer and winter camps).

The RFP narrative and budget document is being developed and will be ready for the City Manager's review and approval by April 25, 2017. The submittal date for the RFP is April 28, 2017, with the fiscal year being October 1, 2017 – September 30, 2018, and there is a potential 2-year renewal.

**Legal:**

The Resolution has been prepared in accordance with City Code requirements.

**Staff Recommendation:**

Approval of Resolution No. 2017-20 authorizing the Youth Programs Division to submit the RFP to Palm Beach County's Youth Services Department for FY2018.

---

Michele Thompson  
Leisure Services Director

Attachments: Resolution No. 2017-20  
Exhibit A – FY18 RFP for Community Based Agencies with Sample Agreement  
Exhibit B – Highlights from the Youth Master Plan: "Strengthening the Steps to Success"  
Exhibit C – "ATTACHMENT 3" Social and Emotional Learning Supports through quality Out-of-School Programs

## RESOLUTION NO. 2017-22

**A RESOLUTION ADOPTED BY THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE RENAMING OF GREENACRES COMMUNITY PARK TO SAMUEL J. FERRERI COMMUNITY PARK, IN HONOR OF FORMER MAYOR SAMUEL J. FERRERI'S 35 YEARS OF SERVICE TO THE CITY; AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO APPROVE THE RENAMING OF GREENACRES COMMUNITY PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in 1983, Mobil Land Development donated 32 acres of land to the City of Greenacres for an elementary school, a city park and a fire station; and

**WHEREAS**, in 1984, the voters of Greenacres approved a bond issue to build the Fire Station and allocate funding for the park; and

**WHEREAS**, from 1986 to 1988 the City negotiated with the Palm Beach County School Board on the site for an elementary school that allowed maximum space for a park; and

**WHEREAS**, on November 9, 1990, Mayor Samuel J. Ferreri and the City Council of Greenacres opened and dedicated the beautiful all-purpose Community Park to the children and citizens of Greenacres; and

**WHEREAS**, Mayor Ferreri was elected to the Greenacres City Council in 1982 and began serving as Mayor of the City of Greenacres in 1988; and

**WHEREAS**, Mayor Ferreri began his involvement in local government to improve the quality of life in Greenacres with a focus on enhancing parks and recreation, the aesthetics of the City and making Greenacres a great place for families; and

**WHEREAS**, at the dedication of Community Park Mayor Ferreri announced that "It's been seven years of patience and waiting and today I almost feel like a seven year old, tugging at my father's pants leg waiting for permission to cross the field."

**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 hereby supports the renaming of Greenacres Community Park to Samuel J. Ferreri Community Park to acknowledge and honor Mayor Samuel J. Ferreri's 35 years of dedicated service to the City.

**Section 2.** This resolution shall be effective upon its adoption.



**RESOLVED AND ADOPTED this 17<sup>th</sup> day of April 2017.**

**Voted**

\_\_\_\_\_  
**Joel Flores**  
**Mayor**

\_\_\_\_\_ ( )  
**Paula Bousquet**  
**Deputy Mayor**

**Attest:**

\_\_\_\_\_  
**Joanna Cunningham**  
**City Clerk**

\_\_\_\_\_ ( )  
**Lisa Rivera**  
**Councilwoman, District I**

\_\_\_\_\_ ( )  
**Peter Noble**  
**Councilman, District II**

\_\_\_\_\_ ( )  
**Judith Dugo**  
**Councilwoman, District III**

\_\_\_\_\_ ( )  
**Vacant**  
**Councilmember - District IV**

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
**James D. Stokes**  
**City Attorney**

**CITY OF GREENACRES**  
INTEROFFICE MEMORANDUM  
2017.04JA1.03

**TO:** Mayor and City Council  
**FROM:** Andrea McCue, City Manager  
**SUBJECT:** **Renaming of Greenacres Community Park  
Resolution 2017-22**  
**DATE:** April 10, 2017

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**Background**

On March 20, 2017, Mayor Samuel J. Ferreri retired after having served the City of Greenacres and its residents for over 35 years. Mayor Ferreri was elected to the Greenacres City Council in 1982, and began serving as Mayor in 1988.

Mayor Ferreri began his involvement in local government to improve the quality of life in Greenacres with a focus on enhancing parks and recreation, the aesthetics of the City and making Greenacres a great place for families.

At the March 20, 2017, Council meeting it was suggested that a City asset be renamed in honor of Mayor Ferreri and his years of service to the City. On April 3, 2017, the City Council formally voted to rename the Greenacres Community Park to Samuel J. Ferreri Community Park.

**Analysis**

The City Council considered various locations to be renamed in honor of Mayor Ferreri including the Community Center and locations within the Center and Community Park. Based on Mayor Ferreri's commitment during his time in office to enhancing parks and recreation in the City, the Council voted to rename Community Park in his honor on April 3, 2017.

**Financial**

The only cost associated with this change would be the cost to replace the sign at the entrance to the park. Pricing is currently underway for a new sign.

**Legal**

The resolution has been prepared in accordance with the City code requirements.

**Staff Recommendation**

Approval of Resolution No. 2017-22 authorizing the City to move forward with the renaming of the Greenacres Community Park to Samuel J. Ferreri Community Park.

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Andrea McCue  
City Manager

AM/ja  
Attachment

**CITY OF GREENACRES**  
**INTEROFFICE MEMORANDUM**  
2017.04LJ7.01

**TO:** Andrea McCue, City Manager

**FROM:** Michael Grimm, Chief Building Official

**SUBJECT: Building Department Report  
(March 9, 2017 – March 31, 2017)**

**DATE:** April 6, 2017

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**1) ADMINISTRATION:**

- a) Researched and completed one hundred eighty-two (182) public information requests.

**2) PERMITS/INSPECTIONS:**

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2017	BUDGETED FOR FY 2017
Building Permits Issued	165	1,178	2,100
Inspections Performed	448	3,646	5,700
Construction Value of Permits Issued	\$ 4,645,505	\$ 20,312,721	\$21,500,000
CO's Issued	1	38	
CC's Issued	1	14	
Temporary CO's Issued	-0-	3	
Illicit Discharge Inspections (Stormwater)	-0-	25	

**3) BUSINESS AND CONTRACTOR REGISTRATION:**

BUSINESS AND CONTRACTOR REGISTRATIONS FY2017	NEW			RENEWALS			NOT RENEWED	CANCELLED
	COUNT		AMOUNT	COUNT		AMOUNT	COUNT	COUNT
	Period	YTD	YTD	Period	YTD	YTD	YTD	YTD
Commercial	5	90	\$ 18,657	2	417	\$ 52,135	123	44
Contractor & General Service Registration	23	189	\$ 175	-0-	43	\$ 875		2
Rental	7	47	\$ 2,868	2	776	\$ 29,574	59	47
Home Based	3	61	\$ 4,379	-0-	230	\$ 16,419	92	32
Insurance Registration	-0-	6	\$ 531	--0-	145	\$ 12,834	36	8



