The City of

Boynton Beach

City Commission Agenda

Tuesday, April 3, 2018, 6:30 PM

City Hall Chambers
100 E. Boynton Beach Blvd., Boynton Beach, FL 33435
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Christina L. Romelus (District III)
Commissioner Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

MISSION
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME

Thank you for attending the City Commission Meeting

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

THE AGENDA:

There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes and Nays" or by a roll call vote.

SPEAKING AT COMMISSION MEETINGS:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:

When addressing the Commission, please step up to either podium and state, for the record, your name and address.

DECORUM:

Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all pagers and cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

City Commission meetings are held in the Boynton Beach City Commission Chambers, 100 East Boynton Beach Boulevard, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Roll Call

Invocation

Pledge of Allegiance to the Flag led by Vice Mayor Romelus

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Announcement of the 13th Annual Boynton Beach Firefighter Fishing Tournament and Firehouse Chili Cook-off on April 21, 2018 by Chief Glenn Joseph.

B. Present a Certificate of Achievement from Mayor Grant to Tekeira Poole, a recent Career Online High School (COHS) Graduate. Ms. Poole was awarded a COHS Scholarship from Library staff in November 2016.

C. Proclaim April 8 to 14, 2018, as National Library Week and Tuesday, April 12, 2018, as National Library Workers Day.

D. Proclaim the month of April 2018 as Paralyzed Veterans of America Month.
Past President and PVA National Vice-President Charles Brown will be accepting the proclamation on behalf Paralyzed Veterans of America Florida Chapter.

E. Proclaim April 10, 2018 as Gopher Tortoise Day in the City of Boynton Beach.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 1 Alt
Employee Pension Board: 1 Reg

Senior Advisory Bd: 2 Alts

B. **PROPOSED RESOLUTION NO. R18-051** - Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program.

C. **PROPOSED RESOLUTION NO. R18-052** - Appoint a City Commission representative and alternate to the Metropolitan Planning Organization

D. **PROPOSED RESOLUTION NO. R18-053** - Appoint a City Commission representative and alternate to the Palm Beach County League of Cities.

E. **PROPOSED RESOLUTION NO. R18-054** - Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA).

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. Approve an increase to estimated expenditure to Iron Container of Miami, FL from $70,000 to $95,000 per City Bid #016-2515-15/JMA due to the need to purchase additional containers and replace ones that cannot be repaired.

B. **PROPOSED RESOLUTION NO. R18-055** - Approve and authorize the City Manager to sign an Agreement with Government Services Group, Inc. to assist the City of Boynton Beach to continue the Fire Assessment Program for the FY 2018-2019 budget with the scope of professional services and specialized assistance in the amount of $17,500.

C. **PROPOSED RESOLUTION NO. R18-056** - Authorize the Mayor to sign an Interlocal Grant Agreement between the the City of Boynton Beach and Solid Waste Authority of Palm Beach County tor $16,000 of funding towards the cost of installing an industrial, automated gate at the City's Rolling Green complex. The estimated cost of the project is $35,000 and the City will be providing the balance of $19,000.

D. **PROPOSED RESOLUTION NO. R18-057** - Authorize the City Manager to execute application for a grant from the Palm Beach County Transportation Planning Authority's Local Initiative Program for Improvements to Boynton Beach Boulevard between NW 3rd Street and US 1/Federal Highway.

E. Approve the minutes from the Special Joint City Commission and Community Redevelopment Agency Board meeting held on March 13, 2018

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R18-058** - Approve an Agreement with Gulfstream Goodwill Industries, Inc. of West Palm Beach, FL for a Textile Recycling Franchise, RFP No. 009-1210-18/IT, for an initial three (3) year term. This is a revenue generating Agreement whereby Gulfstream Goodwill Industries, Inc. shall pay to the City a fixed monthly fee of $8,328.00, or $99,938.00 annually for the exclusive right to implement a Textile Recycling Program for City-Owned Properties (Option B of the RFP). The Agreement will begin upon full execution and end three years from that date with an option to renew for an additional three (3) year term, if deemed in the City's best interest. The renewal term will be brought back to City Commission for approval.

8. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED RESOLUTION NO. R18-059** - Approve Second Amendment to the land development agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC and authorize release of surety to bury overhead utility lines across Federal Highway at SE 2nd Avenue.

B. **PROPOSED ORDINANCE NO. 18-003 - SECOND READING** - Approve One Boynton (aka Las Ventanas) Rezoning (REZN 18-005) from MU-L (Mixed Use Low District) to MU-4 (Mixed Use 4 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 14.6 acre property. Applicant: City-initiated.

C. **PROPOSED ORDINANCE NO. 18-004 - SECOND READING** - Approve Timeless Life Care and 601 S. Federal Mixed Use rezoning (REZN 18-006) from MU-L2 (Mixed Use Low 2 District) to MU-2 (Mixed Use 2 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 2.41 acre area. Applicant: City-initiated.

D. **PROPOSED ORDINANCE NO. 18-005 - FIRST READING** - Approve Telecommunications in Public Rights-of-Way (CDRV 18-001) - Amending Part II Code of Ordinances Chapter 25.1 Communications Facilities in Right-of-Way and Part III Land Development Regulations Chapter 3. Article V. Section 12. Amateur Radio and Television Antennas and Section 13. Wireless Communications Facilities (WCF) for consistency with FCC requirements and with the State's Advanced Wireless Infrastructure Deployment Act. City-initiated.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS

A. **PROPOSED RESOLUTION NO. R18-038** - Commission to consider a land sale agreement to Leisureville for land parcel adjacent to Palm Beach Leisureville. ***(Tabled to the April 3, 2018 Commission Meeting)***

11. NEW BUSINESS - None

12. LEGAL

A. **PROPOSED ORDINANCE 18-006 FIRST READING** - Approval of Ordinance amending Section 18-164 of the Code of Ordinances to provide for mutual consent regarding use of the 185 money; amending Section 18-169 to add normal retirement age definition for members who retire with (20) years of service only retirement, to provide for payment of death benefits to a designated beneficiary in the event that there is no spouse, and to add ten year vesting for Police Officers hired on or after October 1, 2016; adding a new Section 18-178 to add a rehire after retirement provision.

13. FUTURE AGENDA ITEMS

A. Staff to review PBC Ordinance on Panhandlers - **April 2018**

B. Update Commission on topic of dogs on beach - **April 17, 2018**

C. Quarterly report on red light camera program (Jan 2018-Mar 2018) - **April 17, 2018**

D. Quarterly report on gov't surtax fund (Jan 2018-Mar 2018) - **April 17, 2018**

E. Approve Major Site Plan Modification (MSPM 17-001) request for 104 Multi-family rental units and associated recreational amenities and site improvements, as well as a request for four (4) setback waivers, located on Lot 52 of Quantum Park, in the PID (Planned Industrial Development) zoning district. Applicant: John Lyon, Olen Properties. - **April 17, 2018**

F. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**

Nichols Property

Rolling Green
Girl Scout Park

G. Vice-Mayor Katz has requested the City Attorney to provide update on legal issues with QPODD - **TBD**

H. Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. - **TBD**

I. Staff to present Leases for temporary space for City Services during construction phase of the Town Square Project - **April 17,2018**

14. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CITY'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CITY'S WEB SITE CAN BE OBTAINED FROM THE OFFICE OF THE CITY CLERK.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

Roll Call

Invocation

Pledge of Allegiance to the Flag led by Vice Mayor Romelus

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Announcement of the 13th Annual Boynton Beach Firefighter Fishing Tournament and Firehouse Chili Cook-off on April 21, 2018 by Chief Glenn Joseph.

EXPLANATION OF REQUEST: There will be a BBQ, raffle prizes, music, a chili competition, children's activities and a variety of vendors! Don't miss our fish weigh-in and cash prize giveaway! Men, women and junior anglers will be competing for over $10,000 in cash and prizes!
No other hazards or injuries reported.
Tournament Day: April 21, 2018
Harvey Oyer Park (Formally known as Boat Club Park) 2010 N. Federal Highway, Boynton Beach, Florida 33435. Time: 12 noon to 7pm
Captain's Meeting: Thursday April 19, 2018!
Boynton Beach Bru's Room 1333 N. Congress Ave. Boynton Beach, Florida 33426
Time: 5pm – 11pm (Rules and regulations announced at 7pm)
All proceeds benefit the Boynton Beach Kiwanis Club and the Boynton Beach Firefighter Benevolent Association!
Register Online at;
www.boyntonbeachfirefighters.com

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	2018 Flyer

Boynton Beach Firefighters Fishing Tournament

13th Annual

Chili Cookoff!

April 21, 2018

Starting at 12:00 noon

Come join the fun!

Eat some chili or enter your own to win.

Fun for the whole family.

BBQ, Music, Corn Hole, Kid Games, Bounce House, and more!!!

$1000 in cash prizes!

Only $25 to enter

To be held at Boat Ramp Club Park 2010 N. Fed. Hwy. Boynton Beach

For registration call Alex (561) 346 7523 or John (561)722 4908 or for information

BOYNTON BEACH FIREFIGHTER BENEVOLENT ASSOCIATION

See us on facebook! facebook

CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Present a Certificate of Achievement from Mayor Grant to Tekeira Poole, a recent Career Online High School (COHS) Graduate. Ms. Poole was awarded a COHS Scholarship from Library staff in November 2016.

EXPLANATION OF REQUEST: To celebrate a great achievement of a Boynton Beach Citizen.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Celebrating this achievement will help market the Career Online High School (COHS) Program to other potential students.

FISCAL IMPACT: Non-budgeted None. This program was paid for through the Florida State Division of Library and Information Services.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Career Online High School Certificate of Achievement

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Tekeira Poole

HAS BEEN RECOGNIZED FOR THE OUTSTANDING ACHIEVEMENT OF SUCCESSFULLY COMPLETING THE CAREER ONLINE HIGH SCHOOL PROGRAM SPONSORED BY THE BOYNTON BEACH CITY LIBRARY

APRIL 3, 2018

STEVEN B. GRANT, MAYOR
CITY OF BOYNTON BEACH, FLORIDA

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Proclaim April 8 to 14, 2018, as National Library Week and Tuesday, April 12, 2018, as National Library Workers Day.

EXPLANATION OF REQUEST: Bring attention to National Library Week to attract customers to visit the Library and gain awareness of all of the free services offered.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The Proclamation will promote public awareness of all the Library's services and increase its customer patronage.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Not approve the Proclamation.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, libraries are not just about what they have for people, but what they do for and with people; librarians continue to lead the way in leveling the playing field for all who seek information and access to technologies; and

WHEREAS, libraries and librarians look beyond their traditional roles and provide transformative opportunities for education, employment, entrepreneurship, empowerment and engagement, as well new services that connect closely with patrons' needs; and

WHEREAS, libraries and librarians lead their communities in innovation, providing STEAM programming, Makerspaces and access and training for new technologies; and

WHEREAS, libraries are pioneers supporting democracy and effecting social change, with a commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries lead in working with diverse communities, including people of color, immigrants and people with disabilities, offering services and educational resources that transform communities, open minds and promote inclusion and diversity; and

WHEREAS, National Library Workers Day, Tuesday, April 12, 2018, is a day for library staff, users, administrators and Friends groups to recognize the valuable contributions made by all library workers.

NOW, THEREFORE, be it resolved that I, Steven Grant, Mayor, proclaim, April 8-14, 2018 as:

National Library Week

encouraging all residents to visit the library this week and explore what's new at your library, and engage with your librarian.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida the 3rd day of April, Two Thousand and Seventeen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Proclaim the month of April 2018 as Paralyzed Veterans of America Month.
Past President and PVA National Vice-President Charles Brown will be accepting the proclamation on behalf Paralyzed Veterans of America Florida Chapter.

EXPLANATION OF REQUEST: Beginning in 1984, Paralyzed Veterans of American designated the month of April to honor America's paralyzed veterans. Veterans with disabilities have served their country when it needed them, and they continue to serve their communities. They personify the higest ideals of service to country, sacrifice of self and perseverance in overcoming adversity. Their stories of hardship and triumph provide life-affirming lessons for all of us.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will have no impact on City programs or services.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, residing within the boundaries of Boynton Beach, many of our neighbors have served as members of the Armed Forces, and in doing so honored our community with exemplary dedication; and

WHEREAS, it is important that we recognize the sacrifices made by our community's veterans who are paralyzed.

NOW, THEREFORE I, Steven B. Grant, Mayor of the City of Boynton Beach, hereby proclaim the month of April as:

PARALYZED VETERANS OF AMERICA AWARENESS MONTH

in the City of Boynton Beach. I encourage the citizens of Boynton Beach to honor our paralyzed veterans because they personify the highest ideals of service to country, sacrifice of self and perseverance in overcoming adversity. Their stories of hardship and triumph provide life-affirming lessons for all of us.

I also encourage the people of the City of Boynton Beach to observe and participate in the activities associated with PVA Awareness Month and reflect upon the sacrifices endured by our community's veterans who are paralyzed. There are many local community service organizations, particularly those serving our youth that seek involvement in worthy projects, and PVA Awareness Month meets and surpasses that standard.

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of Boynton Beach to be affixed this 3rd day of April, 2018.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Proclaim April 10, 2018 as Gopher Tortoise Day in the City of Boynton Beach.

EXPLANATION OF REQUEST:
April 10th was officially adopted by the Gopher Tortoise Council as Gopher Tortoise Day! In Florida, gopher tortoises (*Gopherus polyphemus*) are found in parts of all 67 counties and are frequently encountered in neighborhoods, along roadways, and in many of Florida's public parks and forests. The goal of Gopher Tortoise Day is to increase awareness and appreciation for these long lived, gentle reptiles.

Gopher tortoises are considered a keystone species because they dig burrows that provide shelter for 360 other species of wildlife, called "commensals." These "commensal species" include the gopher frog, Florida mouse, eastern indigo snake, and hundreds of invertebrates like beetles and crickets. Without the gopher tortoise, many of these species would not exist.

The City of Boynton Beach will join at least 14 other Florida communities in proclaiming April 10th as Gopher Tortoise Day. More information can be found at http://gophertortoisedayfl.com.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Observing Gopher Tortoise Day will reaffirm the City's commitment to natural area conservation and call attention to the City's efforts to protect this threatened species. Gopher tortoises inhabit many City properties including Galaxy Sand Pine Preserve, the Seacrest and Rosemary Scrub Natural Areas, the Nichols property, the Sand Pine Preserves at Quantum, and the proposed Eco Park in Quantum.

FISCAL IMPACT: Non-budgeted
There is no impact to the City's budget.

ALTERNATIVES: Not proclaim April 10, 2018 as Gopher Tortoise Day.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION: Protecting gopher tortoise habitat, and raising awareness of its importance, helps to address CAP goals of protecting natural areas for benefits of carbon sequestration and reduction of urban heat island effect.

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Gopher Tortoise Day Proclamation

City of Boynton Beach

Proclamation

WHEREAS, the Gopher Tortoise (*Gopherus polyphemus*) has been living on the earth for 500,000 to 2 million years, and

WHEREAS, the Gopher Tortoise today is, in the State of Florida, state-listed as Threatened, and in parts of the U.S., is federally listed as Threatened, and

WHEREAS, the Gopher Tortoise is considered a keystone species, and

WHEREAS, the Gopher Tortoise's burrow protects more than 350 other commensal species, some of which are also listed as Threatened, and

WHEREAS, the Gopher Tortoise's habitat needs protection, and

WHEREAS, having Gopher Tortoises and other species in our area helps to sustain the area's ecology and provide our citizens with a source of joy and appreciation for nature.

NOW, THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the 10th of April Two Thousand Eighteen as:

GOPHER TORTOISE DAY

IN WITNESS WHEREOF, I have herunto se my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 3rd day of April Two Thousand Eighteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 1 Alt
Employee Pension Board: 1 Reg
Senior Advisory Bd: 2 Alts

EXPLANATION OF REQUEST: The attached list contains the names of those who have applied for vacancies on the various Advisory Boards. A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Minutes	Appointments 04-03-18

APPOINTMENTS AND APPLICANTS FOR APRIL 3, 2018

Arts Commission

I	Katz	Alt	2 yr term to 12/19 Tabled (2)
II	McCray	Alt	2 yr term to 12/19 Tabled (2)

Applicants

None

Building Board of Adjustments and Appeals

III	Romelus	Alt	2 yr term to 12/19
II	McCray	Alt	2 yr term to 12/19 (Tabled 2)
Mayor	Grant	Reg	3 yr term to 12/18 (Tabled 2)
IV	Casello	Reg	2 yr term to 12/19

Applicants

None

Employee Pension Board

III	Romelus	Reg	4 yr term to 12/20 Tabled (3)

Applicants

None

Senior Advisory Board

II	McCray	Alt	2 yr term to 12/19 Tabled (3)
III	Romelus	Alt	2 yr term to 12/19 Tabled (3)

Applicants

None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-051 - Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program.

EXPLANATION OF REQUEST:
The Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District and several special districts. The members of this Forum meet quarterly to discuss issues of inter-jurisdictional significance. Each individual local government decides the length of the term.

Vice Mayor Christina Romelus is currently serving as the representative and City Manager Lori LaVerriere is currently the alternate on this Program.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Maintain awareness and have input into matters of inter-jurisdictional significance.

FISCAL IMPACT: None

ALTERNATIVES: The alternative would be to not make an appointment to this organization.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution appointing City Representative and alternate to Countywide Intergovernmental Coordination program
Attachment	Committee Explanation

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM, AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Countywide Intergovernmental Coordination Program; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The "WHEREAS" clauses above are hereby ratified and confirmed as being true and correct and incorporated herein by reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby appoints _____ as a representative to the Countywide Intergovernmental Coordination Program and appoints _____ as alternate representative to the Countywide Intergovernmental Coordination Program.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

METROPOLITAN PLANNING ORGANIZATION

The Metropolitan Planning Organization was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The MPO is composed of local elected officials from County and municipal governments and applicable transportation authorities, and is independent of local elected bodies. The responsibilities of the MPO encompass multi-modal transportation planning and address short-term (five-year) and long-range (20-year) time frames. The MPO meeting is held every third Thursday of the month at 9:00 a.m. in the 12th floor conference room of the Government Center.

COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION

The Coalition of Boynton West Residential Associations (COBWRA) is an assembly of representatives of the various subdivisions in unincorporated Boynton Beach. As a courtesy to the City of Boynton Beach, a City representative and alternate are welcome to attend the meetings to address issues of interest or concern. The meeting is held the 3rd Wednesday of each month at 10:00 a.m. at various locations throughout the COBWRA area.

COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM

The Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District and several special districts. The members of this Forum meet quarterly to discuss issues of inter-jurisdictional significance. Each individual local government decides the length of the term.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-052 - Appoint a City Commission representative and alternate to the Metropolitan Planning Organization

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EXPLANATION OF REQUEST:
The Metropolitan Planning Organization was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The MPO is composed of local elected officials from County and municipal bodies. The responsibilities of the MPO encompass mulit-modal transportation planning and addresses short-term (five-year) and long-range (20-year) time frames. The MPO meeting is held on the 3rd Thursday of the month at the PBC Governmental Center on Olive Avenue. They begin at 9:00 a.m. and typically last two hours.

Mayor Steven B. Grant is currently serving at the representative and Commissioner Mack McCray is the alternate representative to this Committee.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Maintain communications and awareness of MPO initiatives that may affect the City.

FISCAL IMPACT: None

ALTERNATIVES: The alternative would be to not make an appointment to this organization

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution appointing City Representaive and alternate to MPO
Attachment	Committee Explanation

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE METROPOLITAN PLANNING ORGANIZATION, AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE METROPOLITAN PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Metropolitan Planning Organization; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The "WHEREAS" clauses above are hereby ratified and confirmed as being true and correct and incorporated herein by reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby appoints _____ as a representative to the Metropolitan Planning Organization and appoints _____ as alternate representative to the Metropolitan Planning Organization.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

METROPOLITAN PLANNING ORGANIZATION

The Metropolitan Planning Organization was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The MPO is composed of local elected officials from County and municipal governments and applicable transportation authorities, and is independent of local elected bodies. The responsibilities of the MPO encompass multi-modal transportation planning and address short-term (five-year) and long-range (20-year) time frames. The MPO meeting is held every third Thursday of the month at 9:00 a.m. in the 12th floor conference room of the Government Center.

COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION

The Coalition of Boynton West Residential Associations (COBWRA) is an assembly of representatives of the various subdivisions in unincorporated Boynton Beach. As a courtesy to the City of Boynton Beach, a City representative and alternate are welcome to attend the meetings to address issues of interest or concern. The meeting is held the 3rd Wednesday of each month at 10:00 a.m. at various locations throughout the COBWRA area.

COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM

The Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District and several special districts. The members of this Forum meet quarterly to discuss issues of inter-jurisdictional significance. Each individual local government decides the length of the term.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-053 - Appoint a City Commission representative and alternate to the Palm Beach County League of Cities.

EXPLANATION OF REQUEST:
The Palm Beach County League of Cities shall advocate the collective interests of the municipalities in Palm Beach County in accordance with the principles of self-government. The Municipal League of Palm Beach County meets on the fourth Wednesday of each month at 10:30 a.m. at various locations. The membership term is one year.