**4) CODE ENFORCEMENT:**

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2017	BUDGETED FOR FY 2017
Inspections Related to Active Code Cases	105	756	1,900
New Cases Started	36	220	500
Cases Complied	34	211	
Current Open Cases	199		
Fines Collected	\$ 4,650	\$ 9,400	\$ 40,000
New Property Registrations (March)	-0-	158	
Amount due to City	-0-	\$ 15,800	
Notices Sent (March)	70	384	
Illegal Signs Removed from right-of-ways (March)	26	111	
Inspections Not Related to Active Code Cases (March)	29	124	
Complaints Received and Investigated (March)	54	265	
# of Lien Searches (March)	129	665	

**5) PLAN REVIEW – PRINCIPAL NEW OR REMODEL PROJECTS:**

- a) 6548 Forest Hill Blvd., 4,214 sq. ft. interior remodel for retail building. Plans approved 2/1/17. Waiting for a contractor. (Permit # Bldg 2016-00002442)
- b) Peter Piper Pizza (3961 S. Jog Rd.), 9,833 sq. ft. interior remodel of former Family Dollar into a restaurant. (Permit # Bldg 2017-00001056)
- c) Church of God (4615 Melaleuca Ln.), 4,800 sq. ft. addition. (Permit # Bldg 2017-00000242)

**6) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:**

- a) Nissan Dealership, formerly Professional Golf Cart Corp FL (5353 Lake Worth Rd.), 50,625 sq.ft. new construction of a car dealership. Passed mechanical rough 3/10/17. (Permit # Bldg 2016-00000154)
- b) Sai Baba Temple (4761 Myrtle Dr.), 8,408 sq.ft. new construction. Passed fire final 3/29/17. (Permit B #2140097)
- c) Greenacres Community Center (501 Swain Blvd.), 11,031 sq.ft. Community Center Expansion. Temporary C/O issued 9/13/16. (Permit # Bldg 2015-00001583)
- d) Jog Medical Center (3387 S. Jog Rd.), 17,376 sq.ft. to construct medical offices (shell only). Passed framing 3/24/17. (Permit # Bldg 2015-00001566)
- e) Miami Grill (4513 Lake Worth Rd.), 1,929 sq.ft. remodel of interior dining room. Permit issued 6/17/16. (Permit # Bldg 2016-00000301)
- f) Church of God 7<sup>th</sup> Day (3535 S. Jog Rd.), 11,500 sq.ft. new church building. Failed footer inspection 8/19/16. (Permit # Bldg 2016-00002382)
- g) Dunkin Donuts (3098 S. Jog Rd.), 3,000 sq.ft. to construct new building. Temporary C/O extended through 2/11/17. (Permit # Bldg 2015-00000192)
- h) Dunkin Donuts (3098 S. Jog Rd.), Buttonwood Plaza, 1,596 sq.ft. interior build-out. Temporary C/O extended through 2/11/17. (Permit # Bldg 2016-00002068)

- i) Braman Honda (5200 Lake Worth Rd.), 9,387 sq.ft. service area addition. Passed lath inspection 3/29/17. (Permit # Bldg 2016-00002143)
- j) McDonalds (6581 Forest Hill Blvd.), minor remodel to install "Create Your Own Station" digital kiosk. Permit issued 11/1/16. (Permit # 2016-00002681)
- k) WaWa (6566 Lake Worth Rd.), 5,943 sq.ft. construction of a convenience store with gas station. Passed electric rough 3/15/17. (Permit # Bldg 2016-00001180)
- l) Soma Medical Building (6239 Lake Worth Rd.), 5,438 sq. ft.construction of a new medical building at newly annexed property previously Checkers Fast Food w/ drive-thru. Passed column/tie beam 2/24/17. (Permit # 2016-00003000)
- m) Big Smile II (3935 S. Jog Rd.), 2,300 sq. ft. interior remodel for future dental office. Passed mechanical final 3/29/17. (Permit # Bldg 2017-00000493)
- n) Ross Dress for Less (6810 Forest Hill Blvd.), 25,482 sq. ft. remodel of space previously occupied by Southeastern College. Permit issued 1/19/17. Passed hurricane protection inspection 3/30/17. (Permit # Bldg 2016-00002846)
- o) HC Smokehouse (4606 S Jog Rd.), 1,100 sq. ft. interior remodel. Permit issued 1/31/17. Passed electric rough 3/14/17. (Permit # Bldg 2017-00000628)
- p) Nissan Parking Garage (5353 Lake Worth Rd.), 121,884 sq. ft. construction of a 3 story parking garage. Permit issued 3/24/17. Passed footer inspection 3/29/17. (Permit # Bldg 2017-00000391)
- q) T Mobile (6530 Lake Worth Rd), 2,167 sq. ft. remodel. Approved. Waiting for a contractor. (Permit # Bldg 2017-00000988)
- r) Mattress Firm (6548 Lake Worth Rd), 4,214 sq. ft. remodel of a retail building. Waiting for contractor. (Permit # Bldg 2016-00002442)

**7) PROJECTS IN PROGRESS – PRINCIPAL NEW CONSTRUCTION:**

<b>PROJECT</b>	<b>ADDRESS/LOCATION</b>	<b>UNITS OR SQ. FT. APPROVED</b>	<b>UNITS C.O.'D</b>
Pine Grove Farm	Two Pine Dr. ( Riverbridge )	41	39
Verona Estates	East of Haverhill, North of Nash Foxtail Palm Ct & Caranday Palm Dr	53	53
Harvest Pines	Melaleuca Ln east of City Hall	35	34
Reserve at Summit	West side of Ranchette Rd, South of Summit Blvd	73	40

# CITY OF GREENACRES

## INTEROFFICE MEMORANDUM 2017.04RW2.01

**TO:** Andrea McCue, City Manager  
**FROM:** James McInnis, Director of Finance  
**SUBJECT:** Department of Finance Activity Report  
**DATE:** April 10, 2017

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The following report provides the highlights of activity within the Department of Finance for the reporting period from March 1, 2017 through March 31, 2017.

### 1. AUDIT/BUDGET and FINANCE ADMINISTRATION:

Projects and Activities:

- a. Reimbursement requests were submitted and received for the following grants:
  - Family Central, afterschool program \$ 18,180.55
  - USDA Food, after school snack \$ 1,443.08
- b. Reimbursement requests were submitted for the following grants:
  - FLC Safety Grant \$ 6,000.00
- c. Voice Over IP – Projected to be ready to submit for Council approval in May.

### 2. FINANCE OPERATIONS:

Projects and Activities:

- a. Integration of EMS Consultants' Prestige ambulance billing software with Fire Rescue's automated run tracking software SafetyPad. This integration will improve efficiencies in Finance Operations by automatically generating more than 250 monthly invoices for ambulance runs and eliminating the need to input each invoice manually. Cash flows will also be increased as invoices can be printed and mailed 7-14 days sooner than we are currently able. **Period ending 03/31/2017:** Now working with SafetyPad vendor to get the XML files that will be converted to ambulance invoices. EMS Consultants will use these XML files to continue live testing of the integration solution.
- b. Audit/CAFR: 2016 CAFR was published and presented to Council on April 3, 2017.