Commissioner Mack McCray is currently serving at the representative and Commissioner Joe Casello is the alternate representative to this Committee.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Maintain awareness and have input into matters of significance to the City

FISCAL IMPACT: None

ALTERNATIVES: The alternative would be to not make an appointment to this organization.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution
Attachment	Explanation of Committee

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE PALM BEACH COUNTY LEAGUE OF CITIES, AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE PALM BEACH COUNTY LEAGUE OF CITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Palm Beach County League of Cities; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The "WHEREAS" clauses above are hereby ratified and confirmed as being true and correct and incorporated herein by reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby appoints _____ as a representative to the League of Cities and appoints _____ as alternate representative to the Palm Beach County League of Cities.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

PALM BEACH COUNTY LEAGUE OF CITIES

The Palm Beach County League of Cities shall advocate the collective interests of the municipalities in Palm Beach County in accordance with the principles of self-government. The Municipal League of Palm Beach County meets on the fourth Wednesday of each month at 10:30 a.m. at various locations. The membership term is one year.

METROPOLITAN PLANNING ORGANIZATION

The Metropolitan Planning Organization was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The MPO is composed of local elected officials from County and municipal governments and applicable transportation authorities, and is independent of local elected bodies. The responsibilities of the MPO encompass multi-modal transportation planning and address short-term (five-year) and long-range (20-year) time frames. The MPO meeting is held every third Thursday of the month at 9:00 a.m. in the 12th floor conference room of the Government Center.

COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION

The Coalition of Boynton West Residential Associations (COBWRA) is an assembly of representatives of the various subdivisions in unincorporated Boynton Beach. As a courtesy to the City of Boynton Beach, a City representative and alternate are welcome to attend the meetings to address issues of interest or concern. The meeting is held the 3rd Wednesday of each month at 10:00 a.m. at various locations throughout the COBWRA area.

COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM

The Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District and several special districts. The members of this Forum meet quarterly to discuss issues of inter-jurisdictional significance. Each individual local government decides the length of the term.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-054 - Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA).

EXPLANATION OF REQUEST:
The Coalition of Boynton West Residents Association (COBWRA) is an assembly of representatives of the various subdivisions in unincorporated Boynton Beach. As a courtesy to the City of Boynton Beach, a City representative and alternate are welcome to attend the meetings to address issues of interest or concern. The meeting is held the 3rd Wednesday of each month at 10:00 a.m. at various locations throughout the COBWRA area.

The current representative is Commissioner Joe Casello and the alternate is Commissioner Mack McCray.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Maintain awareness of matters of significance to the City.

FISCAL IMPACT: None

ALTERNATIVES: The alternative to this decision would be to note make an appointment to this association.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Resolution appointing City Representative and Alternate to the COBWRA
Attachment	Committee Explanation

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION (COBWRA), AND APPOINTING _____ AS ALTERNATE REPRESENTATIVE TO THE COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION (COBWRA); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Coalition of Boynton West Residents Association (COBWRA); and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The "WHEREAS" clauses above are hereby ratified and confirmed as being true and correct and incorporated herein by reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby appoints _____ as a representative to the Coalition of Boynton West Residents Association (COBWRA) and appoints _____ as alternate representative to the Coalition of Boynton West Residents Association (COBWRA).

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

METROPOLITAN PLANNING ORGANIZATION

The Metropolitan Planning Organization was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The MPO is composed of local elected officials from County and municipal governments and applicable transportation authorities, and is independent of local elected bodies. The responsibilities of the MPO encompass multi-modal transportation planning and address short-term (five-year) and long-range (20-year) time frames. The MPO meeting is held every third Thursday of the month at 9:00 a.m. in the 12th floor conference room of the Government Center.

COALITION OF BOYNTON WEST RESIDENTS ASSOCIATION

The Coalition of Boynton West Residential Associations (COBWRA) is an assembly of representatives of the various subdivisions in unincorporated Boynton Beach. As a courtesy to the City of Boynton Beach, a City representative and alternate are welcome to attend the meetings to address issues of interest or concern. The meeting is held the 3rd Wednesday of each month at 10:00 a.m. at various locations throughout the COBWRA area.

COUNTYWIDE INTERGOVERNMENTAL COORDINATION PROGRAM

The Countywide Intergovernmental Coordination Program has been in place for several years under the auspices of two interlocal agreements that were signed by all municipalities, the School Board, the Water Management District and several special districts. The members of this Forum meet quarterly to discuss issues of inter-jurisdictional significance. Each individual local government decides the length of the term.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Approve an increase to estimated expenditure to Iron Container of Miami, FL from $70,000 to $95,000 per City Bid #016-2515-15/JMA due to the need to purchase additional containers and replace ones that cannot be repaired.

EXPLANATION OF REQUEST:
Current Extension Time Period: September 2, 2017 - September 1, 2018

The Commission approved bid #016-2515-15/JMA on August 4, 2017 for a one year period from September 2, 2017 to September 1, 2018 with an estimated annual expenditure of $70,000 for the purchase of metal containers and roll offs. We have experienced an increase in roll off and dumpster requests and due to the growth of developments/businesses throughout the City and containers are no longer repairable which will result in exceeding the original estimate of $70,000.

We currently have five (5) eight (8) yard dumpsters, eight (8) six (6) yard dumpsters, ten (10) four (4) yard dumpsters, ten (10) three (3) yard dumpsters, ten (10) two (2) yard dumpsters, one (1) forty (40) yard roll off, one (1) thirty (30) yard roll off, two (2) twenty (20) yard roll offs and two (2) ten (10) yard roll offs in stock and with the remainder of the year our stock will be depleted within a few months if not sooner.

The increase to $95,000 will supply us with a sufficient stock for our customers/residents and any unforeseeable requests that will need to be met.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The inventory will allow us to provide the refuse service demands of our customer/residents in a timely manner so that Solid Waste is able to be operational.

FISCAL IMPACT: Budgeted
Budgeted funding is in Solid Waste account # 431-2515-534-52-74

Expenses:

FY 17/18 to date	$62,232
FY 16/17	$78,803
FY 15/16	$61,263

ALTERNATIVES: To not approve the increase which will prohibit us from providing dumpsters or roll off service to our customer/residents and leaving us with performing repairs only to dumpsters and roll offs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Iron Container

START DATE: 9/2/2015

END DATE: 9/1/2018

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

N/A

ATTACHMENTS:

Type	Description
Addendum	Agenda Attachment - Iron Container - Bid Extension Memo
Addendum	Agenda Attachment - Iron Container - Agenda Item from 08-18-2015
Addendum	Agenda Attachment - Iron Container - Tabulation Sheet Metal Containers and Roll Offs
Addendum	Agenda Attachment - Iron Container - Recommendation Awarded Vendor Memo

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 14, 2017

Iron Container, LLC
3230 NW 42ND Street
Miami, FL 33142

ATTN: Julian Charles, via email

BID: **ANNUAL SUPPLY OF METAL CONTAINERS AND ROLL-OFFS**
BID No.: **059-2510-15/JMA**

NEW BID TERM: ***SEPTEMBER 2, 2017 TO SEPTEMBER 1, 2018***

Dear Mr. Charles:

On August 1, 2017, City of Boynton Beach Commission approved a one year renewal of the subject bid for the "Annual Supply of Metal Containers and Roll-Offs" with the same terms and conditions and pricing. The new bid term is September 2, 2017 through September 1, 2018.

Thank you for agreeing to renew and we look forward to another year of Iron Container's excellent service. If you should have any questions, please do not hesitate to call Ilyse Triestman, Purchasing Manager at (561) 742-6322, or E-mail: triestmani@bbfl.us.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Joseph Franklin. Solid Waste Supervisor
Adrianna Greco-Arencibia, Admin. Assistant
File

6.D.
CONSENT AGENDA
8/18/2015

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/18/2015

REQUESTED ACTION BY COMMISSION: Approve the Bid Award for the "ANNUAL SUPPLY OF METAL CONTAINERS AND ROLL-OFFS" Bid No. 059-2510-15/JMA to Iron Container of Miami, Florida as the lowest, most responsive, responsible bidder meeting all specifications for an estimated annual amount of $70,000.00 on an "As Needed" basis.

EXPLANATION OF REQUEST:

BID AWARD PERIOD: SEPTEMBER 2, 2015 TO SEPTEMBER 1, 2016

EXPLANATION OF REQUEST: On July 23, 2015, Procurement Services opened and tabulated three (3) bids. All bids were reviewed by the Assistant Director of Public Works and the Solid Waste Supervisor who have recommended the bid award to Iron Container of Miami as the lowest, most responsive, responsible bidder for a one-year period. This bid does allow for three (3) one-year extensions at the same terms, conditions and prices subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this bid is to secure pricing for a one-year period for the purchase of Metal Containers (dumpsters) and (roll-offs) used throughout the City on an as needed basis for commercial and/or multi-residential accounts for the collection of refuse.

The primary purchase will be for front-load dumpsters that are used throughout the City at commercial and multi-family units. There are 1,214 commercial accounts with dumpsters in use along with approximately 14,990 multi-family units. The commercial accounts change service continually i.e., requests for different dumpster sizes and service. In addition these containers are used for multi-family associations and recycling for both commercial and multi-family use.

FISCAL IMPACT: Budgeted
The estimated annual expenditure is $70,000 for the purchase of metal containers and roll-offs ordered on an "As Needed" basis and is budgeted in account number 431-2515-534-52.74 of the Solid Waste Fund.

The current and previous year's expenditures are as follow:

FY 2014/2015	$70,173.00 to date
FY 2013/2014	$56,448.00
FY 2012/2013	$45,000.60

We currently have a metal container repair contract which allows us to repair roll-offs on an emergency basis as well as re-bottom front load containers for reuse; some front load containers are not repairable and need to be replaced. Our commercial/multi-family front load business has been remarkably stable and containers for our customers are essential.

ALTERNATIVES:
Not approve bid award and perform repairs only to dumpsters and roll-offs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Memo	Department Recommendation
Tab Sheets	Tab Sheets - Metal Container Bid
Attachment	Bid Response from Iron Container

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	8/5/2015 - 4:55 PM
Finance	Howard, Tim	Approved	8/5/2015 - 4:55 PM
Legal	Cherof, Jim	Approved	8/12/2015 - 2:05 PM
City Manager	LaVerriere, Lori	Approved	8/14/2015 - 9:08 AM

ANNUAL SUPPLY OF METAL CONTAINERS AND ROLL-OFFS

BID DUE DATE: July 23, 2015
BID DUE TIME: 2:30 P.M.
BID No.: 059-2510-15/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	IES SALES & SERVICES LLC 2340 NW 147 Street, Bay F3 Opalocka, FL 33054 Tel: (305) 687-9400 E-mail: RecycleIES@gmail.com Contact: Osneil Sanchez	IRON CONTAINER, LLC 3230 NW 42nd Street Miami, FL 33142 Tel: (305) 726-2150 E-mail: jcharles@ironcontainer.com Contact: Julian Charles	WASTEQUIP MFG. CO. LLC 841 Meacham Road Statesville, NC 28677 Tel: (800) 424-0422 ext. 244 E-mail: mjenkins@wastequip.com Contact: Stephen Svetik, CFO
ORIGINAL AND TWO COPIES OF BID SUBMITTED	**YES**	**YES**	**YES**
BIDDER'S ACKNOWLEDGEMENT SUBMITTED	**YES**	**YES**	**YES**
METAL CONTAINERS			
10 2CY	$375.00	$339.00	$346.00
10 3CY	$449.00	$379.00	$436.00
20 4CY	$510.00	$459.00	$498.00
20 6CY	$630.00	$589.00	$601.00
20 8CY	$750.00	$699.00	$702.00
ADDITIONAL SETS OF LIDS W/RODS			
10 2CY	$50.00	$44.00	$53.00
10 3CY	$55.00	$45.00	$53.00
10 4CY	$60.00	$46.00	$53.00
10 6CY	$60.00	$46.00	$53.00
10 8CY	$60.00	$46.00	$53.00

ANNUAL SUPPLY OF METAL CONTAINERS AND ROLL-OFFS

BID DUE DATE: July 23, 2015
BID DUE TIME: 2:30 P.M.
BID No.: 059-2510-15/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**IES SALES & SERVICES LLC** **2340 NW 147 Street, Bay F3** **Opalocka, FL 33054** **Tel: (305) 687-9400** **E-mail: RecycleIES@gmail.com** **Contact: Osneil Sanchez**	**IRON CONTAINER, LLC** **3230 NW 42nd Street** **Miami, FL 33142** **Tel: (305) 726-2150** **E-mail: jcharles@ironcontainer.com** **Contact: Julian Charles**	**WASTEQUIP MFG. CO. LLC** **841 Meacham Road** **Statesville, NC 28677** **Tel: (800) 424-0422 ext. 244** **E-mail: mjenkins@wastequip.com** **Contact: Stephen Svetik, CFO**
ROLL-OFF METAL CONTAINERS			
10CY	$2,150.00	$1,890.00	$2,425.00
20CY	$2,800.00	$2,789.00	$3,249.00
30CY	$3,350.00	$3,289.00	$3,487.00
40CY	$3,950.00	$3,780.00	$4,117.00
40CY (w/plastic doors)	$5,800.00	$4,900.00	$6,425.00
CALENDAR DAYS	30	30	45 BUSINESS DAYS
SPECIFICATION CHECK OFF SHEETS SUBMITTED (Pages 3 - 6)	YES	YES	YES EXCEPTIONS TAKEN TO SPECIFICATIONS
CERTIFIED ENGINEERING DRAWING SUBMITTED	YES	YES	YES
BIDDER'S WARRANTY INCLUDED	YES One year structural on manufacturer's defect.	YES	YES
BID PRICE FIRM FOR 12 MONTHS	YES	YES	YES

ANNUAL SUPPLY OF METAL CONTAINERS AND ROLL-OFFS

BID DUE DATE: July 23, 2015
BID DUE TIME: 2:30 P.M.
BID No.: 059-2510-15/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**IES SALES & SERVICES LLC** **2340 NW 147 Street, Bay F3** **Opalocka, FL 33054** **Tel: (305) 687-9400** **E-mail: RecycleIES@gmail.com** **Contact: Osneil Sanchez**	**IRON CONTAINER, LLC** **3230 NW 42nd Street** **Miami, FL 33142** **Tel: (305) 726-2150** **E-mail: jcharles@ironcontainer.com** **Contact: Julian Charles**	**WASTEQUIP MFG. CO. LLC** **841 Meacham Road** **Statesville, NC 28677** **Tel: (800) 424-0422 ext. 244** **E-mail: mjenkins@wastequip.com** **Contact: Stephen Svetik, CFO**
METAL CONTAINERS MANUF.	I.E.S.	IRON CONTAINER, LLC	WASTEQUIP
METAL CONTAINER MODEL	FEC 2 - 8 CY	IC FLS	VARIES PER PRODUCT
ROLL-OFF MANUFACTURER	I.E.S.	IRON CONTAINER, LLC	WASTEQUIP
ROLL OFF MODEL	RO-TUB-10/40 CY	IC ROB	VARIES PER PRODUCT
NON COLLUSION AFFIDAVIT	YES	YES	YES
ANTI-KICKBACK AFFIDAVIT	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	YES/HISPANIC, WOMEN OWNED BUSINESS NOT CERTIFIED	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	YES	YES	YES
CONFIRMATION OF DRUG FREE WORKPLACE	YES	YES	YES
COMMENTS	Certificate of Insurance included.		Evidence of Insurance, W-9, and Business Tax License included.

DEPARTMENT OF PUBLIC WORKS
MEMORANDUM NO. 15-020

TO: Julie Alibrandi, Senior Buyer

THRU: Christine Roberts, Assistant Director of Public Works CR

FROM: Joseph Franklin, Solid Waste Supervisor JA

DATE: July 29, 2015

SUBJECT: Awarded Vendor

Public Works received the bid for annual supplies of metal containers and roll offs. After review of the documents, the most responsive and lowest vendor is Iron Container, LLC.

The bid no. 059-2510-15/JMA, contract effective 09/02/2015 thru 09/01/2016.

Should you need any additional information, please call me at ext. 6583.

Copy: PW Files

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-055 - Approve and authorize the City Manager to sign an Agreement with Government Services Group, Inc. to assist the City of Boynton Beach to continue the Fire Assessment Program for the FY 2018-2019 budget with the scope of professional services and specialized assistance in the amount of $17,500.

EXPLANATION OF REQUEST:
This request is not to make budgetary or Fire Assessment rate decisions. Instead, the request is only for contracting with Government Services Group, Inc. (GSG) to assist the City with the City's Fire Assessment Program for FY 2018-2019. The City does not maintain the technical staff to obtain the property files from the County Property Appraiser's Office, to provide the required specialized analysis, or to upload the property files with the assessment rates back to the Appraiser's Office. This is the major need for which the City contracts for these external professional services.

The City originally initiated a seven year Fire Assessment Program in FY 2001-2002 through FY 2007-2008 with a sunset provision in FY 2008-2009 unless continued. At that time, in order to continue the program, it was required to implement a new Fire Assessment Program beginning in FY 2008-2009. The Commission also approved the Program for FY 2009-2010 through the current FY 2017-2018.

GSG established the initial methodology and provided assistance to the City for the first seven (7) years of the Fire Assessment Program. When the Program was planned for extension beyond those years, we solicited Requests for Proposals to assist the City with the new Fire Assessment Program. We selected GSG to continue with their service due to their familiarity with the City, proven methodology that stood legal tests and lower cost to the City.

GSG's scope of professional services and specialized assistance in the amount of $17,500 has been held consistent under the current Continuing Services Proposal for the last eight (8) years. The range of potential additional services primarily relates to mailing first class letters to (a) newly affected property owners ($338) and (b) all property owners should the rates be raised for the coming year ($43,403).

For Fiscal Year 2017-18, the estimated gross Fire Assessment was $8,205,584 reduced to a net realized assessment of $6,663,944 after excluding tax exempt properties.

The Fire Rescue Assessments assessed and apportioned among benefitted property parcels follow.

FY 17/18 Rates:

Property Use Category	**Rate Per Dwelling Unit**
Residential	$120.00
Non-Residential Property Use Categories	**Rate Per Square Foot** (*)
Commercial	$0.27
Industrial/Warehouse	$0.06
Institutional	$0.30

Nursing Home $0.30
(*)There is a maximum of 77,001 square foot cap on non-residential buildings

The above rates for FY 17/18 only assessed less than 59% of the eligible Fire Rescue costs after excluding EMS costs of the Fire Department. If they were assessed at 100% of the eligible costs, the rates would be $202.00 per dwelling unit and approximately 67% higher on the square footage rates for commercial property.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
What Is The Fire Assessment?
It is a non-ad valorem special assessment included on the annual tax notice that equitably allocates less than 60% of the cost of the City's eligible fire rescue services among all residential and non-residential property in the City that the Fire Rescue Department protects. All such properties are found to be specially benefited by the provision of the fire rescue services.

The Fire Assessment can only be developed to cover costs of the Fire Rescue portion of the total Fire Department. Therefore, the cost determination must exclude Emergency Medical Service (EMS) expenditures of the Fire Department to determine the assessable costs. In turn, the assessable costs must then be allocated to property types (residential, commercial, industrial/warehouse, institutional, and nursing homes) obtained from the County Property Appraiser based on the percentage of calls to each property type.

FISCAL IMPACT: Budgeted Funds were budgeted for this in the Fire department's FY17/18 budget under line item 001-2210-522-49-17.

ALTERNATIVES: Because of the inability to complete the tasks in-house as previously explained, a specialized consultant is needed to implement the Fire Assessment for the FY 2018-2019. GSG was selected under the new Fire Assessment Program through a competitive selection process. Because GSG performed all services pursuant to their agreement, and given that the their rates have remained consistent for the last eight (8) years, it is not anticipated that a selection process this year would result in any more favorable terms for the same services. However, if the City Commission does not approve the GSG proposal, the alternative which would permit the special assessment to proceed towards implementation for FY 2018-2019 would be a new selection process.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Agreement with GSG for 2018-19 FY
Attachment	GSG FY 2018-19 Proposal

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC., TO ASSIST THE CITY OF BOYNTON BEACH TO CONTINUE THE FIRE ASSESSMENT PROGRAM FOR THE FY 2018-2019 BUDGET WITH THE SCOPE OF PROFESSIONAL SERVICES AND SPECIALIZED ASSISTANCE IN THE AMOUNT OF $17,500; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Government Services Group, Inc., (GSG) established the initial methodology and provided assistance to the City with the Fire Assessment Program since 2001; and

WHEREAS, GSG was selected to continue with their service when the Fire Assessment was extended due to their familiarity with the City, proven methodology that stood legal tests and offered at a lower cost to the City; and

WHEREAS, contracting with GSG will preserve the progress that has been made to-date in the data collection/maintenance of this program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to execute the proposal of services with Government Services Group, Inc., in the amount of $17,500.00 to assist the City with the Fire Assessment Program for 2018/2019 and the potential additional services, a copy of the

proposed Scope of services is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

November 6, 2017

Via Electronic Mail

Tim Howard, Finance Director
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425-0310

Re: City of Boynton Beach – Fire Rescue Services Assessment Program: Continuing Services Proposal

Dear Mr. Howard,

As you know, Government Services Group, Inc. (GSG) originally assisted the City of Boynton Beach (City) in successfully implementing a fire rescue assessment program in 2001, and since its initial year, we have assisted in the maintenance of the annual assessment program on behalf of the City.