Activity Report for March 2017			YEAR-TO-DATE		BUDGET
			FY17 Activity Report		
ACTIVITY REPORT DATA	CURRENT PERIOD TRANSACTIONS	CURRENT PERIOD AMOUNT	FY 2017 YTD TRANSACTIONS	FY 2017 YTD AMOUNT	FY 2017 BUDGET TRANSACTIONS
A/P Invoices Processed for Payment	418	\$1,704,967	1,844	\$9,463,536	3,700
ACH Payments	10	\$441,504	83	\$2,242,772	45
Payroll Checks Issued	4	\$700,629	13	\$4,217,559	40
Payroll Direct Deposits	277		1,742		3,640
Cashier Pmts Processed	1,184	\$1,824,977	9,150	\$15,531,530	22,000
Solid Waste Bills Issued	1,049	\$4,941	16,158	\$731,151	13,700
Initial Ambulance Invoices	352	\$252,898	1,552	\$1,094,164	3,200

### 3. INFORMATION TECHNOLOGY:

#### Projects and Activities:

- a. Voice Over IP Phone System – This is a cloud-based voice solution. IT has spoken with various vendors and has requested proposals that will be reviewed and analyzed. The primary benefit is to reduce the monthly AT&T phone bill and for IT to have full control of phone features. The survey for phone selection has been sent to all departments. (Staff Review)
- b. Apple iPad Implementation – The City is implementing the use of iPads for Council Members and selected staff. IT assisted with the deployment and training of iPads, managed by Meraki Mobile Device Management (MDM). IT is currently rebuilding the connectivity between the iPads and Meraki.
- c. New Domain Name – The City will be implementing a new domain name. The website and email addresses with the new domain name have been implemented.
- d. The IT Division has finished evaluating a new WiFi access point, which provides internal network connectivity using domain logins, and will be upgrading existing access points.
- e. Assisting PBSO with data extraction from the Public Safety AS400.
- f. Currently working with Aha Consulting on the Intranet.
- g. Evaluated Live Stream Meeting on the internet.



DEPARTMENT	CURRENT PERIOD	FY 2017 YTD	FY 2017 BUDGET
Technical Service Requests:			
Administration	15	78	
Building	6	21	-
Finance	5	26	-
Planning & Engineering	5	14	-
Public Works	3	7	-
Fire Rescue	5	21	-
Leisure Services	12	57	-
Total Technical Service Requests	51	224	450
Computer Training Sessions Conducted	0	5	5
No. of Computer Training Attendees	0	45	20

#### 4. PURCHASING AND CONTRACTING:

##### Projects and Activities:

- a. 17-001 Website Design, Development and Implementation – Working with Aha Consulting and City Departments to develop the overall theme and design of the City website. Went live on Monday, April 3, 2017.
- b. 17-003 Original Section Drainage Improvements, Phase 3 First Street East – This bid was advertised on February 12, 2017 and opened on March 15, 2017 with five (5) bids received. The proposals have been evaluated and Purchasing is working on the agreement.
- c. 17-004 Public Safety Renovations Phase 2 – This bid was advertised on January 22, 2017 and opened on February 22, 2017 with three (3) bids received. City Council approved the award to Azulejo, Inc. at the meeting held on March 20, 2017 and Purchasing is working on the agreement.
- d. 17-005 Marquee Signs – This bid was advertised on February 26, 2017 and opened on March 23, 2017 with five (5) bids received. The proposals are currently under evaluation.
- e. Fire Promotional Examination - Request for Quotes developed and administered by Purchasing.
- f. Employee Assistance Program – Request for Quote in the progress of being developed by Purchasing. The received quotes are currently under evaluation.
- g. Removal of Disposal and Replacement of various lighting fixtures throughout the City – Assisted Acting Building Services Supervisor with multiple Request for Quotes.

ACTIVITY	CURRENT PERIOD	FY 2017 YTD	FY 2017 BUDGET
Purchase Orders Issued	101	548	1,050
Purchase Order Amounts	\$ 164,464.24	\$ 17,409,658.77	\$ 16,850,000
Bids/RFPs Issued	0	3	9
RFQs Issued	3	15	n/a
Central Store Requests	11	54	100
Contracts Managed	28	28	28
Purchasing Card Purchases	\$ 25,811.50	\$ 109,777.25	\$ 185,000
Purchasing Card Transactions	303	1,271	2,150
No. of Training Sessions Conducted	0	3	3

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James McInnis  
Director of Finance

JM/rw

**CITY OF GREENACRES**  
**INTEROFFICE MEMORANDUM**  
 2017.04MT6.005

**TO:** Andrea McCue, City Manager  
**FROM:** Michele Thompson, Leisure Services Director  
**RE:** Department Report for March 11, 2017 through April 7, 2017  
**DATE:** April 10, 2017

**1. ADMINISTRATION**

<b>PERFORMANCE MEASUREMENT</b>	<b>THIS PERIOD</b>	<b>FY 2017 TO DATE</b>	<b>FY 2017 BUDGET</b>
Contracts Coordinated (2 with ELC)	0	0	4
Collaborative Partnerships	2	16	20
Ind. Contractor Agreements	3	19	23
Events Coordinated	1	12	15
Citizen Requests Processed (Admin, Community Ctr & YP)	1,785	9,739	25,200

**2. COMMUNITY & RECREATION SERVICES**

<b>ACTIVITY</b>	<b>SPONSORS/ PARTNERS</b>	<b>FY 2017 TO DATE</b>	<b>FY 2017 BUDGET</b>
<b>Community Events:</b>			
• Food Truck Invasion (Monthly)		1,000	\$2,100
• Movie on the Field (11/4/16)		60	\$2,363
• Lunch with Santa (12/10/16) ○ (Co-sponsored event)	Adv. Disposal- \$2,000 Local Businesses and Organizations	600+	\$5,889
• Fiesta de Pueblo (1/7/17) ○ (Co-sponsored event)			\$2,085
• The Royal Ball (1/21/17)		Cancelled	\$4,477
• Salute to Spring Concerts (3/10/17 & 3/11/2017)		75	\$5,819
• Egg'stravaganza (4/15/17)	Kiwanis Club-\$250 Future Kids- \$2,000 Helix Urgent Care - \$250		\$11,740
• "Ignite the Night" (7/4/17)	Adv. Disposal - \$2,000		\$29,665