However, when the assessment program was initiated in 2001-02, the City made the decision to "sunset" the assessment program effective Fiscal Year 2008-09. Therefore, in order for the City to continue to use the annual recurring revenue source, it was required to implement a new fire rescue assessment program for Fiscal Year 2008-09. GSG is pleased to have assisted the City in developing and successfully implementing this recurring revenue source in Fiscal Year 2008-09 and has continued to assist in the maintenance of the annual assessment program. As such, we believe that the City would benefit from a continuation of our services.

In order to continue this relationship and the achievements realized thus far, attached as Appendix A is our proposed scope of services, fees, project deliverables and payment schedule to assist the City in the annual maintenance of the fire rescue assessment program for Fiscal Year 2018-19.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated on Appendix A to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with the City of Boynton Beach again this year.

Sincerely,

Sandi Walker

Sandi Walker
Project Coordinator

cc: Lori LaVerriere, City Manager
Mike Cirullo, Esq.

Appendix A

CITY OF BOYNTON BEACH
FIRE RESCUE ASSESSMENT PROGRAM
ANNUAL MAINTENANCE FISCAL YEAR 2018-19

Scope of Services

MAINTENANCE OF FIRE SERVICES ASSESSMENT PROGRAM

Task 1: **Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, GSG will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include GSG's availability to respond to requests for information or assistance from City staff regarding all aspects of the current assessment program. In addition, GSG will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.

Task 2: **Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the City will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.

Task 3: **Pro-Forma Rate Scenarios** As requested by the City, GSG will provide rate scenarios to assist in budget analyses and assessment program planning.

Task 4: **Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2018-19 assessment program.

Task 5: **Preliminary and Annual Assessment Resolutions** GSG will advise and assist the City's legal counsel in drafting the implementing assessment resolutions that conform to the existing fire rescue assessment ordinance and the City's policy decisions.

Task 6: **Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:

(a) Produce Notice Roll and Data Exports After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of TRIM notices. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser's office, per their specifications.

(b) Development and Distribution of First Class Notice Assist the City in developing the first class notice and its distribution to any affected property owners.

Task 7: **Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.

Task 8: **Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

For the professional services and specialized assistance described in the proposed Scope of Services, GSG's lump sum fee will be $17,500. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services does not include any on-site visits by GSG staff to the City. Any on-site meetings may be arranged at our standard hourly rates provided below. All expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Chief Executive Officer	$235
Senior Vice President/Managing Director	$195
Senior Project Manager/Consultant/Project Coordinator	$175
Consultant/Database Analyst/Technical Services	$150
Administrative Support	$ 75

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.35 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The City is also responsible for any costs incurred to obtain information from the property appraiser or other public official that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule and assuming that notice to proceed is received in December 2017. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Schedule	**Payment**
March 2018	1/3 of professional fee -- $5,833
July 2018	1/3 of professional fee -- $5,833
September 2018	1/3 of professional fee -- $5,834

DELIVERABLES SCHEDULE

Deliverable	**Schedule**
Notice to Proceed	December 2017
Ongoing Retainer Services	As Needed
Calculate Rates	March - May 2018
Develop Preliminary Assessment Roll	May - June 2018
Preliminary Rate Resolution	June – July 2018
Prepare Assessment Roll	June - July 2018
TRIM/First Class Notices	July - August 2018
Published Notice	July - August 2018
Annual Rate Resolution	August-September 2018
Certify Fiscal Year 2018-19 Assessment Roll	by September 15, 2018

ACCEPTED AND AGREED TO APPENDIX A

By:_____ _____

City of Boynton Beach **Date**

HOURS AND FEES MATRIX

Task	Total Hours	Total Fees
Task 1 - Base Retainer Services for Current Fiscal Year Assessment Program		
Senior Vice President	4	$640
Senior Project Manager/Consultant/Project Coordinator	18	$2,880
Consultant/Database Analyst/Technical Services	8	$1,280
Task 1 Total	**30**	**$4,800**
Task 2 - Update Preliminary Assessment Roll		
Chief Executive Officer	0	$0
Senior Vice President	0	$0
Vice President	0	$0
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	32	$5,120
Administrative Support	0	$0
Task 2 Totals	**36**	**$5,760**
Task 3 – Pro-Forma Rate Scenarios		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	4	$640
Task 3 Total	**8**	**$1,280**
Task 4 - Final Rates		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	2	$320
Task 4 Totals	**6**	**$960**
Task 5 - Preliminary and Annual Assessment Resolutions		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	0	$0
Task 5 Totals	**4**	**$640**
Task 6 – Implementation		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	8	$1,280
Task 6 Totals	**12**	**$1,920**
Task 7 - Create Final Assessment Roll		
Senior Project Manager/Consultant/Project Coordinator	2	$320
Consultant/Database Analyst/Technical Services	6	$960
Task 7 Totals	**8**	**$1,280**
Task 8 - Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method		
Consultant/Database Analyst/Technical Services	4	$640
Task 8 Total	**4**	**$640**
Total Professional Fees	**108**	**$17,280**
Expenses		**$220**
Grand Total		**$17,500**

Appendix B

CITY OF BOYNTON BEACH
ADDITIONAL SERVICES

Additional Services

ON-SITE VISITS

Any on-site meetings may be arranged at our standard hourly rates provided in Appendix A. All expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

GSG's estimated fee for professional services and travel related expenses for one (1) on-site visit to the City is $1,500.

MAILING OF FIRST CLASS NOTICES

The City is required to use the Truth-in-Millage (TRIM) notice to provide notice of special assessments pursuant to a special act that pertained to Palm Beach County. The amendment to this special act provides that use of the TRIM notice satisfies the mailed notice requirement of section 197.3632, Florida Statutes **unless** the assessment is levied for the first time, the boundaries change, the purpose changes or the rate exceeds the maximum rate. Because of this amendment and based on prior discussions with the Palm Beach County Property Appraiser's office, it is recommended that the City provide additional first class mailed notice to newly affected property owners regarding the proposed fire special assessment.

Should the City be required to mail first class notices to affected property owners for FY 2018-19, GSG will assist the City as follows:

- Assist the City in developing the first class notice;
- Merging the pertinent assessment roll information into the notices;
- Print and prepare the notices to be mailed; and
- Mail the notices by first class mail.

Mailing and production costs depend on the number of assessable parcels of property within the assessment program area. GSG's fee for this service is $1.35 per mailed first class notice, which includes all out-of-pocket expenses such as postage, envelopes, copy charges, etc. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document.

NO RATE INCREASE

Should the City not increase the fire assessment rates for FY 2018-19, first class notices will only need to be mailed to newly affected property owners. Based on FY 2017-18 information, the amount of new parcels that would need to be noticed would be in the 100 to 250 range. GSG's fee for mailing 250 first class notices would be approximately $338.

RATE INCREASE

Should the City increase the fire assessment rates for FY 2018-19 above the maximum rates noticed in August 2017, the City would be required to re-notice all property owners. Based on the FY 2017-18 fire assessment roll, the City would be required to mail approximately 32,150 first class notices. GSG's fee for mailing 32,150 first class notices would be approximately $43,403.

ACCEPTED AND AGREED TO APPENDIX B

By:_____ _____

City of Boynton Beach **Date**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-056 - Authorize the Mayor to sign an Interlocal Grant Agreement between the the City of Boynton Beach and Solid Waste Authority of Palm Beach County tor $16,000 of funding towards the cost of installing an industrial, automated gate at the City's Rolling Green complex. The estimated cost of the project is $35,000 and the City will be providing the balance of $19,000.

EXPLANATION OF REQUEST:
Grant Period: Upon execution of ILA - March 30, 2019

On October 5th, the Solid Waste Authority released a Blighted and Distressed Property Clean-up and Beautification Grant Application. The grant is intended to assist in the cleanup and beautification of distressed, blighted or otherwise impacted properties. The grant is offered as an incentive to improve the quality of the life and provide a safer, healthier and more aesthetically pleasing environment for the residents. In response, the Commission passed Resolution No 17-106 authorizing the City Manager to apply for a grant for the Rolling Green Property. We are pleased to now report that we have successfully received funding pursuant to this grant in the amount of $16,000.

The Public Works Department's awarded project consists of installing an industrial gate on the Rolling Green Dumpster Site. This project is not in the City's 2017/2018 Capital Improvement Plan, hence local funding is now needed.

This project is needed to make the Rolling Green site more secure and prevent fly dumping, graffiti, vandalism, and theft of City owned trash cans. To no avail the Staff, in the past, has used chains and locks to secure the existing gate. Each time the locks are found cut at the base of the gate.

Staff notes that this grant program was successfully used by the City and CRA to provide landscaping and painting around the City's Public Work Compound on NE 9th Ave.

This request is to amend the Capital Improvement Plan to re-allocate $35,000 from the project titled Fire Training Site at Rolling Green for the cost of this project called Gate Installation at Rolling Green. This ILA will provide a grant in the amount of $16,000 towards the $35,000 project cost. Resulting in the City providing up to $19,000 of City funds for this project. Also authorizes the Mayor to sign the Interlocal Grant Agreement with Solid Waste Authority of Palm Beach County.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Non-budgeted
Currently in the approved Capital Improvement Plan Budget for FY17/18 there is a projected titled Fire Training Site at Rolling Green (302-4225-580.62-01, Project No. FA1801, Budget: $100,000). This project is not proceeding at this time because the project scope has not been defined and the Rolling Green site is being considered for the future site of the Public Works Compound.
Staff is proposing re-allocating $35,000 of that budget for this project titled gate installation at Rolling Green.

ALTERNATIVES: The Commission can choose not to accept the grant.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA with SWA for grant funds
Attachment	SWA Interlocal Agreement
Attachment	Resolution No. R17-106
Attachment	Example of Proposed Gate

RESOLUTION NO. R18-____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL GRANT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR $16,000 OF FUNDING TOWARDS THE COST OF INSTALLING AN INDUSTRIAL, AUTOMATED GATE AT THE CITY'S ROLLING GREEN COMPLEX; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5 the Solid Waste Authority released a Blighted and Distressed Property Clean-up and Beautification Grant Application to which the City Commission authorized the City Manager apply; and

WHEREAS, the grant is intended to assist in the clean-up and beautification of distressed, blighted or otherwise impacted properties; and

WHEREAS, the grant has been received in the amount of $16,000; and

WHEREAS, the Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission approves and authorizes the Mayor to sign an Interlocal Grant Agreement with the Solid Waste Authority of Palm Beach County for receipt of grant funds in the amount of $16,000 towards a Rolling Green Gate Project, a copy of the

Interlocal Gate Agreement is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN

CITY OF BOYNTON BEACH
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

(Blighted and Distressed Property Clean-Up and Beautification Grant)

THIS INTERLOCAL GRANT AGREEMENT is made and entered into this ___ day of _____, 2018, by and between the Solid Waste Authority of Palm Beach County, a dependant special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and City of Boynton Beach, a public agency created pursuant to Chapter 163, Part III, Florida Statutes, hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority's Governing Board has appropriated in the Authority's adopted 2017/2018 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls a parcel(s) of land located within the municipal boundaries of the Applicant and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to install an industrial, automated, cantilevered gate (the "Project"); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. **Incorporation of Facts**
   The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.

2. **Purpose**
   The purpose of this Grant is to set forth the respective duties, rights and obligations of the parties relating to the Authority's provision of this Grant and the Applicant's performance of the Project.

3. **Contract Representatives and Monitors**
   The Authority's Contract Representative and Monitor during the execution of the Project shall be John Archambo, Director of Customer Relations, or his designee, whose telephone number is (561) 697-2700. The Applicant's Contract Representative and Monitor shall be Gary Dunmyer, whose telephone number is (561) 742-6231.

4. **The Project**
   A. The Applicant wants to install a 24 feet wide (6 feet tall) industrial, automated, cantilevered gate at the City's Rolling Green Municipal Complex to prevent fly dumping, graffiti, and theft of City owned dumpsters/trash cans.

5. **Effective Date and Term**
   This Grant shall take effect upon execution by the parties and shall remain in full force and effect until March 30, 2019.

6. **Conduct of the Project**
   A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the property consistent with the intent of this Grant for its full term.

   B. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.

   C. Applicant agrees that it shall endeavor to complete the Project within 12 months

from the date of execution of this Grant. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.

D. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within five (5) business days of receipt. If the Authority does not respond within the five (5) day period, then the Applicant may proceed as if the Authority had no comments or objections.

E. The Applicant will submit monthly Project status reports to Authority's Contract Representative and Monitor by the fifteenth (15th) of the subsequent month. The reports will include, but will not be limited to, a summary of the work accomplished, problems encountered, percentage of completion and other information as deemed appropriate by Authority's Contract Representative and Monitor.

7. Funding

The Authority shall disburse Grant funds in the amount of $16,000.00 as follows:

A. Upon approval of final project schedule, the Authority shall disburse a check equal to 50% of the total grant award.

B. Upon contractor mobilization, the Authority shall disburse a check equal to 25% of the total grant award within 10 days of written request by the Applicant.

C. Upon completion of the project, remaining grant funds shall be disbursed within 10 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant.

A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant.

B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state.

In its application, Applicant provided a plan for maintaining the property consistent with the intent of this Grant and the Applicant will faithfully execute that plan.

C. The rights and duties arising under this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant for the duration of this Grant. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant.

11. Insurance

A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., each party acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.

B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.

C. When requested, each party shall provide to the other, an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

D. Compliance with the foregoing requirements shall not relieve either party of its liability and other obligations under this grant.

E. The Applicant agrees to include no less than the above-stated insurance requirements as to type of coverage and dollar amount so as to meet the minimum requirements set forth above in all contracts related to the construction, use, or maintenance of the

A. Project and the Property, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property unless this requirement is expressly waived in writing by the County's Contract Representative and Monitor with the approval of County's Department of Risk Management.

12. Public Entity Crimes

Each party shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant confers no rights on anyone other than the Authority or the Applicant and is not otherwise intended to be a third party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant or by law upon the Authority.

14. Termination

A. In the event the Applicant fails to comply with any provision of this Grant, the Authority may exercise any and all rights available to it, including termination of this Grant. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant. If the Authority terminates this Grant for the Applicant's failure to cure under this provision, the Authority may require the Applicant to pay to the Authority the Grant funds that were provided by the Authority for the Project.

B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such

delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant for its convenience, the Applicant will be relieved of any obligation it might otherwise have to pay to the Authority the sum of money set forth in paragraph 14.A above. The Applicant affirms that the benefits promised to it under this Grant are adequate consideration to support not only its duties and obligations under this Grant, but also support the Authority's right to terminate this Grant for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant for convenience.

C. Upon termination of this Grant as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this grant are expressly limited to those contained in this Grant. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. No Liability or Waiver of Sovereign Immunity

Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained in this Grant shall act or constitute a waiver of either party's sovereign immunity in excess of that waived by the Legislature in Section 786.28, F.S.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

A. This Grant shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.

B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant as set forth herein are limited solely to those in this Grant.

C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant.

D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant.

19. Enforcement Costs

To the extent that enforcement of the Grant becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

John Archambo, Director
Customer Relations
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Lori LaVerriere, City Manager
City of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL 33435

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant which are of a continuing nature or impose obligations which extends beyond the term of this Grant shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and City of Boynton Beach have hereunto set their hands the day and year above written.

Witness:

1. _____

2. _____

Approved as to Legal Form and Sufficiency

By: _____
Howard J. Falcon III
General Counsel to the Authority

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

By: _____
Mark Hammond
Executive Director

Attest:

By: _____
Judith A. Pyle, CMC,
City Clerk

Approved as to Legal Form and Sufficiency

By: _____
James A. Cherof, Esquire
City Attorney

(SEAL)

CITY OF BOYNTON BEACH, FLORIDA

By: _____
Steven B. Grant
Mayor

Approved by the Solid Waste Authority Board on February 28, 2018, Item 9.D.1
Approved by the City of Boynton Beach on _____, Item _____

RESOLUTION NO. R17-106

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AND APPLY FOR A GRANT FROM THE SOLID WASTE AUTHORITY FOR A ROLLING GREEN GATE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5 the Solid Waste Authority released a Blighted and Distressed Property Clean-up and Beautification Grant Application; and

WHEREAS, the grant is intended to assist in the clean-up and beautification of distressed, blighted or otherwise impacted properties; and

WHEREAS, the grant is offered as an incentive to improve the quality of the life and provide a safer, healthier and more aesthetically pleasing environment for the residents; and

WHEREAS, the Public Works Department project eligible for the grant consists of installing an industrial gate on the Rolling Green Dumpster site which will make the site more secure and prevent fly dumping, graffiti and theft of City owned trash cans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission approves and authorizes the City Manager to sign and apply for a grant from the Solid Waste Authority for a Rolling Green Gate Project.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 7th day of November, 2017.

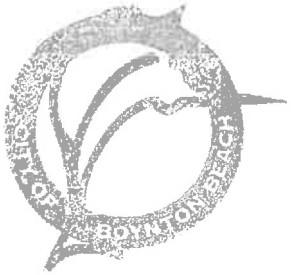
CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Justin Katz	✓	
Commissioner – Mack McCray	✓	
Commissioner – Christina L. Romelus	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)



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Example of Gate proposed to be
installed at Rolling Green site

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-057 - Authorize the City Manager to execute application for a grant from the Palm Beach County Transportation Planning Authority's Local Initiative Program for Improvements to Boynton Beach Boulevard between NW 3rd Street and US 1/Federal Highway.

EXPLANATION OF REQUEST:
The Palm Beach Transportation Planning Agency (TPA) created and adopted the Long Range Transportation Plan (LRTP) that sets the framework for a balanced and forward thinking transportation system. The adopted LRTP allocates a portion of Federal Surface Transportation Program funds to advance lower-cost, non-regionally significant transportation projects identified by our communities. The Local Initiatives (LI) program is an annual competitive grant application process where municipalities submit applications to the TPA who then evaluates, ranks, and funds the most worthy projects. Funded projects are either implemented by the applicant and funded through a grant reimbursement agreement with the Florida Department of Transportation (FDOT) or they are implemented by FDOT.

The LI Grant is intended to reward communities that plan ahead and to fund future projects. For instance, a grant awarded to Boynton Beach in 2018 would reimbursed for the design in three years (2021) and for construction in five years (2023).
This year the Boynton Beach CRA has completed a 50% design for improvements to Boynton Beach Boulevard between NW 3rd Street and US 1/Federal Highway. The improvements are completely with the Florida Department of Transportation's right-of-way and include:

- Reducing the width of the travel lanes from 12 feet to 10 feet wide,
- Adding 4' designated bike lanes, and
- Constructing 9' sidewalks on both sides of the road.

Based upon the construction estimate in this year's dollars, the City would be eligible use this project and apply for funding in an amount $2,402,441.16 from the TPA Local Initiative Program. If the TPA funds this Project, the City of Boynton Beach must agree to appropriate such funds as may be necessary to complete the design in year 2021 and construct and manage the Project in year 2023.
After construction of the Project, the City of Boynton Beach / CRA agrees to appropriate such funds as may be necessary for the continued operation and maintenance of the Project's sidewalks.
The timing of construction, as required by the grant, in year 2023 allows the City time to complete Town Square and for the completion of the private developments of the Villages of East Ocean and Ocean One.
The added benefit to the City, in addition to the reimbursement, would be that the construction traffic, from redevelopment in the downtown, would not prematurely age the Boynton Beach Boulevard improvements.

Attached please find a copy of the application, a resolution that excludes the Exhibit A (not available in time for this meeting), and a copy of the TPA Local Initiative overview.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Non-budgeted This project would require $100,000 for design in year 2021 and $2,402,441.16 in year 2023

ALTERNATIVES:
The City could ignore this grant and then the City could schedule and budget the work at its convenience.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving application for TPA Grant
Attachment	TPA's Local Initiatives Program Overview

RESOLUTION NO. R18-_____

RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE PURSUANT TO THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) LOCAL INITIATIVES PROGRAM FOR FUNDING FOR A PROPOSED TRANSPORTATION PROJECT; AGREEING TO FUND THE LOCAL SHARE OF PROJECT DELIVERY AND THE ONGOING MAINTENANCE AND OPERATIONS EXPENSES ASSOCIATED WITH THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach is eligible to apply for funding in an amount not to exceed $3.5 Million from the TPA Local Initiative Program; and

WHEREAS, the City of Boynton Beach desires to make improvements to Boynton Beach Boulevard between NW 3rd Street and US 1/Federal Highway, to accomplish the Boynton Beach Boulevard Complete Street Improvements project (the Project), that includes reducing the width of the travel lanes, adding 4' designated bike lanes, and constructing 9' sidewalks on both sides of the road; and

WHERAS, the Project will be constructed completely within right-of-way owned by the FLORIDA DEPARTMENT OF TRANSPORTATION; and

WHEREAS, the owner of the right-of-way has indicated formal written support for the project as documented in Exhibit A; and

WHEREAS, If the Project is funded by the TPA, the CITY OF BOYNTON BEACH agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the project, and to be reimbursed for eligible construction costs associated with the Project in an amount not to exceed $2,402,441.16; and

WHEREAS, If the Project is funded by the TPA, the City of Boynton Beach desires that the Florida Department of Transportation manage the design and construction of the project with an anticipated project cost of $2,402,441.16; and

WHEREAS, after construction of the Project, the City of Boynton Beach agrees to appropriate such funds as may be necessary for the continued operation and maintenance of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby directs and authorizes the City Manager to submit an application for the Local Initiatives Program to the TPA for the funding of the Project.