<b>Neighborhood Events:</b> <ul style="list-style-type: none"> <li>Thanksgiving Dinner (11/23/16)</li> <li>Back-to-School (8/5/17)</li> </ul>	\$100 – Wes Kain \$500 – Helix Local Businesses	600	\$2,138 \$2,138
# of Senior Trips (5): <ul style="list-style-type: none"> <li>1/11/17, 2/1/17, 3/8/17 &amp; 4/19/17</li> </ul>	Broward Stage Door Theatre (0)	40	55
Avg. # of daily participants/meals served at Senior Meal Program	20/400	7,439	N/A
<b>Facility Rentals:</b> <ul style="list-style-type: none"> <li>Fields/Concession Stands</li> <li>Pavilions</li> <li>Center Room Rentals</li> </ul>	<u>This Period</u> 34 21 28	520 99 298	1,594 482 100 1,012
Total Rental Revenue Generated	\$8,461.38	\$49,914.04	\$145,427
<b>Youth Leagues:</b> <ul style="list-style-type: none"> <li>Co-ed Fall Soccer (8/8/16 - 12/16/16)</li> <li>Co-ed Basketball (9/26/16-3/11/17)</li> <li>Co-ed Spring Soccer (1/30/17 - 5/20/17)</li> </ul> <p>*2-Year \$500 Sponsorship with Helix Urgent Care!</p>	<u>This Period</u> - - 17	103 121 98	401 100 120 180

### 3. YOUTH PROGRAMS

<b>PROGRAM (Hours of Operation)</b>	<b>DAYS</b>	<b>HOURS</b>	
CARES	Monday - Friday (school days)	2:00 - 6:00 p.m.	
Cool Zone	Monday - Friday (school days)	4:30 - 6:30 p.m.	
Hot Spot	Monday - Friday (mentors) 1st and 3rd Friday and Saturday	3:30 - 6:30 p.m. 6:00 - 10:00 p.m.	
<b>PERFORMANCE MEASUREMENT # of Students Enrolled</b>	<b>AVERAGE THIS PERIOD</b>	<b>FY 2017 TO DATE</b>	<b>FY 2017 BUDGET</b>
Daily Attendance (CARES & Cool Zone)	95	109	150
<ul style="list-style-type: none"> <li>CARES</li> <li>Cool Zone</li> <li>Hot Spot</li> </ul>	79 16 8	89 20 25	120 30 25
Daily Transportation	90	103	150
<ul style="list-style-type: none"> <li>5 Elementary Schools</li> <li>3 Middle Schools</li> <li>Parent Drop-off</li> </ul>	74 16 5	85 18 6	120 30 5
# of Participants- <i>Youth Delegates in Action</i>	10	10	15
# of Participants in Life Skills Training Prog.	10	10	15
# of Participants in Mentor Program	9	25	15



# of Presidential Volunteer Service Hours (calculated from Jan-Dec)	320	3,451 hrs	3,100 hrs
<b>PROGRAM PARTICIPATION</b>	<b>THIS PERIOD</b>	<b>FY 2017 TO DATE</b>	<b>FY 2017 BUDGET</b>
Grants/Licenses Coordinated:			
• Early Learning Coalition	\$18,180.55	\$83,048.09	\$355,736
• Registration and Parent fees	\$9,677.00	\$47,267.40	\$174,758
• Dept. of Health Child Care Food Program	\$1,405.24	\$4,486.62	\$11,400
Service Agreements Coordinated	0	0	4

- Youth Programs completed their annual Quality Improvement System (QIS) assessment; CARES scored a 4.77; Cool Zone scored a 4.12; and the Administrative assessment resulted in a score of 4.82. The City's program continues one of the highest rated within the 122 programs countywide.
- Youth Programs' Spring Camp ended Friday, March 24, 2017. Field Trips and activities included; Digital VibeZ & Energized games (on-site physical exercise activities), Loggerhead Marine Life Center, Monkey Joes, CiCi's Pizza and Boomers.
- On Saturday April 1, 2017; ten (10) CARES participants attended another educational Sierra Club ICO trip to Fairchild Tropical Gardens in Miami. Participants were treated to a tour of the gardens, as well as breakfast and lunch free of charge.
- The City's Youth Programs Division has been selected as one of five (5) municipalities for the \$4,000 *Fit2Play* grant from the FL Recreation & Parks Association and the University of Miami Miller's School of Medicine. Training for this evidence-based program begins early in May.

#### 4. GENERAL

- Wednesday, March 29, 2017 marked another successful food truck invasion with over 700 guests. A DJ provided great entertainment and picnic tables provided by the Public Works Department added much needed seating for the event.
- The Leisure Services event team has a meeting and tour scheduled with Wawa's General Manager and Community Services Coordinator on Monday, April 10, 2017 to discuss community partnership opportunities!
- A new \$1,000 sponsorship agreement with Helix Urgent Care was executed for four (4) events and two (2) basketball seasons.
- The Egg'stravaganza event is scheduled for Saturday, April 15, 2017 from 10:00 a.m. – 1:30 p.m. at Community Park featuring age appropriate egg patches, a free hay ride, obstacles course, bounce house and prize baskets, a Spring bonnet and bowtie contest (guest judges for the contest are still needed) and the Easter Bunny!
- Plans are underway for the City's Independence Day celebration, *Ignite the Night*, on July 4, 2017 from 5:30 – 10:00 p.m. at Community Park featuring live entertainment by *The Groove*, food vendors, inflatable amusements, and the fireworks display by *Zambelli*.

- The next *Food Truck Invasion* is scheduled for Wednesday, April 26<sup>th</sup> at Community Park from 5:00 p.m. – 9:00 p.m. with new trucks arriving monthly, along with all of the tried and true favorites.

CITY EVENTS	DATE/TIME	LOCATION
"Salute to Spring" Concert	Friday, March 10, 2017 6:00 - 9:00 p.m. Sat., March 11, 2017 3:00 – 10:00 p.m.	Community Park
Egg'stravaganza	April 15, 2017 10:00 a.m. – 1:30 p.m.	Community Park
Food Truck Invasion	April 26, 2017 May 31, 2017 June 28, 2017 July 26, 2017 August 30, 2017 September 27, 2017 5:00 - 9:00 p.m.	Community Park
Independence Day Celebration "Ignite the Night"	July 4, 2017 5:30 – 10:00 p.m.	Community Park
"Back-to-School" Event	August 5, 2017 12:00 – 3:00 p.m.	Community Center

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Michele Thompson, CPRP  
Director of Leisure Services

**CITY OF GREENACRES  
INTEROFFICE MEMORANDUM  
2017.04EB3.001**

**TO:** Andrea McCue, City Manager  
**FROM:** Kara L. Irwin-Ferris, Planning and Engineering Director  
**SUBJECT:** **Planning and Engineering Department Report**  
**DATE:** April 10, 2017

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Listed below are the items currently under review by the Planning and Engineering Department for the reporting period March 14, 2017 through April 10, 2017.

**NEW CASES**

**Greenacres Plaza**

A request by the owner for a class I site plan amendment (PCD-84-01S) to modify the previously approved color scheme. The site is located on the northwest corner of South Jog Road and Lake Worth Road.

**Wawa**

A request by the owner for a class I site plan amendment (SP-15-06B) to modify the parking spaces located around the building on the site. The site is located at the southwest corner of the intersection of Lake Worth Road and South Jog Road.