Section 3. The City Commission agrees to appropriate such funds as may be necessary to design the Project, to manage the construction of the project, and to support the continued operation and maintenance of the Project

Section 4. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____

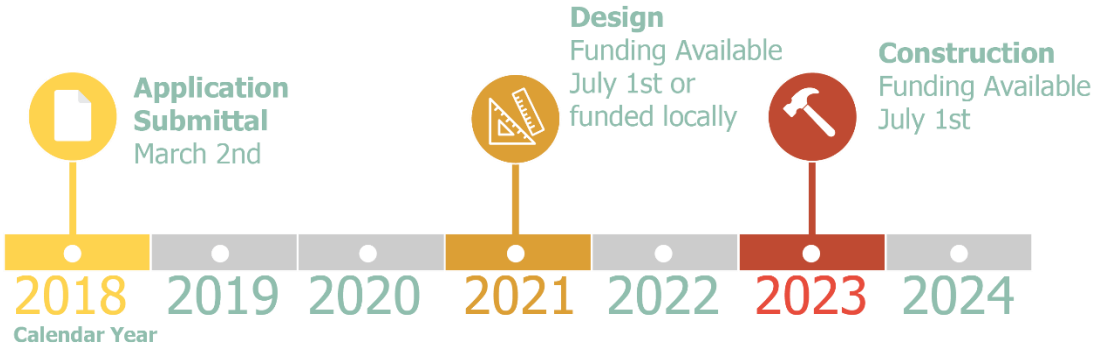
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

2018 Local Initiatives (LI) Program Overview

Palm Beach Transportation Planning Agency

The purpose of the Palm Beach Transportation Planning Agency's (TPA) Local Initiative (LI) Program is to help advance lower-cost, non-regionally significant transportation projects identified by our communities. Funding is available by Fiscal Year, starting July 1st of the previous calendar year.



FUNDING AVAILABILITY

Application Deadline:	March 2, 2018
Total Available Funding:	~$20M/year
Grant Reimbursement Maximum:	$5,000,000
Grant Reimbursement Minimum:	$250,000

PROJECT ELIGIBILITY *Eligible projects are as follows:*

Complete Street projects – including:

Lane Narrowing	Transit Infrastructure	Turn Lanes
Lane Elimination	Intelligent Transportation Systems (ITS)	Traffic Signals
Bicycle Facilities	Median Modifications	Striping and Marking
Pedestrian Facilities	Signing and lighting	

Transit capital – Vehicle purchase and shelter construction. Can also pay up to 50% of a 3-year turn-key contract for new transit service (e.g. trolley service).

Non-motorized infrastructure - Separated, buffered or designated bike lanes, sidewalks, shared-use paths, and pedestrian lighting.

Freight efficiency - Airport or seaport off-site road capacity improvements, railway capacity improvements, truck movement improvements.

ELIGIBLE PROJECT SPONSORS

- Municipalities
- County
- State
- Federal agencies
- Transit agencies
- Tribal governments

PROGRAM GUIDELINES

- An applicant may submit a maximum of two (2) applications but only the highest ranking eligible project application will be included in the draft priority list. For the purpose of these guidelines, Palm Beach County may submit a maximum of six (6) applications total. If funding permits, a second round of projects may be added to the priority list.
- An application must score a minimum of 25 out of 100 points in order to be eligible for Board approval on the Project Priority List.
- Applications are limited to a minimum request of $250K and maximum funding amount of $5M, inclusive of all project phases.
- Applications must be submitted online via the TPA website.
- Applications to be submitted, reviewed and processed pursuant to the schedule.
- Applications must include all required documents listed in the Submittal Checklist.
- Applications will be scored and ranked via the scoring system derived from the goals, objectives and values in the Directions 2040 LRTP and described more specifically in the Scoring Criteria table.
- The TPA Board makes the final decision regarding inclusion of an application on the TPA Priority Projects List and may waive any of the above requirements.

SCHEDULE

Date	Activity and Deadline
December 15, 2017	**Program Kick-off.** PBTPA approves program. Staff distributes the procedure and application process information to Palm Beach agencies and posts to website.
December 19, 2017	**Joint Applicant Workshop.** FDOT and TPA staff to review application requirements, scoring criteria, and schedule and project implementation options.
December 19, 2017 thru February 23, 2018	**TPA and/or FDOT Staff Consultation.** Applicants are encouraged to schedule an appointment to speak with TPA and FDOT representatives to discuss project specifics and clarify application requirements. **Project Reviews by Applicant.** Prior to application submittal, project applicants are encouraged to have qualified staff conduct field reviews to ensure that potential projects are "constructible" and require no right-of way acquisition.
March 2, 2018	**Applications Due to TPA.** Completed applications to be submitted by project applicants via TPA website.
March 3 – March 16, 2018	**TPA Application Screening.** TPA staff will screen applications for completeness and then determine a pre-eligibility ranking for those projects that appear to be eligible and "constructible".
March 19, 2018	**TPA Submits Project List and Tentative Ranking to FDOT.** TPAs submit applications and a summary list of candidate projects with tentative project rankings to the Program Management Office for project feasibility assessment and eligibility determination.
March 29 – April 13, 2018	**Applicant Presentations TPA Staff.** TPA staff will provide feedback and clarify project intent.
May 1, 2018	**Resolution of Support Due to TPA.** Project sponsors must submit their resolution to commit to funding of operations and maintenance of the project.
May 25, 2018	**FDOT D4 returns Eligibility Determinations.** TPA shares eligibility issues with applicants and creates draft priority ranking for eligible projects.
May 29 – July 2, 2018	**Applicants to Resolve Outstanding Eligibility Issues.**
July 11-12, 2018	**Draft Priority List to Committees.** Committees will be given opportunity to review draft priority ranking and provide input for TPA Board consideration.
July 19, 2018	**Final Priority List to TPA Board.** TPA Board approves final Priority Project List.
August 1, 2018	**Submit Project Priorities to FDOT.** The TPA submits an adopted list of finalized priority projects to the FDOT D4 Program Management Office and notifies sponsors of final priority rankings.

SCORING CRITERIA *Highest Possible* score *is 100*

LRTP Value	LRTP Category	Criteria	Value	Scoring	Max
1 & 6	Safety, Security & Complete Streets	Project improves non-motorized safety by providing:	*separated bicycle lanes -4 *buffered bike lanes - 4 *10'+ shared-use pathways - 3 *designated bike lanes - 2	8 8 6 4	8
			*new sidewalks - 1	2	2
		Project improves safety and/or convenience for non-motorized users (i.e. provide safe access to daily needs for non-drivers, including children, older adults, and individuals with disabilities)		5	5
		Project improves performance of hurricane evacuation route		3	5
		Project mitigates impacts of sea level rise		2	
2	Maintenance	Project improves infrastructure in unacceptable condition with widespread advanced signs of deterioration; potential imminent failure		10	10
		Project improves infrastructure in poor condition and mostly below standard, approaching the end of its service life, exhibiting significant deterioration and of strong risk of failure		7	
3	TSM&O / TDM	Non-capacity project implements TSM strategies Non-capacity project implements TDM strategies		7 3	10
		Capacity project improves congested Thoroughfare intersection(s) Capacity project expands fiber optic traffic signal network Capacity project expands CCTV camera coverage area on principal arterials		5 3 2	
4	Maximize TPA Funds	Local Implementation via Local Area Participation(LAP) Agreement or FTA Flex FDOT Implementation on State Highway System with Local Funding for design FDOT Implementation with Local Funding for design		5 3 1	5
		Applicant cancels a previously prioritized and funded project within the past 12 months		-5	
5	Equity	Median Household income within 1 mile of project vs PBC median income ($53,363)	< 60% 60 - <80% 80% - <100%	10 7 3	10
		Traditionally underserved population percentage within 1 mile of project (includes minority, limited English speaking, disability, transit dependent, seniors)	>80% >60 - 80% >40% -60% >20% - 40% 5-20%	5 4 3 2 1	5
7a	Local Support	Project is endorsed by members of benefit area (HOA, POA, petition, etc.)		5	10
7b	Environmental	Project will have positive environmental impacts (i.e. mitigation activity, pollution prevention & abatement, stormwater management, etc.)		5	
8	Regional Freight	Project improves capacity on congested SIS facility/connector or non-SIS truck route	v/c > 1.2 v/c > 1.1 v/c > 1	5 3 1	5
		Project improves efficient movement of freight in region		5	5
9	Non-motorized Connectors	Project improves non-motorized facilities at an interchange, bridge, or railroad crossing		6	10
		Project improves non-motorized connectivity by providing a direct link to facilities on PBC Thoroughfare Map within 2 miles of a transit hub		4	
10	Efficient Transit	Project improves service at a transit hub		6	10
		Project reduces transit travel time		4	
					100

*Multiply length (up to 2 miles) by factor shown in value column

HOW TO APPLY

1. **Attend the TPA Funding Programs Workshop – December 17, 2017 (Tentative)**
   Learn about project eligibility, Local Agency Program Certification, and have your specific questions answered by FDOT and TPA Staff.

2. **Gather the required documents**
   Each project submittal requires an application, online form, and supporting documents. Missing or late documents may prohibit a project from being eligible. Ensure you have all the required documents on the Submittal Checklist, provided below.

3. **Submit an application and online form**
   The application process requires the submittal of the application document with associated attachments and an online form. The website provides a link for uploading your documents. http://www.PalmBeachTPA.org/li

4. **Stay Updated**
   Check for updates on Project Evaluation, Prioritization, and Award Approval. The Schedule provides important deadlines.

SUBMITTAL CHECKLIST

Please use the following checklist to ensure you are including all documents required to be submitted with your application:

- ☐ Application
- ☐ Location Map (Aerial)
- ☐ Typical Section (Existing and Proposed)
- ☐ Right-of-Way Ownership Verification (Plats, deeds, prescriptions, certified surveys and/or easements)
- ☐ Resolution of support from the facility owner(s) clearly indicating that the project may be constructed as proposed and committing to fund ongoing operations and maintenance of the project – due within 60 days of application due date (May 1, 2018). Resolutions for projects to be administered by FDOT must also include language clearly stating the project "may be administered and constructed by FDOT on behalf of the (ROW owner)."
- ☐ Detailed Cost Estimate Spreadsheet (prepared and signed by a Professional Engineer from the Agency's Engineering Office)
- ☐ Photograph of project location before construction

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Approve the minutes from the Special Joint City Commission and Community Redevelopment Agency Board meeting held on March 13, 2018

EXPLANATION OF REQUEST:
The Special Joint City Commission and Community Redevelopment Agency Board that met on March 13, 2018 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	Joint Mtg 03-13-18

MINUTES OF THE SPECIAL JOINT CITY COMMISSION AND COMMUNINTY REDEVELOPMENT AGENCY MEETING HELD ON TUESDAY MARCH 13, 2018, AT 4:00 P.M. IN LIBRARY PROGRAM ROOM, 208 S. SEACREST BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Joe Casello, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

CITY COMMISSION MEETING

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 4:01 p.m.

Invocation

Commissioner McCray gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner McCray

Roll Call

Judith A. Pyle, City Clerk, called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

Mayor Grant asked for a motion to approve the agenda.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Colin Groff, **Assistant City Manager**, provided an overview of Town Square phase II project. The proposed site was 16.5 acres plus 5.5 acre at the High Ridge property. The project is a public/private partnership between the City of Boynton Beach and E2L Real Estate Solutions, LLC and includes the renovation of a historic Boynton Beach High School into a cultural center, residential and retail spaces, a hotel, public spaces, a garage, Fire Station and a new City Hall. The Schoolhouse Museum and Children's Learning Center will remain. Mr. Groff explained Phase I, was approved by the Boynton Beach City Commission on June 12, 2017, which includes interior and roof rehabilitation of the vacant historic Boynton Beach High School. The site will include full underground utilities, telecommunication infrastructure, new roadways, hardscape, landscape, lighting, and pedestrian access. The total cost was approximately $15M. The historic High School was being retro fitted into the Boynton Beach Cultural Center. The building square footage is estimated to be 28,402. The estimated cost associated with the cultural center was $11M. City Hall /Library will have a combined square footage of 110,000, with half Library and City functions on the first floor, the second floor Library, City Operations on the third Floor and the Fourth Floor will have City Executives and Administrative services an estimated cost of $26.9M. Fire Station #1 will have a square footage of 11,235, with 3 bays, the estimated cost of $4.8M. The Police Station located at the High Ridge site will have a square footage of 58,234 at an estimated cost of $19.2M.

Mr. Groff stated the City will supply central energy to the new Town Square and new buildings. This was being set up as a utility; this would be paid for by rates. The District Energy Plant was a 2,700 ton plant. He indicated this was a green friendly plan with an estimated cost $11.5M.

He explained the parking garages would be a shared with the private developer. The south garage will have 364 City parking spaces; the north garage will have 101 City parking spaces, with an estimated cost of $10.3M.

Mr. Groff stated the current completion dates for the construction are: Mobilization July, 2018, Demolition, High School renovation completed December 2018. District Energy Plan February 2019, Garage B South July 2019, Garage A North October 2019, Fire Station #1 July 2019, City Hall/Library September 2019, Police December 2019, south block residential February 2020, hotel and parking April 2020, north block residential and commercial April 2020, Ocean Avenue residential and commercial area December 2020.

Commissioner McCray requested the square feet of the current City of Boynton Beach Library. Mr. Groff replied the current total was 58,000 square feet. The new Library would have approximately 47,000 square feet.
Commissioner McCray stated the library was going to be 10,000 square feet less then what they currently have available.

Commissioner McCray inquired about the parking spaces in the garage. How much is the parking garage costing the developer?

Mr. Groff responded there were two parking garages with more than 1900 spaces; the City has approximately 465 spaces. Mr. Groff stated the cost of the garage was $30M to the developer.

Commissioner Casello asked how many bays were being allotted for the fire station. Mr. Groff responded there were currently 3 bays in the design.

Commissioner Casello asked if this was enough to take the City of Boynton Beach into the 21st century. Mr. Groff responded he had spoken with the Fire Chief regarding the bays; this was what was needed for the next 100 years.

Commissioner Casello asked if the building would be built to a Category 5 storm. Mr. Groff replied everything was being designed to 175 miles per hour winds, which is a Category 4 storm. He explained this does not mean it could not stand up to a Category 5 storm.

Commissioner Casello asked if Fire Station 5 was a category 5. Mr. Groff responded it was designed for a Category 5.

Commissioner Casello inquired why they would design the downtown town area at a Category 4. Mr. Groff replied staff looked at the cost to make the building a Category 5. He explained if the City had a major storm everyone would be evacuated east of I-95.

Mr. Groff indicated Fire Station #5 was the Emergency Operations center. Stated he would have staff calculate the numbers to build for a Category 5 building.

Commissioner Casello stated Mr. Groff has failed to mention fuel cells when speaking about the Chilled Water Plant.

Mr. Groff stated this was older technology and reliable technology. He explained right now it is based on the chilled water; the fuel cells would create hot water. If the City decides to use fuel cells they could move hot water to these buildings as well.

Commissioner McCray since the Fire Department was a Category 5; he asked if the Police Department will have the same designation.

Mr. Groff indicated this was being designed to 175 wind miles. This was classified a category 4 hurricane.
Mayor Grant stated he needed to correct Mr. Groff, 150 winds was a Category 5 hurricane

Mr. Groff stated the City was designing to a Category 4 hurricane wind load. He stated staff can bring numbers back to the Commission regarding the cost to design a Category 5 versus a Category 4.

Mayor Grant explained how hurricanes were measured. He indicated a category 4 should be fine. Mayor Grant stated he was concerned that the City of Boynton Beach has some large buildings; asked if these building could be used to house the City residents who are unable to leave.

Mr. Groff responded that was a policy decision. All buildings are designed with lifesaving equipment and generators.

Commissioner McCray requested the cost of a Category 5 brought back to the Commission for the Police Department on High Ridge Road.

Tim Howard, Assistant City Manager and Finance Director, provided a summary of other costs for the City Hall/Library, building demolitions, site infrastructure, police building, fire station #1, Bond/CFP costs, Developer Costs, Land Lease Payment, and contingency. The Bond Issue needed to be in the amount of $76,117,844.

Mr. Howard stated the total cost would be $118.3M for the Town Square project.

Commissioner Casello noted there was a discussion regarding the possibility of leasing furniture. Mr. Howard indicated $3M has been allocated to purchase or lease furniture.

Mr. Howard stated the CFP will issue a bond not to exceed $78M, the issuance would be June or July 2018, pending the approval and the final maturity would be June or July 2044. This date coincides with the Sunset Date set by the CRA. Based on the maximum amount of bond, the City annual lease payment to CFP will be $4.4M - $5.1M for the next 25 years.

Commissioner McCray inquired as to the total bond debt service for the City.

Mr. Howard responded the City has a Public Service tax debt outstanding lease payment of $2.2M which will be paid off 2026/27.

Michael Simon, Executive Director CRA, indicated the current debt service expires in 2026/27 and the current payment per year was $2.3M.

Commissioner McCray said after 2026 the debt service would be retired, and the CRA will be able to pick up the $4M.
The $3M was for the site utilities and the cost of the District Energy plant of $10.4M. The City will issue a Utility Bond. The Boynton Beach Utilities Capital Improvement Project budget includes funding to upgrade and replace existing utilities within the Town Square boundaries. The City will establish a District Energy Utility to construct and maintain a chilled water plant to supply chilled water for air conditioning for new structures along with other private development in the area. A utility loan will be used for financing and repairs through rates. As other areas in the City redevelop, the City will have the opportunity to expand the new utility. Mr. Howard explained this will not come out of the General Fund or the CRA funding.

Commissioner McCray inquired as to the anticipated revenue from user fees.

Mr. Groff replied staff has a financial model for the debt service payment. The City would be able to offer the rates about 5% less than what consumers currently pay for electric. The overall numbers per year was not available. Mr. Groff stated the fees cover everything, plus a little more coming back to the City.

Commissioner McCray stated he wanted to know the income. He needs those figures. He wants to make sure what he was voting on.

Mayor Grant stated most of this was for the Town Square project. Inquired as to what percentage of the new District Energy plant would be used by Town Square.

Mr. Groff indicated right now the City was designing a 2700 ton plant, for the government buildings and would be about 1/3.

Mayor Grant asked if Town Square would be able to fund the District Energy Plant. Mr. Groff replied the financial models are based on the 16.5 acres only.

Mayor Grant asked when the final residential and commercial buildings are completed if the City would be in the black.

Mr. Groff stated the City will build in phases. As an example the Villages of Boynton Beach has approached the City regarding connecting to the Chilled Water Plant. The City will only build as we need, so that the plant will pay for itself.

Mayor Grant asked if the Plant would be able to expand in the future. Mr. Groff confirmed.

Mr. Howard stated there was an item on the agenda to enter into an agreement with a consultant to pursue New Market Tax Credits. He explained this was a Federal program. They are estimating the City would be getting $2.5M worth of federal money, which would offset costs. In addition to the new market tax credits, there are leverage loans. The City was looking at pursuing one of those loans. The Old High School was not eligible for non-tax exempt bonds. The City of Boynton Beach needed to find funding to pay for this project. There are no prepayment penalties. In the City CIP for next year, there were a number of projects that were earmarked to be done. He suggested using the $3M from the surtax funds for the High School as well as $1.6M from the CRA. Mr. Howard stated part of the funding from the CRA the City was estimating a bond for about $84M, the maximum bond $78M the City would issue. He indicated there could be some funds available to pay off the high school by 2019

Commissioner McCray asked if using the surtax funds, would impede on the sidewalks and paving the City has slated to be repaired.

Mr. Howard stated the City currently has $2M programed for pavements. It would leave about $1.5M for next year.

Commissioner McCray indicated he does not see any movement. He asked if minority companies are being brought in.

Mr. Howard said the City was in the process of doing larger projects. There are bids for paving and painting. They needed to restructure those bids to encourage local participation. He stated this was taking longer than anticipated.

Mr. Howard continued regarding the parking spaces. He said instead of building the garages, staff decided to pay for the cost of the parking spaces within the garage, which cost comes to $10.2M. Mr. Howard explained the land where the garage sits has a value to the developer. The City would use that revenue to pay for the parking spaces.

Commissioner McCray asked how many years the City will pay for the parking spaces. Mr. Howard stated the City has a license agreement for 50 years.

Commissioner McCray asked if the City will pay a maintenance fee for 50 years, asked about the price for the maintenance for the parking spaces. Mr. Howard indicated that would be $190,000 per year. This was an operating cost.

Commissioner Casello asked how much was the City paying per space? Mr. Howard replied it would be $22,000 to $24,000 per space.

Commissioner Casello asked if the City Commission was going to charge for those spaces for public use. Mr. Groff advised that was a policy decision. Ms. LaVerriere stated no revenue was factored into the costs. Mr. Howard added cities which have a parking garages do not initially charge for the parking.

Mayor Grant questioned if the City would have the bottom floor spaces, so that it would be more convenient for residents and staff. He also asked if appraisals were used to determine the land value.
Mr. Groff stated staff used multiple appraisals from various years. This was a negotiated appraisal rate of $1.25M per acre.

Mayor Grant stated this was an average cost.

Mr. Howard continued to provide cost and funding information. There were estimated costs of $3M for the initial move to the temporary space, the temporary lease space, and the costs for the move from the temporary space. This was an estimated of $6.2M. Indicated part of the 16 acres includes land for a hotel. This portion would be sold to the developer at $1.75M. All contractors are required to pay permit fees on the public building, at an estimate of $1.5M.