**CURRENT PLANNING CASES**

**4450 South Jog Road**

A request by the owner for an annexation (ANX-16-04) of 1 parcel of land totaling approximately 0.85 acres, a change in the future land use designation (CPA-16-06) from Palm Beach County Low Residential 1 (LR 1) to City Commercial (CM), and a zoning change (ZC-16-03) from Palm Beach County Single Family Residential (RS) to City Commercial General (CG). The site is located on the east side of S. Jog Road approximately 350 feet south of Pine Avenue at 4450 South Jog Road. (Awaiting receipt of response to LDS comments of September 13, 2016)

**4644 Lake Worth Road (Dunkin Donuts)**

A City-initiated change in the future land use (CPA-17-01) and zoning designation (ZC-17-01) of the parcel annexed into the City as part of ANX-16-03. The City is proposing to apply City Land Use and Zoning designations for the parcel. (Scheduled for LDS review meeting on February 9, 2017)

**5985 10<sup>th</sup> Avenue N. – SP-84-08A**

A request by the owner for a class I site plan amendment to modify the existing site plan by adding 11 additional parking spaces to accommodate the parking demand for the subject site. The site is located at 5985 10<sup>th</sup> Avenue North. (Scheduled for LDS meeting on March 9, 2017)

**NW Corner of Chickasaw & Jog Road**

A request by the owner for a voluntary annexation (ANX-13-03) of 2 parcels of land totaling approximately 0.47 acres, along with a change in the future land use designation (CPA-13-04) from Palm Beach County Low Residential 3 (LR 3) to City Mixed Use (MU) and a zoning designation change (ZC-13-04) from PBC Agricultural Residential (AR) to City Mixed Use Development-Office (MXD-O). The site is located on the northwest corner of Chickasaw Road and S. Jog Road. (Staff review)

**ANX-08-01**

Annexation into the City of various road rights-of-way per Interlocal Annexation Agreement (ANX-07-05). (Staff review)

**Bethesda Tabernacle**

A request by the owner for a variance (BA-15-07), a request for a site and development plan approval (SP-99-04A) to modify the previously approved site plan to add additional offices, and a special exception (SE-15-05) to expand the existing House of Worship use and add a school facility at 4901 Lake Worth Road by demolishing the existing building and constructing a new building to the north. (Awaiting traffic report to meet sufficiency for review)

**Peter Piper Pizza**

A request by the applicant for a special exception (SE-17-01) to allow an Indoor Recreational Amusement in an existing 10,000 sq. ft. tenant bay within the Greenacres Plaza development currently zoned Commercial Intensive (CI). The site is located at Northwest corner of S. Jog Road and Lake Worth Road. (Scheduled for the Planning Commission meeting on April 19, 2017)

**Coordinated School Planning Amendments (CPA-16-05)**

A request by the Planning & Engineering Department for amendments to implement the new coordinated school planning agreement. (Transmitted to Department of Economic Opportunity at the City Council meeting on March 20, 2017)

**Ministries in Bethel**

A request by the owner of the existing child care center / preschool at 3950 S. 57<sup>th</sup> Avenue in the Commercial Intensive (CI) zoning district for a Special Exception (SE-16-01) and Site Plan (SP-84-12A) to construct an approximately 6,940 square foot House of Worship for Ministries in Bethel. (Staff Review)

**Santa Catalina**

A request by the owner for a variance (BA-17-04) to Chapter 12, Article III, Section 12-67, Streets and Parking area, to allow a variance to the minimum design standards for Subgrade material for a parking area.

**SITE PLAN AMENDMENTS**

**Lynora's**

A request by the owner for a class III site plan amendment (SE-80-11B) to add 208 sq. ft. to the existing building; replace roof with a flat roof; increase building height by 2 feet and change use to office space. The site is located at 5283 Lake Worth Road. (Transmittal of Class III Site Plan Amendment for seven (7) day review period)



### **Santa Catalina**

A request by the owner for a site plan amendment to modify the previously approved site plan of the pool area requirements. The site is located at 3145, 3197 and 3229 S. Jog Road. (Staff review)

### **Text Amendment**

#### **ZTA-16-05**

A city-initiated request for a text amendment to revise Building heights based on comments from the City Council workshop on October 24, 2016. (Staff Review)

### **Residential**

#### **Whitney Park (aka Bowman Pines)**

Plat application received on June 9, 2015 and comments received from Craven Thompson on June 30, 2016 and August 18, 2015. The project did not move forward pending a contract for sale to DR Horton. The Plat was approved by City Council on December 5, 2016. Permits have been issued for site construction and the developer is in the process of doing off-site improvements for water and sewer infrastructure. The applicant has submitted permit applications for all 24 single-family homes.

#### **Harvest Pines**

The Plat for this 35-unit single-family residential development and acceptance of park site deed were approved at the City Council meeting on April 20, 2015 and engineering permit was subsequently issued. Site civil engineering work is complete. Site clearing and stormwater drainage, installation of water and sewer piping, internal roads, and the sales models are complete. Construction of homes is underway in the subdivision and 33 Certificates of Occupancy have been issued to date. Traffic Control Jurisdictional Agreement (TCJA) was approved at the City Council meeting on February 6, 2017.

#### **Las Ramblas**

Plat application received on October 19, 2016 and comments received from Craven Thompson on October 28. The Plat was approved at the February 6, 2017 City Council meeting. Permits have been issued for site construction and the developer has requested master model approval for the building home sites.

#### **Pine Grove Farm**

Except for 2 vacant lots, all work has been completed.

#### **Reserve at Summit**

Plat for this 73-unit single-family residential development was approved at the July 6, 2015 City Council meeting and engineering permit and clearing permit have been issued. Site clearing and stormwater drainage, installation of water and sewer piping, internal roads, and the sales models are complete. Construction of homes is underway in the subdivision and 40 Certificates of Occupancy have been issued. The Recreation parcel has been completed.

#### **Santa Catalina**

Plat application received on December 9, 2016. The Plat was approved at the February 6, 2017 City Council meeting. Permits have been issued for site

construction.

**Verona Estates**

Site development and all offsite work (Nash Trail) are complete. The sales model has been removed and 52 Certificates of Occupancy have been issued, and the remaining unit (1) is complete, but not certified. The 10% maintenance bond for the project has been released and the file is in the process of being closed-out.

**Commercial**

**Braman Honda**

Revised replat under review. Construction of the vehicle storage lot is complete. Permit application for the recently approved service department expansion (SP-97-06G) received and under review.

**Church of God 7th Day**

Building permit and engineering permit are issued. Construction is underway.

**Family Dollar**

Plat was approved on July 18, 2016 and building permits issued. Site work is completed and the Final Certificate of Occupancy has been issued.

**Greenacres Nissan**

Developer closed on purchase of the property on October 21, 2015. Plat approved on May 16, 2016 and engineering permit issued immediately thereafter. Building permit issued July 7, 2016. Site and building construction are underway. A Permit Revision was submitted for the addition of the garage, but was denied until the applicant revised the lighting plan for the top of the structure.

**Jog Professional**

Sewer installation complete. Building and engineering permits issued. Preconstruction meeting with contractor and City staff held on March 20, 2016. Building construction is well under way, with roof trusses and sheathing installed.