Commissioner Romelus inquired if the City was we going to receive art fee funds. Mr. Howard responded yes, this was charged to all the projects.

Commissioner Casello said the temporary lease was based on a 24 month period; the City has not negotiated any leases. Mr. Howard indicated this was based on the estimated numbers which Mr. Groff has received from the Broker. Indicated nothing has been finalized as of yet.

Commissioner Casello asked where the City will get the additional money if it takes additional time.

Mr. Howard stated the leases would have an extension on the outside possibility an extension was needed; the cost will be in the general operating budget. Mr. Howard stated the leases are for three separate buildings. It would be very important to monitor the project.

Commissioner Casello asked if there were any benchmarks within the contracts. Mr. Groff stated there are benchmarks built in. The schedule right now was 18 months; we built in an extra 6 months.

Commissioner McCray indicated he believed 24 months was not enough time to build Town Square.

Mayor Grant said the City has everything in place right now. The potential funding number for the General Fund was an estimate. The City was spending more on City Hall and Police Department trying to repair than what the lease payments are going to be. The major concerns were the residents were going to a different place for City Hall. Mayor Grant said as we all know when you wait to do something; it was a good chance that it would not get done.

Commissioner McCray stated he must disagree with Mayor Grant. The City has money in the CIP budget. Commissioner McCray indicated when the Library was constructed he was told the Library should last 20 or 30 years. He indicated this was a tough pill to swallow. Commissioner McCray inquired when was the last time anything was repaired in City Hall or the Police Department. Mr. Howard responded he did not have an answer.

Mr. Groff stated he wanted to answer the question about the District Energy Plant. Over the 48-month period of startup, getting customer connected, the model shows revenue of $2.5M with an expenditure of $2.1M. It was about $400,000 additional funds at the reduced rate.

Commissioner Romelus asked for clarification about the time period. Mr. Groff stated that was about a 48 month period, it takes about 18 months. Commissioner Romelus indicated those first 3 years the City was not in red.

Mr. Groff stated there will be 18 months when the City was operating in the red, and then the next 18 months the City will be operating in the black.

Commissioner Romelus asked if the $190,000 was already budgeted within the future budget for the lease payment. Mr. Howard stated this was not budgeted. Once the parking garages come online, about 18 months, this would be within the next two fiscal years.

Commissioner Romelus asked if that money was already considered in the future budget.

Mr. Howard advised it would be in the next two fiscal years.

Mr. Groff provided an overview of the contracts. Indicated the City has contracted with 3 providers. CFP Boynton Beach Town Square, LLC. This company was responsible for the City Hall, Fire Station #1, Police Headquarters, Parks and Open Space, Utilities and Infrastructure and associated site and road work. E2L Real Estate Solutions, LLC responsible for the High School redevelopment, the District Energy Plant as well as the design and construction management services. JKM Development was responsible for the parking spaces of which 465 spaces were for City use. Payment was from the land sales proceeds.

Commissioner McCray asked who would be responsible within the City to oversee the contractors.

Mr. Groff stated the executive team will be responsible for contractor management. There would be a project team, made-up of a project manager, engineers, accountants and inspectors. There will be office space on site, making sure all the benchmarks are met on a daily basis

Commissioner McCray asked who was on the team.

Ms. LaVerriere stated CFP would have a project manager, the Master Developer E2L would provide a project manager, Mr. Groff would be on the team, Andrew Mack will be assisting with the construction, and the Billing Department will be involved from an inspection standpoint.

Mr. Groff indicated the City will be hiring some contract employees. He indicated Andrew Mack was moving to Public Works Director, he will be the lead. We have several people within the City of Boynton Beach who have the experience to manage these large projects.

Commissioner McCray asked since the City was spending CRA funds, could we have someone from the CRA on the team. Mr. Groff indicated this will be done, Michael Simon, Executive Director will be involved.

Commissioner Casello asked if the City could get Jeff Livergood to lead the team. Mr. Groff stated Mr. Livergood was leaving. Commissioner Casello asked if the City could entice him to remain

Commissioner Romelus asked if the City was exempt from paying the Art fee. Mr. Groff indicated the City must pay the fee as well.

Mr. Groff stated this was what staff was recommending for the City Commission tonight: Conduct a public hearing which acknowledges the issuance of a Capital Improvement Bond not to exceed $78.M.

Required Action by the CRA Board and City Commission: Approve an inter-local agreement between the CRA and City to fund certain portions of the Town Square Boynton Beach project. Phase 2 agreements with E2L Real Estates Solutions, LLC Redevelopment of the High School, and Construction of the District Energy System and design and construction management services. CFP Boynton Beach Town Square, LLC will provide the development of City Hall/Library, Fire Station #1, Police Headquarters Building, all open space, parks and associated site and road work.

Resolution R18-044, the Master Development Agreement, Ground Lease Agreement, Facilities Lease Agreement to approve as to form. The Atwater Infrastructure, Resolution 18-045 for the new markets tax credit consulting agreement, funding agreement for the High School Construction.

Lastly the private developer, JKM, Resolution R18-046, the purchase and sales agreements, parking license agreements, development agreements and an option agreement. He stated the lawyers will finalize the agreements.

Commissioner Casello asked as to the location of the Utility Plant. Mr. Groff indicated the Utility Plant was located within the Town Square project adjacent to the north garage.

Commissioner Casello said this was next to the Old High School. Mr. Groff stated this was the north side of the High School; it was built into the garage.

Mr. Groff stated this could change as the City of Boynton Beach gets into the final design. In the next 60 days all of that design work will occur if the Commission approves the project to move forward.

Ms. LaVerriere indicated the City was looking at some offsite properties potentially on 4th Street. Mr. Groff stated if the City could find an offsite parcel this would reduce the cost. He indicated staff wanted to do what was most cost effective.

Commissioner Romelus asked when the City factors in donors and sponsorship opportunities. Mr. Howard indicated that topic was not a guarantee. Staff will come back to the Commission with additional information. He stated until they began taking down buildings, we will be in a better place to market Town Square. The City would move forward with the New Market Credit and with either naming rights or sponsorships. The City will be at a better place to market once buildings are up.

Commissioner Romelus asked if the City factored in bike or ride sharing. Mr. Groff stated there are several drop offs for Uber and Lyft.

Commissioner Romelus asked if the drop offs were covered. Mr. Groff explained staff was trying to make sure the stops were covered.

Mayor Grant explained about the TEFRA hearing, Tax Equity and Fiscal Responsibility Act of 1982 is the common acronym used for a set of consolidated examination, processing, and judicial procedures which determine the tax treatment of partnership items at the partnership level for partnerships and limited liability companies (LLCs) that file as partnerships. The TEFRA is to allow interested persons an opportunity to comment on whether to issue the bonds to pay for the Town Square Project.

Attorney Cherof stated this was the public's opportunity to comment on the PowerPoint presentation. Mayor Grant stated this was for the entire Town Square project.

Mayor Grant opened up the topic to Public Audience.

Harry Woodward, 685 NE 15th Place, asked if the schedule being presented was the most likely schedule. Mr. Groff stated this was the schedule the contractors have presented to the City. This was the most likely schedule.

Mr. Woodward inquired if there was a place to look at the contractor's scope of work. Mr. Groff responded the City will create a website for the public to view.

Mr. Woodward asked how are change orders approved. Mr. Groff replied these are design/build contracts. The only change orders are ones which are initiated by the City Commission.

Susan Ross, Schoolhouse Children's Museum, asked if the Civic Center was going to be torn down at the same time as the other structures. Mr. Groff responded yes, all of the demolition will begin July 1, 2018.

Ms. Ross asked what will happen to the children who use the Library for tutoring and other afterschool functions. Asked if there was anything in place to accommodate those children. Mr. Groff explained the City was looking to lease the building across the street from City Hall. He stated AmeriCorps would be in that building as well. The children can walk safely to the building. Ms. Ross said as long as the children have a place to go.

Audrey Gerger, 331 NW 1st Street, indicated she has a historical house and asked for clarification. Mr. Groff explained all the areas on the maps. Commissioner Romelus inquired would other developments be part of the District Energy Plant. Mr. Groff responded absolutely.

Barbara Ready 329 SW 13 Ave, questioned what will happen to the construction debris.

Mr. Groff stated that it was much cheaper to recycle the construction debris than to take it to the landfill.

Commissioner Romelus inquired as to whose job it would be to maintain a clean site. Mr.Groff noted each contractor would be responsible. Commissioner Romelus expected to see continuous oversight. Mr. Groff stated the City just finished the water plant, and the area was kept clear of debris.

Commissioner McCray asked about the construction workers parking. Mr. Groff indicated the team was working on the logistics of the construction workers parking. He stated this would be a phased in approach. The parks would be built last, because we need that area for parking and storage of supplies. It was a very tight site. The team will be there every day. Commissioner Casello inquired about the traffic the construction vehicles generate. Mr. Groff explained the City will coordinate the traffic flow issues.

Commissioner Casello questioned with the tight work schedule, what would be the working hours for the construction. Mr. Groff responded the City Ordinance states work can begin from 7:00 am - 6:00 pm.
Ms. LaVerriere stated the City has funding for the project from a public information standpoint. The City will have a website, there will be cameras on the property, and residents can see what was going on at the site. Mr. Groff indicated staff has information on the City website, Facebook, and twitter feeds every day.

Commissioner Romelus asked how much research has been done on the feasibility of a hotel.

Mark Hefferin, President, E2L Real Estate Solutions, stated there was a feasibility study conducted. He indicated the market demands are very high for this type of hotel. There was one other hotel planned in Boynton Beach. The issue was accommodating the hotel in the small space provided.

Commissioner McCray asked how many years has the City spoken about the Town Square Project.

Lori LaVerriere, City Manager, responded it has been more than 10 years. She needed to research the time frame.

Commissioner McCray said it has taken an enormous amount of time.

Allen Hendricks, 122 SE 4 Avenue, inquired if the building would be LEEDS certified. Mr. Groff responded the building would not be LEEDS certified. The buildings will have a Green Globe Certification. He explained Green Globe is a structured assessment of the sustainability performance. Mr. Groff indicated the Green Globe standard is recognized as the highest level of sustainability.

Mr. Hendricks indicated he would like to see some branded bus stops throughout the City. He believed it was easy to implement. In addition he wanted to know about the inspections for Town Square. Mr. Groff indicated every engineer and architect will review the plan to make sure the designs are correct to specifications.

Flynn Holland, 618 South Searcrest Boulevard, speculated with this heavy equipment on the roads there may be a possibility of the roads needing repairs. She indicated as seen on 500 Ocean all of the roads were damaged. Was there anything the City has in place regarding the roads?

Mayor Grant explained the CRA was looking to redevelop Boynton Beach Boulevard from I-95 to Federal Highway. The other roads are not owned by Boynton Beach, they are owned by the County.

Ms. Holland inquired as to the County contact.

Mr. Groff stated the City was asking the County to spend those funds which Boynton Beach has provided. The County needs to improve Seacrest Boulevard.
Susan Oyer, 140 SE 27th Way, asked who she should email on a Sunday when she sees debris in the roadway. Ms. LaVerriere offered her email. Mr. Groff stated once the project has begun; there would be a hotline number available to the residents.

Jerry Taylor, 1086 SW 26st Avenue, indicated he was a member of the Surtax Fund Committee. The responsibility of the Committee was to make sure the surtax funds are spent for infrastructure in the City. He was concerned staff was recommending $3M to be spent on the new Cultural Center. The Committee would need to look to see if the surtax money can be invested in a new project.
Ms. LaVerriere indicated staff was very comfortable that the expenditure for the Cultural Center fits into the confines of what surtax funds are allocated. She indicated this was a rehabilitation of an existing building.

Commissioner McCray stated the City has an Oversight Committee; he does not want to push the sidewalks or other needed repairs to the side in order to make Town Square work.

Commissioner Romelus indicated for clarification, speaking about Cultural Center, staff was speaking about the Old High School. Mr. Groff stated that was correct.

Commissioner Romelus asked how much of the affordable housing ordinance was being put into place.

John Markey, indicated they are going to exceed the minimum, they are anticipating 20 percent. They have design units which are a smaller type, that the price would make them affordable.

Commissioner Romelus inquired as to the cost of the rental units. Mr. Markey stated it would be approximately $1000 for the rental units.

Commissioner Romelus stated this would be for a studio or a 1 bedroom apartment.

Commissioner Romelus recalled it was $750 earlier. Mr. Markey indicated he could not hit that number. Steel was increasing as well as other construction costs.

Commissioner Romelus asked was that a number where we see in other areas. Was this number common? Mr. Markey responded they are setting the pace.

Mr. Markey stated his company has completed a study last year; it was about 90 pages and was proprietary, but was provided to the City of Boynton Beach.

Mayor Grant asked for a motion to recess the City Commission meeting.

Motion

Commissioner McCray moved to recess. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed

City Commission recessed at 5:29 p.m.

COMMUNITY REDEVELOPMENT AGENCY SPECIAL MEETING

Chair Grant called the Community Redeveloped Agency special meeting to order at 5:30 p.m.

Roll Call

Judith A. Pyle, City Clerk, called the roll. A quorum was present.

Agenda Approval:

3. Additions, Deletions, Corrections

4. Adoption

Chair Grant requested a motion to approve agenda

Motion

Board Member Romelus moved to approve. Board Member McCray seconded the motion.

Vote

Agenda was approved.

Old business Agenda

A. Project Review and Action on the Phase II Agreement for Development of the Town Square Project

Michael Simon, CRA Executive Director, stated the City Commission approved the Town Square Project Phase I Services Agreement with the development team of E2L, LLC at their June 12, 2017 meeting (see Attachment I). The Phase I Services Agreement includes the development of an overall project site design, building designs for the new City Hall/Library, amphitheater area, and private sector redevelopment sites. The Phase I Agreement also includes the renovation of the historic High School being managed by Straticon, Inc. At their June 12, 2017 Special Meeting, the CRA Board approved an Interlocal Agreement (ILA) with the City of Boynton Beach to provide funding in the amount of $2,100,000 from their Fiscal Year 2016-2017 budget (see Attachment II). Under the current CRA approved budget for Fiscal Year 2017- 2018, with $1,500,000 used for the initial renovation phase of the High School and the balance of the funding reserved for Phase II of the Town Square project. At the CRA Board's Special Meeting held on December 5, 2017, the Board approved the First Addendum to the ILA to provide funding in the amount of $2,500,000 as part of the 2017-2018 Fiscal Year Budget to continue the renovation of the High School building as well as other eligible construction costs related to the Town Square project. Phase 1 Services as provided in the Town Square Agreement have been completed and all terms and conditions satisfied by the City of Boynton Beach and E2L, LLC. The City of Boynton Beach and the CRA must mutually approve going forward with Phase 2 of the Town Square Project as designed and financially structured. The CRA will be committing tax increment revenue funding annually for a time period intended to end in September 2044. The CRA's annual funding amount under the Phase 2 ILA will not exceed $3,700,000 and will be used for statutorily eligible expenses as identified in the Town Square Master Redevelopment Plan.

Chair Grant requested a motion to approve.

Motion

Vice Chair Katz moved to approve. Board Member Casello seconded the motion.

Board Member McCray requested discussion.

Board Member McCray stated the City has set aside $1.2M for the MLK Boulevard project. The residents in District II are not satisfied with what they have seen over the years. The residents are not happy with the progress. He was voting for this project, with the assumption the citizens will see more progress in District II when it comes to redevelopment.

Commissioner Romelus inquired if the Commission already allocated this $1.6M a few months ago.

Mr. Mike Simon, Executive Director, CRA, indicated he was providing a summary of what was remaining of the $4.6M which was previously obligated.

Attorney Tara Duhy, stated the prior ILA was for a single year, this ILA was a multi-year contract.

Vote

The motion unanimously passed.

Mayor Grant asked for a motion for recess of the CRA Special Meeting.

Motion

Board Member Romelus moved to recess the CRA meeting. Board Member McCray seconded the motion.

Vote

The motion unanimously passed.

Mayor Grant asked for a motion to resume City Commission meeting.

Motion

Commissioner McCray moved to resume the City Commission meeting. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed

CITY COMMISSION MEETING

Mayor Grant indicated the City will continue the Commission meeting with the TEFRA public hearing.

> **PUBLIC HEARING** to acknowledge appropriate advertising in accordance with Internal Revenue Code of 1986, as amended, Section 147(f) for the purposes of acknowledging the proposed issuance by Public Finance Authority of its Capital Improvement Revenue Bonds, Series 2018 in one or more taxable or tax-exempt series, in an amount not to exceed $78,000,000 and to conduct a public hearing as referenced in the advertising.

Attorney Cherof indicated he wanted to recognize Kate Strangle with Broad and Casell the Bond Counsel.

Kate Stangle, of Broad and Casell, **Orlando Florida**, indicated she was serving as bond counsel for the proposed issuance of the bonds. These bonds will be used to fund a portion of the Town Square project. The bonds will be issued for the City Hall, Library, Police Headquarters, Fire Station, various parks, open space enhancements, and the associated infrastructure. The proposal was to have these bonds issued on a tax exempt basis. She explained in order for that to occur, section 147C of Internal Revenue Code requires the bond counsel to obtain the City of Boynton Beach approval in the capacity as a host jurisdiction. The City must make a determination that the City feels it was appropriate for bonds to be issued on a tax exempt basis for this project which will be constructed in the City of Boynton Beach jurisdiction. For purposes of the Internal Revenue Code this item was limited to consideration and determination that this project was for tax exempt bonds being issued.

Ms. Stangle stated in order to make that determination, the Internal Revenue Code requires the City of Boynton Beach to conduct a public hearing, this hearing has been advertised and in accordance with all Internal Revenue requirements have been other requirements as set forth in the agenda package.

Ms. Strangle stated staff has provided a summary of the proposed bond transaction and this project. The City Commission should open up the hearing to the public for comments and any questions. Once questions have been answered the Commission can close the TEFRA hearing and move on into the agenda.

Ms. Strangle stated later this afternoon there was an item being presented for the City's consideration, a Proposed Authorized Resolution. The Resolution includes a finding; you will be making the necessary determination that you are approving the issuance of those bonds for purposes of section Internal Revenue Code 147c.

She explained the City would not be the borrower in this Bond transaction, the borrower will be the 501c (3) entity, which is CFP Boynton Beach Town Square LLC, the sole member of CFP is Community Facility Partners. They are a Minnesota nonprofit Corporation and a qualified tax exempt charitable organization under the section 501c (3) of the Internal Revenue Code. She wanted to state for the record this bond transaction will not constitute indebtedness or a pledge of the City's general credit or taxing power. The Bond would be secured by the City covenant which is included in the proposed authorizing resolution and the proposed form of the facility leases. The City of Boynton Beach is agreeing to budget and appropriate, on an annual basis, available non ad valorem revenue in amounts which are sufficient to make the rent payment under the facility lease form. The City of Boynton Beach was not pledging their ad valorem taxes, the City will make payment to CFP, and CFP Boynton Beach Town Square LLC, would assign those payments to the trustee for the bond transaction.

Mayor Grant opened Public Comments.

Susan Oyer, 140 SE 27th Way, asked for an explanation of who is CFP. She stated a nonprofit was very transparent. How does it qualify as a charity for a building construction?

Mark Hefferin E2I, replied he brought in the CFP because they have a long track record of doing this type of project. The project will finish with all assets being reverted back to the City. This organization was doing this for the tax exempt reason. Community Facility Partner, Owner Dan Nelson was an equal partner of Mr. Hefferin.

Cindy Falco-Decorrido, 316 NW 1st Avenue, asked if this was going to cost the residents any additional money.

Tim Howard, Assistant City Manager, stated the residents will not see a separate tax on the tax bill. He indicated there will not be a separate millage to pay this back. The funding mechanism to make the lease payment was the ILA which the CRA Board just approved for the multi-year period. The CRA would provide part of the funding. The additional funding would come out of the City General Fund. This would be included in the General fund for the next fiscal year and for future years.

Mayor Grant inquired if a motion was needed.
Ms. Strangle stated not at this time. The City can move on, when considering the authorizing resolution, which includes a finding, wherein the City was acknowledging it was appropriate to issue the bonds on a tax exempt basis.

Mayor Grant asked Ms. Strangle, in her professional opinion, if the City was working within the confines of the Tax Code.

Ms. Strangle responded yes, throughout this process, the council will be working on the bond documents. Before the transaction can close there will need to be an opinion of bond counsel, which addresses the tax exempt status and acknowledges the bond can be issued under a tax exempt basis.

Attorney Cherof indicated Mayor Grant needed to close the TEFRA.

Mayor Grant indicated the TEFRA was now formally closed.

Mr. Howard advised the Commissioner the authorizing Resolution was item F on the agenda.

B. **PROPOSED RESOLUTION NO R18-041** - Authorize the Mayor to sign an Inter-local Agreement with the Boynton Beach Community Redevelopment Agency for the funding for certain portions of the Town Square Project.

Attorney Cherof indicated this was the second half of the action by the Community Redevelopment Agency, which was the signing of the inter-local agreement.

Mayor Grant read the proposed resolution. Mayor Grant asked for a motion to approve.

Motion

Commissioner Casello moved to approved. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

C. **PROPOSED RESOLUTION NO. R18-042** - Amend the adopted FY 2017-2018 General Fund Budget from $89,752,645 to $93,253,628, an increase of $3,500,983.

Mayor Grant read Proposed Resolution R18-042. Mayor Grant asked for a motion to approve.

Motion

Commissioner Romelus moved to approved. Commissioner Casello seconded the motion.

Commissioner McCray asked why they have the $3.5M increase.

Mr. Howard indicated the Resolution being presented was similar to the one which passed last year. He stated there were cost associated with Phase 1 which the developer would incur, in the event the City did not go to phase 2, the City set aside $2.5M to $2.6M. The City was at a point to go into phase 2. The bonds were to be issued and bought would take 90-120 days on a fast track. The City options were to stop work on all design work, from 90-120 until the bond was issued, or determine a mechanism was to continue the design work, by agreeing with a Phase 2 agreement with E2L. In order to do so the developers needed to increase their line of credit, so their contractors could get paid. Their funding institution has required the City to do a budget amendment. The City appropriated out of the fund balance the contracted price to be paid for the work which has been done. When the bonds are issued the cost would be covered. The appropriation would not be needed any longer.
Mayor Grant asked where the $3.5M was coming from. Mr. Howard explained the $3.5M was coming out of the unreserved fund balance. And will be released by the end of the fiscal year.

Commissioner Casello asked once those bonds are issued, the $3.5M would go back into the reserve.

Mayor Grant asked if the City was still above the 10% in the General Fund once the debt has been paid.

Mr. Howard responded the City has 10% emergency reserve set aside. The City still has $5.3M after the last appropriation. The $3.5M would come out of the $5.3M

Vote

The motion unanimously passed.

D. **PROPOSED RESOLUTION NO. R18-043** - Authorize the Mayor to sign the Town Square Redevelopment Phase 2 Services Agreement with E2L Real Estate Solutions, LLC of Winter Park, FL.

Mayor Grant read Proposed Resolution R18-043. Mayor Grant asked for a motion to approve.

Motion

Commissioner Casello moved to approve. Commissioner Romelus seconded the motion.

Commissioner McCray asked if this was the one for the entire Town Square Project.

Attorney Cherof stated this covers the High School and the District Energy System and related activities.

Mr. Howard indicated item F would cover the Master Development agreement.

Vote

The motion unanimously passed.

E. **PROPOSED RESOLUTION NO. R18-044** - Authorize the Mayor to sign a Master Development Agreement with CFP Boynton Beach Town Square, LLC for the development of certain improvements within the Town Square Project and approval for the purposes of Section 147(F) of the Internal Revenue Code and general authorization to obtain permanent financing for the CFP improvements and providing for other related matters.

Mayor Grant read Proposed Resolution R18-044. Mayor Grant asked for a motion to approve.

Motion

Commissioner Casello moved to approve. Commissioner Romelus seconded the motion.

Commissioner McCray indicated he was in favor of the Police Department being moved to High Ridge Road. He was not in favor of the Library being torn down. He stated he wanted this to be a unanimous vote.

Mayor Grant thanked Commissioner McCray for his support.

Commissioner Casello indicated this Commission needed to look out for the entire City.

Commissioner McCray stated he votes for the entire City. He wanted to say the reason for the CRA was to get rid of the slum and blight. Although he represents District II, he votes for the betterment of the entire City. He stated District II feel as though MLK Boulevard was being neglected.

Attorney Cherof read from the resolution. Indicated the Commission motion would wrap up to item B. Attorney Cherof indicated there needs to be a motion to adopt R18-044.

Vote

The motion unanimously passed.

F. Motion to approve general terms of Ground Lease Agreement and Facilities Lease Agreement between the City and CFP subject to approval by City Attorney.

Attorney Cherof deferred to Attorney Donald J. Doody of Goren, Cherof, Doody & Ezrol, and P.A.

Donald J. Doody, of Goren Cherof, Doody & Ezrol, P.A., indicated this motion would allow the law office to continue to negotiate and finalize the terms of the ground/facility lease agreement which included the City Hall and Library. The operational components of this transaction would allow the City to lease the land to CFP, which would construct the project, pursuant to the Facility Lease agreement, then lease the completed projects back to the City.

Mayor Grant stated the good news was the City would own the land, and the improvements would be leased from CFP until the bonds are paid off, then the City would own those buildings as well.

Attorney Doody asked for the Commission to approve the general terms of both the agreement and allow additional time to finalize the agreement.

Commissioner Romelus asked if all the land would revert back to the City, other than the land being sold to the developer. Attorney Doody responded after the bonds are paid the land and buildings will revert back to the City of Boynton Beach.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed

G. **PROPOSED RESOLUTION NO. R18-045** - Authorize the Mayor to sign the New Markets Tax Credit (NMTC) Consulting agreement with Atwater Infrastructure Partners, LLC to provide consulting services in connection with the potential allocation of New Market Tax Credits to fund the redevelopment of the Old High School and related services.

Commissioner McCray wanted to know more about the tax credit and Mayor Grant asked for an explanation about the tax credit.

Commissioner Romelus stated this was free money given by the government. Mr. Groff responded that was correct.

Motion

Commissioner Romelus moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

H. **PROPOSED RESOLUTION R18-046** - Authorize the Mayor to sign the following agreements with JKM Developers/Blackrock or its successors and assigns, for (1) The sale and purchase of real property owned by the city, and (2) A Development Agreement for Multi-Family rental housing with associated parking facilities, and (3) a parking license to provide parking for city facilities; and (4) an option agreement City re-acquisition of real property, all in furtherance of development of the City's Town Square Project.

Mayor Grant read Proposed Resolution R18-046. Mayor Grant asked for a motion to approve.

Motion

Commissioner Casello moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed

3. ADJOURNMENT

Mayor Grant asked for a motion to adjourn the City Commission Meeting.

Motion

Commissioner Romelus moved to adjourn. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 6:10 p.m.

COMMUNITY REDEVOPLMENT AGENCY SPECIAL MEETING

Mayor Grant asked for a motion to continue the Community Redevelopment Agency Special meeting.

Motion

Board Member Casello moved to continue the CRA meeting. Board Member McCray seconded the motion.

Vote

The motion unanimously passed.

Chair Grant asked for a motion to adjourn the Community Redevelopment Agency special meeting.

Motion

Board Member McCray moved to adjourn. Vice Chair Katz seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 6:11 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Christina Romelus

_____
Commissioner – Justin Katz

_____
Commissioner – Mack McCray

_____
Commissioner - Joe Casello

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-058 - Approve an Agreement with Gulfstream Goodwill Industries, Inc. of West Palm Beach, FL for a Textile Recycling Franchise, RFP No. 009-1210-18/IT, for an initial three (3) year term. This is a revenue generating Agreement whereby Gulfstream Goodwill Industries, Inc. shall pay to the City a fixed monthly fee of $8,328.00, or $99,938.00 annually for the exclusive right to implement a Textile Recycling Program for City-Owned Properties (Option B of the RFP). The Agreement will begin upon full execution and end three years from that date with an option to renew for an additional three (3) year term, if deemed in the City's best interest. The renewal term will be brought back to City Commission for approval.

EXPLANATION OF REQUEST:
On March 12, 2018, the City opened and tabulated two (2) proposals to RFP #009-1210-18/IT for Textile Recycling Franchise.

The RFP allowed for vendors to propose on either or both of the following options:

Option A: Exclusive City-Wide Franchise Program; and/or
Option B: Exclusive City-Owned Property Franchise Program

FLSC, LLC dba Florida Textile Recycling Program proposed for both Option A & B;
Gulfstream Goodwill Industries, Inc. proposed for only option B.

A Selection Committee comprised of Andrew Mack, Director of Development; Mike Rumpf, Planning & Zoning Director; and Wally Majors, Director of Recreation & Parks, independently ranked the proposals based on evaluation criteria outlined in the RFP. In a publicly noticed evaluation meeting held on March 19, 2018, the Committee revealed and discussed their scoring. The scores were tabulated by Purchasing Services to arrive at the final score for each firm and the final overall ranking.

The Committee ranked the proposals as follows for Option B-Exclusive City-Owned Property Franchise Program:

Rank 1: Gulfstream Goodwill Industries, Inc.
Rank 2: FLSC, LLC dba Florida Textile Recycling Programs

The committee's recommendation is to award the Agreement to Gulfstream Goodwill Industries, Inc. as the highest-ranked qualified firm for **Option B – Exclusive Franchise for a textile recycling program set upon City-owned real property.** The Agreement includes the supply and maintenance of textile-oriented recycling collection/donation boxes that shall be set only upon city-owned real property locations approved by the City and the Franchisee.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this RFP was to award an exclusive Agreement for a textile-recycling program based on one of the following options:

A. Exclusive City-Wide Franchise Program; or
B. Exclusive City-Owned Property Franchise Program

Among the benefits of a textile-recycling program in the City is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the neediest members of the community and non-profits with clothing.

FISCAL IMPACT:
This is a revenue generating Agreement whereby the vendor shall pay to the City a fixed monthly fee of $8,328.00, or $99,938.00 annually, and an initial three-year amount of $299,814.00.

ALTERNATIVES:
Not accept the committees' rankings;
Select Option A-Exclusive City-Wide franchise program, with award to FLSC, LLC dba Florida Textile Recycling Program as only responder to the Option A.
Re-rank and approve commission ranking;
Request oral presentations to commission then rank; or
Not to award and issue a new Request for Proposal.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution Approving Agreement with Gulfstream Goodwill for Textile Recycling Franchise
Agreement	Agreement with Gulfstream Goodwill
Exhibit	Exhibit A - Gulfstream Agreement
Exhibit	Exhibit B - Gulfstream Agreement
Attachment	Notice of Intent to Award - Textile Recycling Franchise
Attachment	Tabulation of Responses - RFP - Textile Recycling Franchise
Attachment	Summary of Reviewers Scores
Attachment	Goodwill Submittal
Attachment	FLSC,LLC dba Florida Textile Proposal
Attachment	RFP - Textile Recycling Franchise
Attachment	Addendum No. 1 to RFP - Textile Recycling Franchise

RESOLUTION NO. R18-____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH GULFSTREAM GOODWILL INDUSTRIES, INC., OF WEST PALM BEACH, FLORIDA FOR A TEXTILE RECYCLING FRANCHISE, RFP NO. 009-1210-18/IT FOR AN INITIAL THREE (3) YEAR TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 12, 2018 the City opened and tabulated two (2) proposals in response to RFP No. 009-1210-18/IT for Textile Recycling Franchise; and

WHEREAS, the Selection Committee independently ranked the proposals based on evaluation criteria outlined in the RFP; and

WHEREAS, the Committee's recommendation is to award the Agreement to Gulfstream Goodwill Industries, Inc., as the highest-ranked qualified firm for Option B – Exclusive Franchise for a textile recycling program set upon City-owned real property; and

WHEREAS, the Agreement is a revenue generating Agreement whereby Gulfstream Goodwill Industries shall pay to the City a fixed monthly fee of $8,328.00 for the exclusive right to implement a Textile Recycling Program for City-Owned Properties (Option B of the RFP) for a period of three years from the date of execution with an option for an additional three (3) year renewal if deemed in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission approves and authorizes the City Manager to sign an Agreement with Gulfstream Goodwill Industries, Inc., of West Palm Beach, Florida for a Textile Recycling Franchise in response to RFP No. 009-1210-18/IT for an initial three (3) year term whereby Gulfstream Goodwill Industries shall pay to the City a fixed monthly fee of $8,328.00 for the exclusive right to implement a Textile Recycling Program for City-Owned Properties (Option B of the RFP) with an option for an additional three (3) year renewal if deemed in the City's best interest, a copy of the Agreement is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND GULFSTREAM GOODWILL INDUSTRIES, INC. FOR A TEXTILE RECYCLING FRANCHISE

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **Gulfstream Goodwill Industries, Inc.**, hereinafter referred to as "FRANCHISEE", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Firm is retained by the City to perform professional services in connection with the **RFP FOR TEXTILE RECYCLING FRANCHISE; RFP No.: 009-1210-18/IT.**

2. SCOPE OF SERVICES. Firm agrees to perform the services, identified in **Section II – Scope of Services** and attached hereto as Exhibit A. Option B-Exclusive City-Owned Property Franchise Program.

3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the Franchisee to proceed. Franchisee shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

4. TERM: This Agreement shall be for a period of three (3) years commencing on the date the Agreement is executed by the City. The City of Boynton Beach may extend the contract with the same terms and conditions for an additional three (3) year renewal term subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. COMPENSATION: The Franchisee shall pay to the City, in compliance with the pricing schedule attached hereto and incorporated herein (Exhibit B), according to the terms and specifications of the referenced RFP and proposal.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. Franchisee shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Franchisee shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Franchisee's own employees, or damage to property occasioned by a negligent act, omission or failure of the Franchisee.

9. INSURANCE. Successful Franchisee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurances:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during course of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with State Statutory limits, as may be amended from time to time, the "Workers' Compensation Law" of the State of Domicile, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Franchisee and the City agree that the Franchisee is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Franchisee nor any employee of Franchisee shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Franchisee, or any employee of Franchisee.

11. COVENANT AGAINST CONTINGENT FEES. The Franchisee warrants that he or she has not employed or retained any company or person, other than a *bona fide* employee working solely for the Franchisee, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Franchisee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Franchisee, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Franchisee shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Franchisee.

    b. In the event of the death of a member, partner or officer of the Franchisee, or any of its supervisory personnel assigned to the project, the surviving members of the Franchisee hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Franchisee and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to Franchisee shall be sent to the following address:

Marvin A. Tanck, President
Gulfstream Goodwill Industries,Inc
1715 Tiffany Drive East
West Palm Beach, FL 33407

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Franchisee and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Franchisee.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____ _____

Lori LaVerriere, City Manager Franchisee

Attest/Authenticated: _____

Title

_____ (Corporate Seal)

Judy Pyle, City Clerk

Approved as to Form: Attest/Authenticated:

_____ _____

James A. Cherof, City Attorney Secretary

EXHIBIT "A"

Section II – PURPOSE, BENEFITS AND SCOPE OF SERVICES REQUESTED

A. OPTION B – EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE PROGRAM – TEXTILE-ORIENTED RECYCLING COLLECTION AND DONATION BOX FRANCHISE PROGRAM

1. PURPOSE

The City of Boynton Beach (the "City"), a political subdivision of the State of Florida, located in Palm Beach County, is soliciting proposals for the purpose of textile recycling that will include:

A. Awarding an exclusive franchise for a textile recycling program based only on City-owned real property:

1. Includes the supply and maintenance by approved Franchisee of an agreed minimum / maximum number of such textile-oriented recycling collection/donation boxes on City-owned real property to be determined by the City and Franchisee at the commencement of this program.
2. Collection / Donation boxes to be set only upon City-owned real property locations approved by the City and the Franchisee.
3. Franchise fees shall be designated to be a flat fee monthly installment payment.

2. BENEFITS

Among the benefits of a textile recycling program in the City of Boynton Beach is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing

3. PAYMENTS

The qualified vendor(s) will submit a check for franchise fees in twelve (12) monthly installments by the 5th of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes on the City-owned real property locations as subject to exemptions herein.

4. DESCRIPTION AND LOCATION

The City's designated representative and the Franchisee will mutually agree upon approved City-wide locations for collection/donation boxes in the textile oriented recycling program. Currently, **the City has no affiliation with any textile-oriented recycling companies** and their collection/donation boxes as may be found at any City locations shall be subject to these Exclusive City-owned real property locations Franchise Agreement and the enforcement thereof through the City codes.

5. EXEMPTIONS

RESIDENTIAL

The Franchise program vendor or operator of this textile oriented recycling program will in no manner prohibit the private and/or multi-family residential community to donate clothing / textiles as they deem appropriate.

COMMERCIAL

This program shall not operate to restrict any commercial establishment as defined in section 403,7046 F.S., that generates source-separated recovered textile materials to sell or convey its recovered clothing / textile materials under this local government franchise, nor may the local government and/or this Franchise program operator restrict such a generator's right to sell or otherwise convey such recovered clothing / textile materials to any properly certified recovered materials dealer who has satisfied the City's code requirements.

CITY APPROVED NON-PROFIT'S HOLIDAY COLLECTIONS

The City of Boynton Beach and its Franchise program vendor or operator shall recognize and exempt non-profit holiday collection periods for up to seven days before and after any City-designated holiday period during which (IRS, State of Florida) registered charitable non-profit organizations approved by the City may be allowed to display and operate collection donation boxes (standard size, number, location) entirely at the City's discretion. The seasonal holidays for which this exemption does apply may include Thanksgiving Day, Christmas and other designated holidays to be determined.

SCHOOLS

This program will not be applied to properties owned and operated by the Palm Beach County School District.

HOUSES OF WORSHIP

This program will not be applied to properties owned and operated by houses of worship.

B. CONDITIONS

1. The successful proposer will:

A. Provide a plan to incorporate a textile recycling program along with public information and community outreach advertisements to be displayed on the City website and as may be feasible in other public contact sites (i.e. utility billing offices, town hall, etc.).

B. Provide new or "like new" textile-oriented recycling collection and donation boxes (include pictures of available models and logos with printing).

C. Ensure that the service and maintenance activities for the collection and donation boxes continuously meet all requirements of applicable City codes.

D. Disclose any additional ongoing franchise relationships that are under contract by the respondent textile recycling company.

2. CONTRACT TERM

The initial contract term shall be three (3) years. The contract may be renewed for an additional three (3) year term by mutual consent of both parties and the approval of the City of Boynton Beach's City Commission.

3. CANCELLATION

The City reserves the right to cancel this agreement with or without cause effective thirty (30) days from date of written notification. In the event that any of the provisions of the agreement are violated by the successful respondent, the City may serve written notice of its intent to immediately terminate the agreement. Upon termination of this agreement, the vendor will have ten (10) workdays to remove all equipment from the City's facilities.

4. EQUIPMENT TO BE FURNISHED

All textile-oriented collection and donation boxes furnished under this contract shall be state of the art. All costs for delivery, set-up, servicing, replacement and removal, if necessary, are to be borne by the successful respondent. All collection and donation boxes shall remain the property of the successful respondent. All collection and donation boxes and related equipment shall adhere to proper safety codes. Vendor shall bear the cost of building permits for structural upgrades where necessary, including but not limited to a level concrete base foundation and tie-downs as may be required for hurricane wind-related building code compliance. All collection and donation boxes shall be constructed to be weatherproof and resistant to rain and moisture.

EXHIBIT "B"

Price Proposal Form

The Scope of Services specifically notes the City of Boynton Beach is looking for a qualified firm to implement a textile recycling franchise utilizing either Option A, Option B, or both:

Gulfstream Goodwill Industries is proposing Option B:

Option B: an exclusive City owned property textile oriented recycling, collection and donation box franchise program. Respondents may submit for any or all of the options.

BENEFITS
Among the benefits of a textile recycling program in the City of Boynton Beach is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing.

PAYMENTS
The qualified vendor(s) will submit a check for franchise fees in twelve (12) monthly installments by the 5th of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes in the City as subject to exemptions herein.

Gulfstream Goodwill Industries pro forma based on the Scope of Services for the proposed ten sites ultimately identified and agreed upon would include an annual payment of $99,938.00 for the first 3 years. Monthly installments would be made by the 5'" day of the month.

Also, Gulfstream Goodwill Industries would provide an additional $500.00 in Goodwill Retail Store Vouchers for the City of Boynton Beach to distribute to community needs for the first year. For each of the following 2 years, Gulfstream Goodwill Industries would provide $1,000 in Goodwill Retail Store Vouchers for the City of Boynton Beach to distribute to community needs.

Further, the Scope of Services notes the Proposer will finish and install textile collection bins, as well as pick-up the donated materials, maintain the bins and surrounding area, divert textile from the garbage, which could increase regular curbside pick-up, and the responsibility for developing marketing and educational outreach programs for city residents and businesses to inform them of the textile recycling initiative encouraging them to participate.

Gulfstream Goodwill Industries is exceptionally and uniquely qualified to fulfill each of the goals and objectives of the City of Boynton Beach's Scope of Services. With 26 retail thrift stores and 50 donation sites over our 5 county jurisdiction, combined with 2 outlet centers, Gulfstream Goodwill's overall approach would be to become fully engaged in the City of Boynton Beach's textile recycling franchise with experienced full time staff to both work directly with the City, as well as an already in-tact Donated Goods Operation Centers functioning 7 days a week.

Importantly, these resources would be accessible to our staff assigned to the City of Boynton Beach's textile recycling franchise, as well as the support of the entire Gulfstream Goodwill Industries organizational infrastructure, including marketing, transportation and logistics.

Both our Donated Goods Operation Centers (Palm Beach and St. Lucie County) are already fully staffed and working with textile recycling and salvage operations through a Kaizen certified and audit process, equipped with balers and a salvage distribution process that has been in place for

decades.

Gulfstream Goodwill Industries overall approach would be to implement the Scope of Services to ensure an ACE (Amazing Customer Experience) for the City of Boynton Beach, its residents and businesses.

Gulfstream Goodwill Industries utilizes a fleet of trucks with drivers operating throughout Palm Beach County to support our free commercial and home pick-ups. Drivers are dispatched daily through our organizations fully operational dispatch employees located at our Outlet Center.

Using the experienced staff assigned to the City of Boynton Beach's textile recycling franchise or the organizations donation pick-up call line, pick-ups for commercial textile waste would be scheduled and picked-up.

Each commercial pick-up within the City of Boynton Beach would be collected, counted and recorded as part of the poundage for the textile recycling initiative associated with this RFP.