**Racetrac**

Racetrac was approved by City Council on March 6, 2017, awaiting receipt of building permits.

**Soma Medical Center**

Building and engineering permits issued for the project and construction is underway.

**Shirdi Sai Baba Temple**

Building, engineering, and County road permits issued. Installation of utilities and drainage is complete as well as the building walls and roof. Site buffer wall is complete. Reconstruction of Raulerson Drive (access road to Temple) is underway, with drainage and some of the sidewalk installed. The site cannot get a Certificate of Occupancy until the roadway is complete and accepted by Palm Beach County.

**Wawa**

Plat application received on July 19, 2016, and after review, the Plat was approved by City Council on October 17, 2016, as "Bright Acres Plat". A demolition, Engineering, and Building permit have been issued for the site and construction activity is underway.

## **Capital Improvements**

### **Community Center Expansion**

Project was advertised for bids on June 28, 2015. Bids were received on July 29, 2015 and City Council awarded the project to Sisca Construction Services, LLC on September 3, 2015. The project is substantially complete. Punch list completion and final close out submittals remain pending.

### **Original Section Drainage Improvement – Phase 2**

An engineering study of existing conditions and potential improvements was completed. The project was divided into 6 phases and is being funded in part with Community Development Block Grant Funds. The first phase of improvements (First Street between the E-3 Canal and Swain Boulevard) has been completed. Bid Proposals were received on March 30, 2016 for Phase 2 (alleys in the southwest quadrant). The City Council awarded the project to Johnson Davis on June 6, 2016, with Notice to Proceed issued on June 8, 2016 and contract start date was June 15, 2016. FPL cooperation on March 3, 2017 allowed Phase 2 work to proceed. Substantial completion was projected by Johnson Davis to be within two weeks.

### **Original Section Drainage Improvement – Phase 3**

Phase 3 was advertised on February 12, 2017. On March 15, 2017 five (5) bids were received and opened. City Council to award bid on May 1, 2017 to the apparent low bidder Hinterland Group, Inc.

### **Public Safety Building Renovation**

This project provides for the renovation of 2995 South Jog Road in Phase 1 to modify building access to address effects of the contract with PBSO for law enforcement services and in Phase 2 to adapt the former dispatch center to meet Fire Department functional needs. Due to the cost of the work, a competitive bidding process was required. On February 22, 2017 three bids were received. The City Council on March 20, 2017 awarded the bid to the lowest bidder, Azulejo, Inc.

**FY 2017 Data:**

	<b>CURRENT PERIOD</b>	<b>FY 2017 TO DATE</b>	<b>FY 2017 BUDGET</b>
Annexations	0	0	2
Comprehensive Plan Amendments	1	2	5
Zoning Changes	0	0	5
Special Exceptions	2	5	5
Site Plans	1	2	5
Site Plan Amendments	1	8	15
Variances	2	4	4
Zoning Text Amendments	1	2	2

	<b>CURRENT PERIOD</b>	<b>FY 2017 TO DATE</b>	<b>FY 2017 BUDGET</b>
Landscaping	12	94	182
Zoning	5	52	95
Engineering	13	63	92



**CITY OF GREENACRES**  
**INTEROFFICE MEMORANDUM**  
 2017.4IC5.001

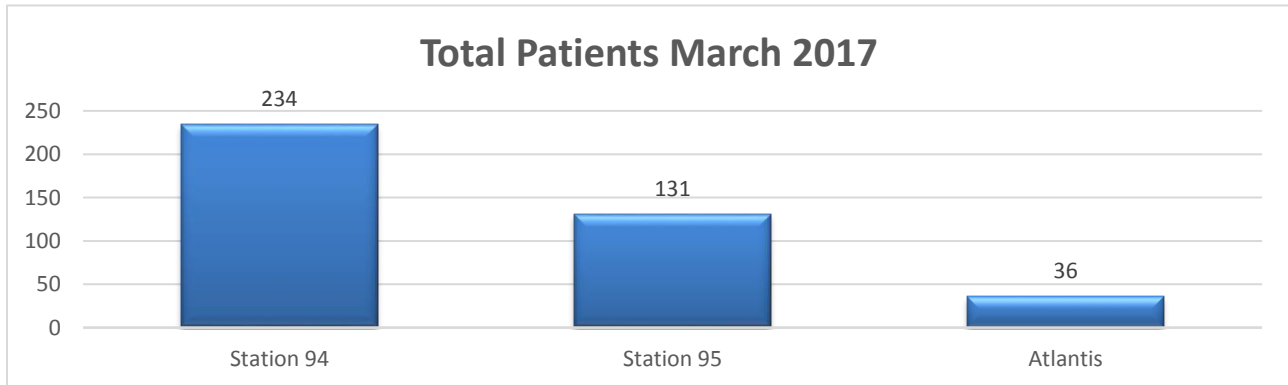
**TO:** Andrea McCue, City Manager  
**FROM:** Mark Pure, Fire Chief  
**RE:** Departmental Report for March 6, 2017 through April 2, 2017  
**DATE:** April 11, 2017

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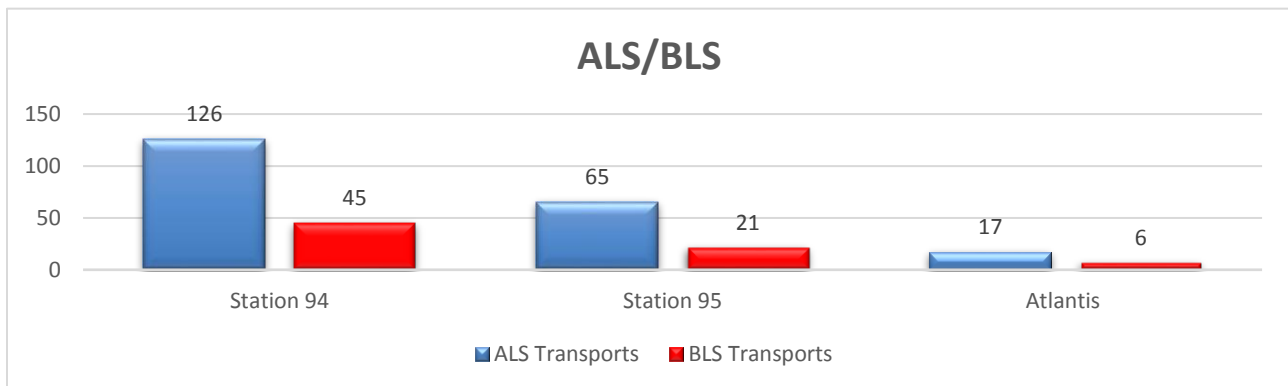
Total alarms dispatched	505
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In March 2017, 365 patients were treated for Emergency Medical related services. Of those patients, 36 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