Based upon the final evaluation and implementation date of the RFP, Gulfstream Goodwill Industries, if given the opportunity to contract with the City of Boynton Beach, would implement our plan based on the following schedule or update based on the contract sta1t date established by the City of Boynton Beach:

Plan of Action	Date
Provide required insurance documents	
Schedule a pre-award inspection of Goodwill facilities	
Establish mutually agreed donation bin locations	
Order new donation bins	
Order donation **bin** wrapping	
Acquired required licenses and permits	
Marketing, branding and social media planning meeting	
Provide employee background check verification	
Prepare designated sites for donation bins (concrete)	
Deliver and install donation bins	
Goodwill staff orientation and introductions	
Inspect Donation bins and sites	
Begin 3 day pick-up schedule	
Begin 5 day monitoring schedule	

- All of the Proposer's funding will come from our current operating budget.
- Also, Gulfstream Goodwill Industries' would ensure 100% availability for meetings, general communication, coordination, and project supervision.
- Gulfstream Goodwill Industries' primary point of contact will be at any meetings desired or required by the City of Boynton Beach. For any reason the primary point of contact is not available, the secondary point of contact will be.
- In a unique circumstance where neither the primary or secondary point of contact would be

available, the District Manager, Vice President of Donated Goods, or Vice President of Community Engagement would attend.

- All levels of our Donated Goods and Community Engagement staff will be in constant communication of the work and reports associated with the Scope of Services to ensure an Amazing Customer Experience (ACE) for the City of Boynton Beach.

- Gulfstream Goodwill Industries has included herein our primary and secondary points of contact, as well as the Vice President of Donated Goods.

- For any meetings and events that would require accessibility access as it relates to the Scope of Services of the RFP, Gulfstream Goodwill Industries would ensure the availability of a staff person who is ce1tified for the Deaf or Hard of hearing through American Sign Language (ASL).

REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

PRICE PROPOSAL FORM

Vendor shall offer a franchise fee rate under Option A and/or Option 8 that they will pay to the City for Textile-Oriented recycling collection and donation box placement rights upon City-wide (Option A) or City-owned (Option B) real property for a three year term.

DESCRIPTION	MONTHLY FEE	TOTAL ANNUAL FEE
OPTION A- FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-WIDE PROPERTY FRANCHISE AGREEMENT	$	$
OPTION B- FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE AGREEMENT	$ 8,328.00	$ 99,938

Gulfstream Goodwill Industries, Inc.
COMPANY NAME

Marvin A. Tanck
AUTHORIZED SIGNATURE

(561) 848-7200
TELEPHONE NO.

Marvin A. Tanck
PRINTED NAME

tanck@gulfstreamgoodwill.org
E-MAIL ADDRESS

President
TITLE

March, 12, 2018
DATE

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

The City of
Boynton Beach

PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
561-742-6310
Fax: (561) 742-6316

NOTICE OF INTENT TO NEGOTIATE/AWARD

SOLICITATION NO. **RFP NO. 009-1210-18/IT**
SOLICITATION TITLE: **TEXTILE RECYCLING FRANCHISE**
DATE OF NOTICE: **MARCH 20, 2018**

At the public ranking meeting of March 19, 2018, the Selection Committee for the above referenced solicitation scored and ranked the firms as follows:

RANKING:
1. GULFSTREAM GOODWILL INDUSTRIES, INC.
2. FLSC, LLC DBA FLORIDA TEXTILE RECYCLING PROGRAMS

This Intent to Award will be presented to City Commission as a recommendation to approve the Selection Committee Rankings and authorize staff to enter into negotiations with the first ranked firm: GULFSTREAM GOODWILL INDUSTRIES, INC FOR OPTION B – EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE PROGRAM.

This Notice is conditioned upon and subject to the City of Boynton Beach's reservation of rights as contained in the RFQ documents and approval by the City Commission.

In accordance with Section 2-355 of the Palm Beach County Code of Ordinances, the Cone of Silence remains in effect for this solicitation until award, rejection or other action is taken by the applicable award authority to otherwise end the solicitation process.

Submitted by:

_____
Ilyse Triestman, CPPO, CPPB, FCCN
Purchasing Manager

REQUEST FOR PROPOSALS
TEXTILE RECYCLING FRANCHISE

RFP DUE DATE: 3/12/2018
RFP OPENING TIME: 2:30 P.M.
RFP No.: 009-1210-18/IT

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	FLSC, LLC dba Florida Textile Recycling Programs 135 Weston Road, Suite 319 Weston, FL 33326 Contact: Marc Douglas, Managing Member 954-214-5912 Email: marc@textileprograms.com	Gulfstream Goodwill Industries, Inc. 1710 Tiffany Drive East West Palm Beach, FL 33407 Contact : Brian Edwards, Vice President, Community Engagement 561-848-7200 ext. 3250 Email: bedwards@gulfstreamgoodwill.org	
RFP DOCUMENTS SUBMITTALS Original (1) Copies (3)	 YES YES	 YES YES	
LETTER OF INTEREST	YES	YES	
FIRM'S QUALIFICATIONS & EXPERIENCE APPROACH	YES	YES	
CURRENT CONTRACTS IN EFFECT	YES (4)	NONE	
PRICE PROPOSAL FORM OPTION A - FEE OFFERED FOR CITY-WIDE OPTION B - FEE OFFERED FOR CITY-OWNED	YES Monthly - $166.66 per bin Annual - $2,000.00 per bin Monthly - $100.00 per bin Annual - $1,200.00 per bin	YES NO SUBMITTAL TO OPT. A Monthly - $8,328.00 Annual - $99,938.00	
VISUAL SAMPLES OF RECYCLING COLLECTION AND DONATION BOXES	YES	YES	
PUBLIC INFORMATION	YES	YES	
PROPOSER ACKNOWLEDGEMENT	YES	YES	
PROPOSER QUALIFICATION STATEMENT	YES	YES	
ACKNOWLEDGEMENT OF ADDENDA ADDENDUM 1	YES YES	YES YES	

REQUEST FOR PROPOSALS
TEXTILE RECYCLING FRANCHISE

RFP DUE DATE: 3/12/2018
RFP OPENING TIME: 2:30 P.M.
RFP No.: 009-1210-18/IT

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	FLSC, LLC dba Florida Textile Recycling Programs 135 Weston Road, Suite 319 Weston, FL 33326 Contact: Marc Douglas, Managing Member 954-214-5912	Gulfstream Goodwill Industries, Inc. 1710 Tiffany Drive East West Palm Beach, FL 33407 Contact : Brian Edwards, Vice President, Community Engagement 561-848-7200 ext. 3250	
REFERENCES SUBMITTED	YES	YES	
ANTI-KICKBACK AFFIDAVIT	YES	YES	
NON COLLUSION AFFIDAVIT OF RESPONDENT	YES	YES	
CONFIRMATION OF MINORITY OWNED BUSINESS	SUBMITTED / NON-MINORITY	SUBMITTED / NON-MINORITY	
CONFIRMATION OF DRUG-FREE WORKPLACE	YES	YES	
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGMENT	YES	YES	
LOCAL BUSINESS STATUS CERTIFICATION	SUBMITTED - NOT LOCAL	SUBMITTED - NOT LOCAL	
SCHEDULE OF SUB-CONSULTANTS	SUBMITTED; NONE	SUBMITTED; NONE	
STATEMENT OF NO SUBMITTAL	N/A	N/A	
COMMENTS / OTHER			
Tabulated by: Ilyse Triestman 3.12.18			

RFP FOR "TEXTILE RECYCLING FRANCHISE"

RFP No.: 009-1210-18/IT

SUMMARY OF REVIEWERS SCORES - SELECTION COMMITTEE MEETING (INITIAL RANKING/SHORTLIST) - 3/19/18 at 2:00 PM

NAME:		FRANCHISE FEE PAYMENT TO CITY MAX - 25	QUALIFICATIONS & EXPERIENCE MAX - 30	REFERENCES MAX - 20	AESTHETIC QUALITIES/ COLLECTION/DONATION BOXES MAX - 10	LOCAL BUSINESS STATUS CERTIFICATION MAX - 5	PUBLIC INFORMATION & COMMUNITY OUTREACH PLAN MAX - 10	TOTALS MAX - 100	RANKING
FLSC, LLC DBA FLORIDA TEXTILE RECYCLING PROGRAMS									
A. MACK		25.00	25.00	20.00	10.00	0.00	8.00	88.00	
W. MAJORS		25.00	20.00	15.00	10.00	0.00	5.00	75.00	
M. RUMPF		25.00	15.00	15.00	10.00	0.00	7.00	72.00	
TOTAL ALL EVALUATORS								**235.00**	
GULFSTREAM GOODWILL INDUSTRIES, INC.									
A. MACK		25.00	28.00	15.00	10.00	0.00	8.00	86.00	
W. MAJORS		25.00	30.00	20.00	10.00	0.00	8.00	93.00	
M. RUMPF		25.00	30.00	15.00	10.00	0.00	10.00	90.00	
TOTAL ALL EVALUATORS								**269.00**	

Tabulated by: Ilyse Triestman, Purchasing Manager, March 19, 2018

1715 TIFFANY DRIVE EAST
WEST PALM BEACH, FL 33407
Phone: (561) 848-7200 x3250
Fax: (561) 214-8720
Gulfstreamgoodwill.org

Request for Proposal

City of Boynton Beach

Gulfstream Goodwill Industries

RFP Reference Number: 009-1210-18/IT

Title: Textile Recycling Franchise

Due Date: March 12, 2018

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a. Proposer's Acknowledgment
b. Addendum(s)
c. Statement of Proposer's Qualifications
d. References
e. Anti-Kickback Affidavit
f. Non Collusion Affidavit of Prime Proposer
g. Confirmation of Minority Owned Business
h. Confirmation of a Drug Free Workplace
i. Acknowledgement of PBC Inspector General
j. City of Boynton Beach Local Business Status
k. Schedule of Sub-consultants
l. Draft Agreement
m. Business Tax Receipt – Palm Beach Gardens
n. Business Tax Receipt – City of West Palm Beach
o. Business Tax Receipt – Palm Beach County
p. 2017 FL State Non Profit Corporation Annual Report Filing
q. Department of Treasury IRS EIN Letter
r. Florida Department of Agriculture & Consumer Affairs
s. Florida Department of Revenue Certificate of Exemption
t. Boynton Beach 2 Year Residential Pick-up History
u. Gulfstream Goodwill Industries Donated Goods SOP
v. Gulfstream Goodwill Industries Salvage SOP

Goodwill
Gulfstream Goodwill Industries

1715 TIFFANY DRIVE EAST
WEST PALM BEACH, FL 33407
Phone: (561) 848-7200 x3250
Fax: (561) 214-8720

March 12, 2018

City of Boynton Beach
Attn: Procurement Services
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425-0310

Re: Introduction: Request for Proposal for Textile Recycling Franchise RFP No.: 009-1210-18/IT

Gulfstream Goodwill Industries is enthusiastically submitting this response to the City of Boynton Beach's request for proposal, RFP No.: 009-1210-18/IT, as a candidate to furnish and install textile collection bins at mutually agreed upon locations within the City of Boynton Beach with both Option A and Option B considerations.

Gulfstream Goodwill Industries as the largest health, human and social services nonprofit agency in Palm Beach County has been in the business of textile recycling in Palm Beach County since 1966. Our organization has fifteen retail thrift store missions in Palm Beach County, one outlet center and eight stand-alone attended donation centers. Each site is a textile donation location, as well as having the ability to accept other in-kind donations from the public.

Our organization has proudly operated free pick-up service to include textile recycling within the City of Boynton Beach for several decades. As an example of the volume of donation pick-up services in Boynton Beach for the last 2 years, attachment t is provided. To the credit of the City of Boynton Beach and its residents, our free home pick-up service for this 2 year period resulted in 2,650 pick-ups, with a 94% textile product rate averaging thirty pounds a bag, with a total weight of 74,730 pounds!

Gulfstream Goodwill has over a fifty-year history of recycling textiles in Palm Beach County and like the City of Boynton Beach, a high standard toward minimizing what goes into our community's landfills. With a two year annual average of 34,012,640 pounds of merchandise donated to Gulfstream Goodwill within our jurisdiction, there is an average of 10,454,319 sent to salvage and 23,558,321 pounds of merchandise re-purposed through our retail thrift store mission. From the annual average of over 850,500 donations, much being textile, very little is left for landfill disposal, which is our business model.

To Gulfstream Goodwill's credit, we are currently the largest textile recycler in Palm Beach County. Equally important, our organization simultaneously serves the health, human and social service needs of the community. Gulfstream Goodwill Industries has the ability to fulfill the expectations of both aspects of the City of Boynton Beach's RFP…textile recycling and meeting the community needs.

Changing lives through employment, training and housing is our mission. The donated goods business model for Goodwill is absolutely the life force that helps us in being as successful as we are with our programs and services. Given the opportunity, we have the staff, expertise, knowledge and resources to ensure the success the City of Boynton Beach is seeking through the textile recycling initiative.

As an example of how we can help the City of Boynton Beach's community needs and consistent with the goals of the RFP, below shows how Gulfstream Goodwill Industries can also help:

Employment	Training	Housing
Vocational Evaluation	Discovering your Potential	Project Succeed
Career Exploration	Contract Services	New Avenues
On the Job Evaluation	Transitions	Beacon Place
Discovery	Transportation	Beacon Place II
Job Placement	Good Leaders	Home at J Street
Job Connection	Alternative to Secure Detention	Senator Philip D. Lewis Center
Supported Employment	Back to the Future	
Benefits Planning Assistance	Going the Distance	
	Justice Services - Adult	
	Transition to Life Academy	
	Lighthouse for the Blind	
	Deaf Services	
	Brain Injury Services	
	Mobility Management	
	Career Pathways	

Gulfstream Goodwill Industries is a strong community partner. Our latest Economic and Fiscal Impact Study (Elliot D. Pollock & Company – 2016) shows Gulfstream Goodwill's economic output was $81.2 million with a fiscal impact of $3.8 million. Over a thousand highly engaged employees help us maintain these economic and fiscal results within our community; however, we clearly understand and acknowledge that without our community partners both in the programs and donated goods arenas, we would not be as successful in providing the array of services noted above. Gulfstream Goodwill Industries is a viable candidate who is ready, willing and able to help achieve the desired goals of the City of Boynton Beach.

Name of Contracting Agent: Gulfstream Goodwill Industries, Inc.
Primary Point of Contact: Brian Edwards
Title: Vice President, Community Engagement
Address: 1710 Tiffany Drive East, West Palm Beach, FL 33407
Phone/Fax Numbers: Office: 561-848-7200, ext. 3250, Fax: 561-214-8720
Email: bedwards@gulfstreamgoodwill.org

Again, thank you for the opportunity!

Sincerely,

Marvin A. Tanck
President

Firm Qualifications and Experience Approach

1. **The Respondent shall provide a brief description of the firm, including the state of organization or incorporation, ownership structure (e.g., sole proprietorship, partnership, Limited Liability Corporation, corporation) and its business philosophy.**

   Gulfstream Goodwill Industries is registered with the State of Florida Division of Corporations to do business in Florida as a nonprofit organization.

   A 501(c)3 charitable organization, Gulfstream Goodwill Industries' registration number is CH1734 with the Florida Department of Agriculture and Consumer Services, has the certification number of 85-8012557-199C-4 with the Department of Revenue, and is recognized as a registered tax-exempt nonprofit organization with the Department of Treasury Internal Revenue Service with an Employer Identification Number 59-1197040.

   Gulfstream Goodwill Industries is a strong and stable 501(c)3 charitable organization. The organization through its charter is incorporated as a nonprofit with the oversight of a very active and engaged volunteer Board of Directors.

➢ **Respondent Information**

- Legal contracting name:

Gulfstream Goodwill Industries, Inc.

- Corporate headquarters:

Gulfstream Goodwill Industries, Inc.
1710 Tiffany Drive East
West Palm Beach, FL 33407
Phone: 561-848-7200
Website URL: gulfstreamgoodwill.org

- Contact information for Gulfstream Goodwill Industries primary and secondary representative during this RFP process:

Primary Contact:
Brian Edwards, Vice President, Community Engagement
Office: 561-848-7200, ext. 3250, Mobile: 561-373-8149, Fax: 561-214-8720
Email: bedwards@gulfstreamgoodwill.org
Mailing Address: 1710 Tiffany Drive East, West Palm Beach, FL 33407

Secondary Contact:
Bern Najarro, Vice President, Donated Goods
Office: 561-833-1693, ext. 4113, Mobile: 561-383-1754, Fax: 561-214-8720
Email: bnajarro@gulfstreamgoodwill.org
Mailing Address: 701 Boutwell Road, Lake Worth, FL 33461

- Details of ownership changes to Proposer's organization in the past three years or changes anticipated within the next six months of the Due Date and Time:

  a. Marvin A. Tanck, President, Gulfstream Goodwill Industries is retiring after 27 years of leadership his 44 years of Goodwill leadership. Marvin's jurisdiction for textile recycling covered Palm Beach, Martin, St. Lucie, Indian River and Okeechobee counties, which included all Human Services rehabilitation centers for Goodwill's programs and services.

  b. Brian Itzkowitz, Chief Executive Officer, Gulfstream Goodwill Industries will become President and Chief Executive Officer effective July 1, 2018. Brian has over 20 years of Goodwill leadership, most recently as the President and Chief Executive Officer of the Arkansas Goodwill covering the State of Arkansas. Brian is also an expert in textile recycling as well as the programs and services he will assume responsibility for throughout the five county jurisdictions in July.

- Names of persons who are officers or principals of the company:

Gulfstream Goodwill Industries staff officers and principals:

Officers:
a. Marvin A. Tanck, President
b. Brian Itzkowitz, Chief Executive Officer
c. Karen Davidson, Chief Financial Officer and Vice President of Administration
Principals:
d. Kathy Spencer, Vice President, Human Services
e. Cassandra Fulwood, Vice President, Human Resources
f. Bern Najarro, Vice President, Donated Goods
g. Brian Edwards, Vice President, Community Engagement

Gulfstream Goodwill Industries' Board of Director officers and principals:
Officers:
a. Robert Premuroso, Valley National Bank - Board Chair
b. Ian B. Zinn, Alliance Bernstein, L.P. - Board Treasurer (Audit/Finance Committees)
c. Rosalina Hom, Retired Educator, Finding a Cause Founder - Board Secretary
Principals:
d. Ronald F. Albano, Del Vista Consultants -Donated Goods Committee Chair,
e. Dan Barsky, Shutts & Bowen, LLP - Finance/Community Engagement Committees
f. David Cole, Retirement Income Resources, LLC.
g. Chris Downs, Collingsworth Alter Lambert, LLC.
h. Sophia Eccleston, Florida Power & Light Company – Community Engagement Committee
i. Linda Fraser, Fraser and Fraser – Human Services Committee
j. Silvia Garcia, Lang Realty
k. Donald Mandich, Retired Banker – Audit/Finance Committees
l. George Matsoukas, Retired Businessman
m. Joan McCabe, LTPV, LLC. – Audit/Donated Goods Committees
n. Donte Mickens, NCCI – Audit/Human Resources Committees
o. Father Donald R. Munro, St. Rita's Catholic Church
p. Carl J. Nicola, NXN Licensing – Community Engagement Committee

q. Sophia Stone, Halotopia – Community Engagement Committee
r. Clive Stuart-Findlay, Sotheby's International Realty – Vice Chair, Donated Goods Committee
s. Amy Testa, Max Davis Associates – Audit Committee Chair, Community Engagement Committee
t. Chung Wong, Raymond James and Associates
u. Martin Zipern, Monmouth Law, Semi-retired

Gulfstream Goodwill Industries, like all other Goodwill organizations throughout the nation have autonomy from each other. The commonality of all Goodwill's are primarily associated with our brand, the smiling "G" logo, retail thrift store missions and working hard on behalf of persons with disabilities in an effort to help them gain employment, training, and housing leading to self-sufficiency.

Through our mission of Changing Lives through Employment, Training and Housing, our business philosophy is to ensure we are providing the best services and programs possible to help those within our community with disabilities and other barriers to employment. We accomplish our mission by providing twenty-six very important and different programs and services. Some examples include:

- Managing and Operating the Palm Beach County Senator Philip D. Lewis Homeless Resource Center.
- Managing and Operating the Lighthouse for the Blind of the Palm Beaches. A subsidiary nonprofit under Gulfstream Goodwill Industries, which has provided services for over 70 years in Palm Beach County.
- Managing and Operating the Transition to Life Academy Charter High School in south Boynton Beach. A subsidiary nonprofit under Gulfstream Goodwill Industries.
- Gulfstream Goodwill Industries' Deaf Services. Goodwill took Deaf Services under its wings after the original organization was closing due to financial constraints. Deaf services provided throughout the county are a critical need for the deaf and hard of hearing population and needed to be sustained.
- Adult and Youth Justice Service programs and services.

The above programs and services are not all encompassing of our many provided, yet are important to help substantiate the critical importance of how vital Goodwill's donated goods mission is to generate revenue to help fund or subsidize our services and programs. As will be provided herein, the textile recycling component of our in-kind donations has been the life force of our nonprofit business model since the beginning of the Goodwill movement over 116 years ago.

2. **If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.**

Gulfstream Goodwill Industries, Inc. is not a joint venture or consortium.