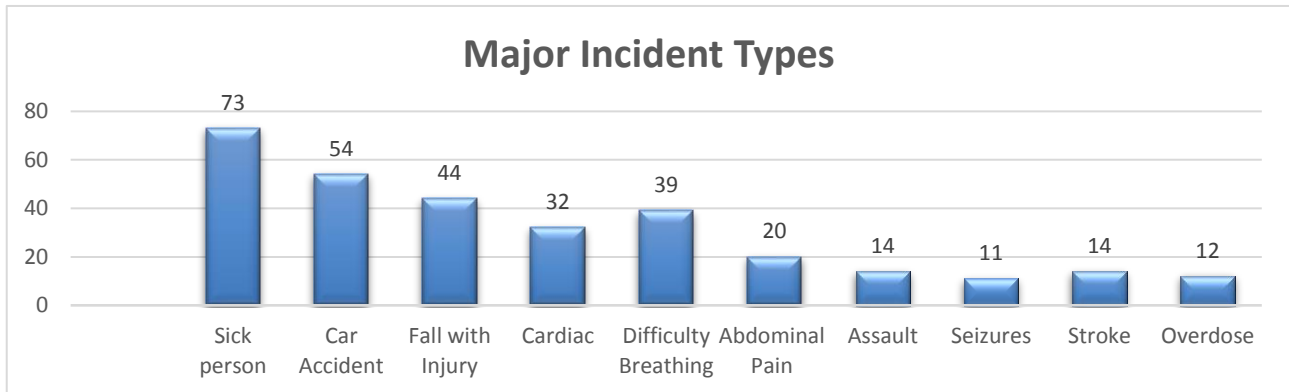
Service Calls, Cancels, and Public Assists totaled 82 requests and include, but are not limited to, persons locked out of home, water evacuation, problems with animals, police assistance, defective elevator, and canceled due to a wrong address.



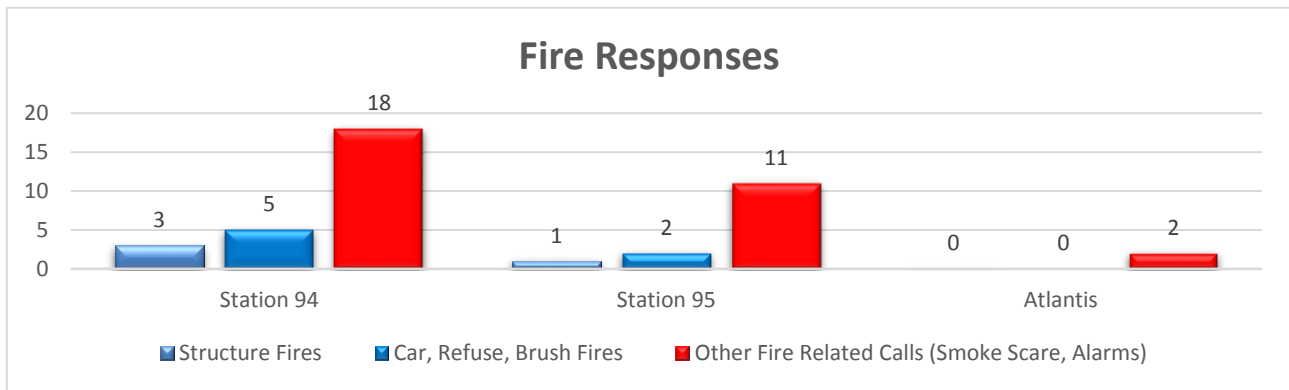
Fire Rescue transported 257 patients to a hospital in the month of March. That amounts to 70% of the patients we were called to treat. The majority of those (191) required Advanced Life Support procedures.



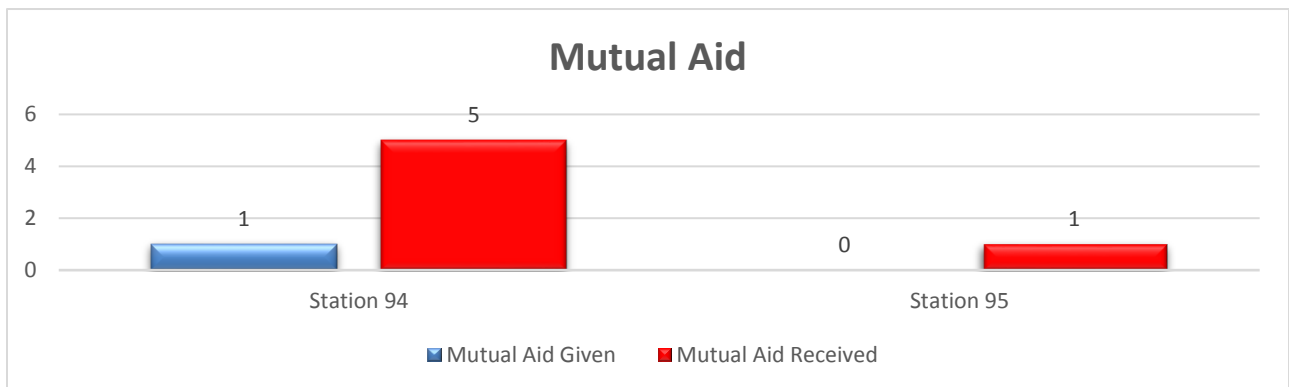
ALS emergencies necessitate additional personnel, specialized equipment and skills. Frequently, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with lifesaving treatment.



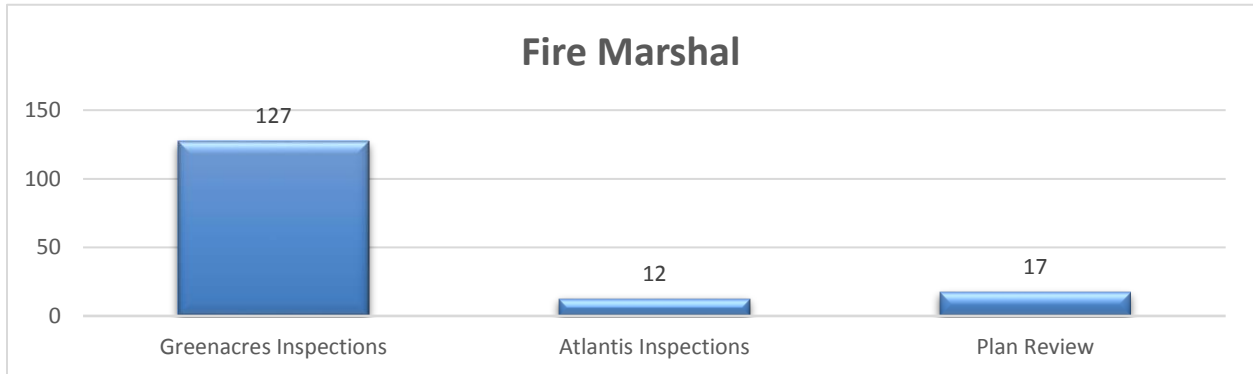
Fire Rescue responded to 40 calls for a fire or smoke related emergency. Eleven (11) of those required an escalated response due to car, brush, or refuse fire. Four (4) of which were in a residential or commercial structure.



Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency. Therefore, neighboring agencies work together through a system called mutual aid. Mutual aid is designed to be limited to large events that tax the resources beyond the normal capabilities of the community. During the month of March, the Department provided aid one time while we received aid six times.



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



Inspections	139
Plans Review	13
Dollar Loss due to fire	\$20,200.00

Greenacres Fire Rescue provides presentations, tours and blood pressure screenings upon request.

Station Tours, presentations, blood pressure screenings	12
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On March 1<sup>st</sup>, Greenacres Fire Rescue participated in a Fire Rescue Demonstration at John I Leonard High School for their Medical Academy students; and on March 11th, several members participated in the annual St Patrick's Day Parade in Delray Beach.



**CITY OF GREENACRES**

**INTEROFFICE MEMORANDUM**

#2017.04LN4.01

**TO:** Andrea McCue, City Manager  
**FROM:** Carlos Cedeño, Public Works Director  
**RE:** Public Works Department Report  
**DATE:** April 10, 2017

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Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of March 1, 2017 through March 31, 2017.

**1. ADMINISTRATION:**

- a. Applied for and awarded 30 recycling bins from 2017 Dr. Pepper Snapple Public Space Recycling Bin Grant program.
- b. Coordinated *Managing Change & Accountability* class for Department.
- c. Passed Florida Department of Health – Palm Beach County Hazardous Waste Generator inspection.
- d. Director and Secretary attended Joint 11A/GFGOA Construction Auditing Seminar.
- e. Director hosted APWA Gold Coast Chapter meeting and luncheon.

ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Annual Licenses and Reports Submitted	NPDES	1	5	7
Citizen Requests Processed	(16) recycling bins, (1) general requests, (2) complaints	19	148	225

**2. ROADS AND DRAINAGE MAINTENANCE**

- a. Staff attended *Managing Change & Accountability* class.
- b. Re-sodded 4050 s.f. of right-of-way on Seven Springs Blvd.
- c. Supervisor attended Joint 11A/GFGOA Construction Auditing Seminar.

ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Maintenance of Traffic Control Signs (1,222)	Installed (18) <i>No Parking</i> signs on Seven Springs Blvd, (2) <i>No Parking</i> signs on Sherwood Forest Blvd, and	27	51	N/A

ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
	(7) <i>No Parking</i> signs on Empire Way			
Medians Maintained (72)	Jog Rd, 10 <sup>th</sup> Ave N., Forest Hill Blvd., Lake Worth Rd., 57 <sup>th</sup> Ave.	7	49	N/A
R-O-W Litter Removal	City Streets	4	23	N/A
R-O-W Landscape Maintenance	City Streets	1	12	N/A
Stormwater Inlets, Outfalls, Control Structures, & Manholes Maintained (645)	Cleaned Ribbon Gutters in Villa Del Trio, jetted and cleaned Inlets #23-162A, 23-162B, 23-100, 25-46A & 25046B	6	12	114
Trees on medians, right-of-ways, & green areas maintained (1,986)	Trimmed (5) Sabal palms and (3) Oaks on Empire Way.	8	1075	1171
Landscape Maintenance Retention Ponds/Lakes	Ramblewood, Harwich, Gladiator, Empire, Centurian	1	2	N/A
Alleyway Maintenance	5.56 Miles	4	17	N/A
Underground utility locate ticket requests	N/A	76	356	550

### 3. VEHICLE MAINTENANCE

- a. Staff attended *Managing Change & Accountability* class.
- b. Supervisor attended 2017 FLAGFA Spring Conference.
- c. Received and equipped new Building Department Code Compliance truck (CIP Project #304-088).

ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Inspections	(5) Fuel storage tanks, (6) generators, (1) hazardous materials inspection at Fire Rescue Station 94/PBSO District 16	26	129	N/A
Repair Orders Completed	(15) Fire & Medic trucks, (19) Public Works trucks, (4) Building trucks, (2) Eng vehicle, (1) Leisure Svc vans, (25) small engine equipment, (12) L.S. buses and (1) Generator	79	394	800
Preventive Maintenance Performed	(1) Public Works truck, (2) Finance vans, (2) small engine equipment	5	42	190



ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Service Calls	(2) Public Works trucks, (2) small engine equipment	4	15	N/A

#### 4. BUILDING SERVICES

- a. Staff attended *Managing Change & Accountability* class.
- b. Installed (2) new security lights in Rambo Park.
- c. Performed annual preventive maintenance on bus shelters.
- d. Performed annual preventive maintenance on water fountains.
- e. Reset (38) timers/clocks for Daylight Savings time.
- f. Set up and broke down for Charter Review Committee meeting.

ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
HVAC Systems (36) Repairs	(2) Fire Rescue 94/PBSO 16, (1) Firing Range, (2) City Hall	5	26	N/A
Monthly PM for Interior Lights	17 Buildings	49 bulbs	143	N/A
Monthly PM for (17) Buildings	Includes inspection and replacement of A/C filters, flags, fire sprinkler gauges, battery recycling and rust removal from irrigation	1	6	12
Work Orders Completed	17 Buildings	77	389	1,000

#### 5. PARKS MAINTENANCE

- a. Staff attended *Managing Change & Accountability* class.
- b. Set up and broke down for Palm Beach County League of Cities luncheon.
- c. Set up and broke down for Mayors Retirement Reception.
- d. Re-sodded Rambo Park.

ACTIVITY	QUANTITY	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Mowing Public Building Grounds	11.7 acres	3	15	36
Mowing of Parks' Grounds	66.5 acres	2	15	40
Mowing of Sports Turf	15 acres	9	56	90
Athletic Fields (11) Maintained and Prepped	Ballfield, Soccer, Football	65	430	N/A

ACTIVITY	QUANTITY	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Athletic Courts (26) Maintained	Tennis, Basketball, Racquetball, Shuffleboard, Volleyball	6	42	N/A
Parks and Buildings Litter Removal	92 acres	19	87	N/A
Playground Areas Maintained (15)	N/A	13	72	N/A
Parks and Playground Safety Inspections	15 Playground areas, 13 Parks, 11 Athletic Fields, & 9 Public Buildings	1	6	12

**6. DEPARTMENT OF CORRECTIONS WORK SQUAD**

- a. Assisted Parks Division with removal of concrete at Friends Park.

ACTIVITY	COMMENTS	03/01/17 – 03/31/17	FISCAL YEAR TO DATE	FY2017 BUDGET
Parks Litter Removal	13 Parks	4	7	N/A
Landscape maintenance	Freedom Park	2	11	N/A
Landscape maintenance	Community Park	2	7	N/A
Landscape maintenance	CARES	1	1	N/A
Landscape maintenance	Municipal Complex	2	9	N/A
Landscape maintenance	Rambo Park	1	2	N/A
Landscape maintenance	Veterans Park	1	3	N/A
Landscape maintenance	Ira Van Bullock	1	2	N/A
Landscape maintenance	Community Center	1	1	N/A
Work Squad Total Hours Worked	3 inmates for 1 day, 4 inmates for 4 days, 5 inmates for 9 days, 6 inmates for 1 day	392.5	2199.5	Estimated 5,500 hr/yr