3. **The Respondent shall submit a detailed narrative description that documents its overall background and experience in providing and operating textile recycling programs and include examples of programs in Palm Beach and Broward counties, if possible. (limit ten (10) pages):**

As Gulfstream Goodwill highlights our overall background and experience, and for full disclosure, it is important to know that Gulfstream Goodwill was the first organization, nonprofit or for profit, to have unattended donation bins for textile recycling over fifty-years ago. Over the years, as a significant number of for profit companies from across the country began placing unattended donation bins across the county without either business or municipalities' permission. Citizens, businesses and municipalities demanded the removal of unattended donation bins due to being unsightly, unsafe and abandoned. Many of the complaint calls came to Gulfstream Goodwill as people assumed they were ours and placed for charitable purposes.

Gulfstream Goodwill, aside from our retail store missions and free home pick-up, removed all unattended donation bins and strategically placed attended donation sheds. The attended donation sheds allowed for a friendlier donation experience, tax receipts and of course the ability to ensure the location was maintained for cleanliness and safety. Finally, due to municipal ordinance changes for zoning and building codes and Gulfstream Goodwill compliance, our organization removed all attended donation centers in Palm Beach County.

This background is extremely important to Gulfstream Goodwill because we did have to take action by beginning to open in-line donation centers through the Palm Beach County based on availability, affordability and to satisfy the convenience of residents to the best of our ability. Gulfstream Goodwill Industries has a proven record of adapting to change as indicated above and we are enthusiastic about this opportunity to adapt to the City of Boynton Beach's change and need for textile recycling service enhancements.

Our experience is grounded in the fact that Gulfstream Goodwill does textile recycling on a daily bases across our five county area of Palm Beach, Martin, St. Lucie, Indian River and Okeechobee counties. As noted in our introductory letter, Gulfstream Goodwill has 15 retail store missions, 1 outlet center, and 8 stand-alone attended donation centers in Palm Beach County alone.

Our south county outlet center is where our textile recycling center is located, which is fully equipped with personnel and balers for textile recycling. Gulfstream Goodwill recently moved from West Palm Beach to Lake Worth (Boutwell Road) due to additional space needs. This facility is also a fully operational textile recycling center, which is detailed in this proposal to show our experience and capacity to facilitate the needs of the City of Boynton Beach. As important as the convenience of donation bins are to the residents, the capacity to ensure a successful outcome of the donated textiles is also critical. Gulfstream Goodwill Industries has been performing this role for decades in Palm Beach County. Textile Recycling photos below.

Equally important, the revenue generated by Gulfstream Goodwill Industries' textile recycling program has always gone back to community in helping fund or subsidize our programs and services.

Examples of Gulfstream Goodwill Industries donated goods and provided a textile recycling services are in the following municipalities:

1. Organization name: **City of Palm Beach Gardens**
2. Organization address: 10500 N. Military Trail, Palm Beach Gardens, FL 33410
3. Contact name: Niki Spencer, Operations Manager
4. Contact phone and fax number: phone: 561-804-7011; fax: 561-799-2101
5. Contact email address: nspencer@pbgfl.com
6. Dates of service: Gulfstream Goodwill opened its retail thrift store in Palm Beach Gardens in 1997, with no break in operations, only additions and a location change – Northlake Store and Vintage Shoppe. Still in operation.

1. Organization name: **City of West Palm Beach**
2. Organization address: 401 Clematis Street, West Palm Beach, FL 33401
3. Contact name(s): Jeri Muoio, Mayor
4. Contact phone and fax number(s): phone: 561-822-1400; fax: 561-822-1424
5. Contact email address: jmuoio@wpb.org
6. Dates of service (start and end): Gulfstream Goodwill opened our first of three locations in the City of West Palm Beach in 1966, with no break in operations, only additions and location changes). Still in operation.

Supporting documentation confirming required licenses are provided as attachments l, m, n, o, p, and q.

Below is a brief narrative of the experience of the key personnel by respondent to include on-site supervisor and the managers:

Brian Itzkowitz, Chief Executive Officer

- Brian has over 22 years' experience overseeing textile recycling centers, which includes 5 Goodwill's across the country in his leadership positions. Importantly, is Brian's extensive knowledge in the donated goods industry, textile collections and the operations and management of textile recycling centers for both repurposing and salvage operations. In Brian's short time in Palm Beach County, he has implemented ACE, Amazing Customer Experience as a key component to advance all aspects of the organizations donated goods as well as our Human Services programs.

Bern Najarro, Vice President of Donated Goods

- Bern as a Six Sigma Black Belt and certified in Kaizen, he oversees all donated goods operations for Gulfstream Goodwill Industries. With 26 retail store missions, 50 donation sites and 2 outlet centers, Bern and his direct reports operate textile recycling, salvage operations and all other in-kind donations throughout our five counties including the organizations truck drivers and facilities.

Paulette Brown, Operations Coordinator

- As the Community Donation Centers' Supervisor, Paulette is also an exceptional leader whose responsibilities are critical for supervising, coordinating and ensuring responsive support for customer service needs for the Community Donation Centers and the employees at each. Paulette's experience and knowledge is extensive and is reflected in both her supervision and ability to maintain detail documentation for all donations through the attended donation centers to include accounting for and handling salvage, waste and hazardous materials that are at times mixed with public donations. Paulette also provides daily and monthly reports detailing pick-ups, bin counts and donor numbers, as well as safety and security of the donation sites. Paulette will be instrumental to meeting the goals of the unattended donation bins in the City of Boynton Beach for the textile recycling goals and objectives.

Jeanette Egger, Attended Donation Centers and In-line Donation Centers Supervisor

- As another instrumental member of the City of Boynton Beach's textile recycling franchise, Jeanette is another outstanding Goodwill employee who will, along with, and under the supervision of Paulette ensure the daily monitoring of the Boynton Beach donation bin sites for cleanliness, safety and ensuring the 3 weekly pick-ups Goodwill is proposing. Jeanette will be the secondary point of contact, but will be involved daily along with Paulette in monitoring, scheduling pick-ups and ensuring an ACE (Amazing Customer Experience) for the City of Boynton Beach, its residents and the location's where the donation bins will be placed as mutually agreed upon.

Gulfstream Goodwill Industries' business plan for textile recycling is extensive, complex and well-regulated from the time a donor places a donation into a donation bin to the ultimate re-purpose sale, salvage sale, and for donations that absolutely have to be sent to the landfilled.

To assist with our business plan, we have attached both our work instructions for donations and standard operating procedures for salvage operations hereto (Attachments s and t). Both are significant in helping to understand the serious day to day operations, which include the retrieval of donated goods from donation centers, and in this case, the same would apply to donation bins, with the exception of the donation bins not being manned or having the ability to offer tax receipts for the donation.

The management strategies of Gulfstream Goodwill Industries are to always operate the nonprofit organization as a business to stay in business, which is ultimately supporting our mission of Changing Lives through Employment, Training and Housing.

Equally important, Gulfstream Goodwill Industries' reputation is critical to the management strategies our organization incorporates in to every function associated with donated goods, human services and our support staff functions.

Our textile recycling and salvage operations are also aligned with our Kaizen processes and ACE (Amazing Customer Experience), which ensures operations are organized, safe and has an outcome that produces an ACE experience for donors as well as for all 1000 employees of Gulfstream Goodwill Industries.

With our assigned staff to the textile recycling franchise, drivers and facilities maintenance staff; monitoring of the donation bins for safety or weathering aspects of any deterioration, a report is provided to the Vice President of Donated Goods for either a replacement of the donation bin or the replacement of the exterior wrapping, as applicable.

Gulfstream Goodwill Industries has proposed 5 day monitoring for ten sites where the collection bins would be placed for cleanliness and safety of the bins and surrounding area.

- 3 pick-ups per week (monitored by the truck driver and assistant driver)
- 2 Supervisor site visits each week (*monitored by the Primary or Secondary POC)
- 5 days per week
  *Occasionally, the Primary and Secondary POC will visit the sites while the drivers are picking up the donations outside the proposed schedule for supervision purposes).

Gulfstream Goodwill Industries has taken into consideration the seasonal fluctuation in our pro forma and will adjust for additional pick-ups for increased donations during season or increased population growth. Being committed to no less than the 5 monitoring visits per week for the duration of the contract will ensure all donation bins are adequately monitored and cleaned in and around the site.

Gulfstream Goodwill Industries' sustainability plan for on-going operations has a positive outlook for our next fifty-years in Palm Beach County. The organizations donated goods operations is a vital and key component to all that Goodwill does in regards to sustaining the high level of programs and services provided, which includes other funding sources coming from Federal, State and County contracts, as well as our philanthropic fund development component of the organization. The organizations finances are good and the outlook for long-term sustainability of donated goods operations and human services programs are also positive.

The types of vehicles that will be used for the City of Boynton Beach textile recycling franchise are:

- Pick-ups – 1 26' Penske Goodwill Truck, Diesel Fuel
- Monitoring – Small Sedans, Medium test gasoline

Gulfstream Goodwill Industries' Standard Operating Procedures require every accepted donation be evaluated as either possible repurpose or salvage, with minimal textile items ever going to the landfill.

In the evaluation process, each item is also sorted by like items whether repurposed or salvage items. All donations have weight determination made by the average weight of donations by the bag and/or Gaylord boxes.

The sorting process for donations is recorded for home pick-ups, donation bins, and commercial donations. After sorting, the repurposed donations are categorized by item and placed in our retail thrift store missions and salvage is categorized by the type of textile item for bundling and shipping.

- Annual average of donations – 850,500

- Annual average of donated goods weight – 34,012,640 lbs.
- Annual average of merchandise re-purposed – 23,558,321 lbs. (Domestic – Local)
- Annual average of salvage weight – 10,454,319 (Export)

Gulfstream Goodwill Industries will provide textile recycling collection report on a bi-monthly basis via electronic mail in an excel format to the City of Boynton Beach's designated recipient for the report.

The format will show the date of the pick-up, location of the pick-up (each of the ten recommended donation bins being proposed), weight of the textile donations and any significant comments that might be associated with the pick-up at any given location. The report will also list any events where textile donations were collected, the date of the event, location and weight of the textile donations, and any significant comments that might be associated with the specific event. The same data would be provided for any business that schedules a pick-up in the City of Boynton Beach and listed by the business for commercial pick-ups.

City of Boynton Beach Textile Recycling Franchise

Date	Location	Weight	Comments
Site 1			
Site 2			
Site 3			
Site 4			
Site 5			
Site 6			
Site 7			
Site 8			
Site 9			
Site 10			
Event 1			
Event2			
Commercial Pick-up			
Commercial Pick-up			

Gulfstream Goodwill Industries' staffing plan will include:

- 1 Full Time Project Supervisor
- 1 Full Time Project Manager
- 1 Full Time Driver
- 1 Part Time Driver Assistant

The above staffing plan has been incorporated into our RFP pro forma for employees dedicated to the specific requirements of communications, collaboration, meetings, monitoring, pick-ups, and to ensure the cleanliness and safety of the bins and surrounding area for each donation bin site.

Additionally and importantly, our pro forma specifically reflects other employees who will be directly engaged in the receipt of the donation bin textile donations:

- 1 Baler
- 1 Forklift Operator

Not reflected in our pro forma are support staffs that already provide support functions, and will be instrumental in success of Gulfstream Goodwill Industries Scope of Services responsibilities within the Donated Goods, Community Engagement, Finance, Facilities, and Human Resources.

Gulfstream Goodwill Industries mission is Changing Lives through Employment, Training, and Housing. As the City of Boynton Beach is probably aware, Gulfstream Goodwill has been assisting persons with disabilities and other barriers to employment for over fifty-years.

Our Employment Services Program within our Human Services Department provide persons with disabilities and other barriers to employment, vocational evaluation, career exploration, on the job evaluation, job placement, job connection, supported employment and benefits planning assistance. Gulfstream Goodwill Industries' strategic plan includes increased goals to our annual employment numbers for persons with disabilities and other barriers.

Gulfstream Goodwill Industries has over 1,000 employees and has an outstanding Human Resources Department. Our organizations strategic recruiting initiatives are focused on hiring the best possible candidate for each open position. This includes our equally important strategic plan to always increase our retention of employees' organization wide.

Our strategies also include providing the most attractive benefits package possible to include competitive wages; health, life and limited disability, along with an employee savings plan and our employee assistance plan.

Gulfstream Goodwill Industries' strives to be an ACE organization, whereas our donors and employees are having an Amazing Customer Experience at all times. Being the largest nonprofit organization in Palm Beach County with twenty-six different programs and services, as well as the Donated Goods component of our revenue generation, there are times where we hear from someone who did not experience the quality of service we strive to provide.

In the instance a customer dispute is brought to our attention in person, by mail, hotline or via social media; our staff are trained to 1) address the dispute on the spot to do all they can to resolve at the level they may be, or 2) immediately elevate the dispute up to the next level until a resolution is accomplished where the customer is satisfied with the resolution. Gulfstream Goodwill Industries prides itself on providing excellent customer service and understands the organizations reputation stands on the foundation of addressing disputes and resolving them in the most expeditious manner possible.

Any customer complaints are documented and raised to a leadership level regardless of the level the complaint to ensure the complaint is resolved so the details can be discussed to ensure corrective action is taken not to duplicate, where applicable.

4. **The Respondent shall describe any awards, certifications, or other related recognition related to textile recycling programs.**

Gulfstream Goodwill Industries most recently has been recognized in the following ways:

- The City of West Palm Beach presented a proclamation to Gulfstream Goodwill Industries in June 2016 recognizing the organizations recycling efforts:
  - Whereas, Gulfstream Goodwill Industries based on its articles of incorporation has carried forward the Goodwill tradition in the past half-century and evolved into a nonprofit entrepreneurial leader, environmental pioneer and social innovator by the reduce, repurpose and reuse practice; and
  - Whereas, Gulfstream Goodwill Industries through these practices has diverted billions of pounds from landfills by recovering the value in people's unwanted goods and diverting usable goods, thereby having a positive economic impact on our community; and
  - Whereas, this social enterprise model demonstrates social and environmental leadership, creating thousands of jobs and contributing to the economic health of our community while preserving resources and the environment, and reducing citizens' reliance on public assistance; and
  - Whereas, by creating job training and employment opportunities for people in need there is a measured improvement and strengthening of neighborhoods within the community, and...

- Palm Beach County presented a proclamation to Gulfstream Goodwill Industries in July 2016 recognizing the organizations recycling efforts:
  - Whereas, by creating opportunities for people in need there is a measured improvement and strengthening of neighborhoods within the community, and;
  - Whereas, this social enterprise model demonstrates social leadership, creating thousands of jobs and contributing to the economic health of our community while preserving resources and the environment, and reducing citizens' reliance on public assistance, and...

- Governor Rick Scott's letter of July 1, 2016 to thanked Marvin Tanck and Gulfstream Goodwill Industries on Gulfstream Goodwill's 50th year anniversary, "Thank you for working to help others pursue their version of the American dream" and "The community involvement of Floridians like you is essential to the continued success of our state."...

- Puerto Rico Hispanic Chamber of Commerce presented Gulfstream Goodwill Industries with the 2017 Shining Star Award. This recognition was for Gulfstream Goodwill dedicating staff to the Port of Palm Beach for Palm Beach County Cares' Puerto Rico and the Virgin Islands Hurricane Relief effort where over 400,000 pounds of donations were shipped by air and sea to those in need, as well as Gulfstream Goodwill accepting all textile's that could not be shipped, but could be repurposed or recycled through salvage in exchange for gift cards for evacuees from Puerto Rican and Virgin Island's families that evacuated to Palm Beach County.

Gulfstream Goodwill Industries is proud to occasionally be recognized by various Chambers of Commerce throughout our five county jurisdictions as Nonprofit of the Year. Our organization

has also been recognized by Dell Computer for our partnership to keep electronics out of landfills and third world countries.

5. **The respondent shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current of pending litigation.**

   Gulfstream Goodwill Industries, Inc. has not had any rulings against our organization through litigation or proceedings in the last two years, nor does the organization have any current or pending litigation.

Current Contracts in Effect

1. Gulfstream Goodwill Industries currently has no current contracts or franchisee contract in effect with any municipalities for textile recycling. However, Gulfstream Goodwill Industries does have Business Tax Receipts for Palm Beach County and the 12 municipalities we have either retail store missions, in-line donation centers or our Outlet Center in the City of Lake Worth, Florida, where are textile recycling and salvage center is located. Gulfstream Goodwill Industries also has Business Tax Receipts of our retail store missions, in-line donation centers, and attended donation centers in Martin, St. Lucie, Indian River and Okeechobee counties, and our north county Outlet Center in St. Lucie County.

2. Gulfstream Goodwill Industries has responded to the City of Delray Beach RFP for their textile recycling initiative. The announcement for that RFP are due on March 22, 2018.

3. Aside from the Business Tax Receipts throughout our five county jurisdiction, Gulfstream Goodwill Industries as a nonprofit where textile recycling and salvage components of our work is associated with developing revenue for the organizations health, human and social services, our organization has numerous contracts to include local, Federal, State, and County entities. All contracts have been in effect for many years and all related to supporting Goodwill's work in providing employment, training and housing.

Price Proposal Form

The Scope of Services specifically notes the City of Boynton Beach is looking for a qualified firm to implement a textile recycling franchise utilizing either Option A, Option B, or both:

Gulfstream Goodwill Industries is proposing Option B:

Option B: an exclusive City owned property textile oriented recycling, collection and donation box franchise program. Respondents may submit for any or all of the options.

BENEFITS

Among the benefits of a textile recycling program in the City of Boynton Beach is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing.

PAYMENTS

The qualified vendor(s) will submit a check for franchise fees in twelve (12) monthly installments by the 5th of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes in the City as subject to exemptions herein.

Gulfstream Goodwill Industries pro forma based on the Scope of Services for the proposed ten sites ultimately identified and agreed upon would include an annual payment of $99,938.00 for the first 3 years. Monthly installments would be made by the 5'" day of the month.

Also, Gulfstream Goodwill Industries would provide an additional $500.00 in Goodwill Retail Store Vouchers for the City of Boynton Beach to distribute to community needs for the first year. For each of the following 2 years, Gulfstream Goodwill Industries would provide $1,000 in Goodwill Retail Store Vouchers for the City of Boynton Beach to distribute to community needs.

Further, the Scope of Services notes the Proposer will finish and install textile collection bins, as well as pick-up the donated materials, maintain the bins and surrounding area, divert textile from the garbage, which could increase regular curbside pick-up, and the responsibility for developing marketing and educational outreach programs for city residents and businesses to inform them of the textile recycling initiative encouraging them to participate.

Gulfstream Goodwill Industries is exceptionally and uniquely qualified to fulfill each of the goals and objectives of the City of Boynton Beach's Scope of Services. With 26 retail thrift stores and 50 donation sites over our 5 county jurisdiction, combined with 2 outlet centers, Gulfstream Goodwill's overall approach would be to become fully engaged in the City of Boynton Beach's textile recycling franchise with experienced full time staff to both work directly with the City, as well as an already in-tact Donated Goods Operation Centers functioning 7 days a week.

Importantly, these resources would be accessible to our staff assigned to the City of Boynton Beach's textile recycling franchise, as well as the support of the entire Gulfstream Goodwill Industries organizational infrastructure, including marketing, transportation and logistics.

Both our Donated Goods Operation Centers (Palm Beach and St. Lucie County) are already fully staffed and working with textile recycling and salvage operations through a Kaizen certified and audit process, equipped with balers and a salvage distribution process that has been in place for

decades.

Gulfstream Goodwill Industries overall approach would be to implement the Scope of Services to ensure an ACE (Amazing Customer Experience) for the City of Boynton Beach, its residents and businesses.

Gulfstream Goodwill Industries utilizes a fleet of trucks with drivers operating throughout Palm Beach County to support our free commercial and home pick-ups. Drivers are dispatched daily through our organizations fully operational dispatch employees located at our Outlet Center.

Using the experienced staff assigned to the City of Boynton Beach's textile recycling franchise or the organizations donation pick-up call line, pick-ups for commercial textile waste would be scheduled and picked-up.

Each commercial pick-up within the City of Boynton Beach would be collected, counted and recorded as part of the poundage for the textile recycling initiative associated with this RFP.

Based upon the final evaluation and implementation date of the RFP, Gulfstream Goodwill Industries, if given the opportunity to contract with the City of Boynton Beach, would implement our plan based on the following schedule or update based on the contract sta1t date established by the City of Boynton Beach:

Plan of Action	Date
Provide required insurance documents	
Schedule a pre-award inspection of Goodwill facilities	
Establish mutually agreed donation bin locations	
Order new donation bins	
Order donation **bin** wrapping	
Acquired required licenses and permits	
Marketing, branding and social media planning meeting	
Provide employee background check verification	
Prepare designated sites for donation bins (concrete)	
Deliver and install donation bins	
Goodwill staff orientation and introductions	
Inspect Donation bins and sites	
Begin 3 day pick-up schedule	
Begin 5 day monitoring schedule	

- All of the Proposer's funding will come from our current operating budget.
- Also, Gulfstream Goodwill Industries' would ensure 100% availability for meetings, general communication, coordination, and project supervision.
- Gulfstream Goodwill Industries' primary point of contact will be at any meetings desired or required by the City of Boynton Beach. For any reason the primary point of contact is not available, the secondary point of contact will be.
- In a unique circumstance where neither the primary or secondary point of contact would be

available, the District Manager, Vice President of Donated Goods, or Vice President of Community Engagement would attend.

- All levels of our Donated Goods and Community Engagement staff will be in constant communication of the work and reports associated with the Scope of Services to ensure an Amazing Customer Experience (ACE) for the City of Boynton Beach.

- Gulfstream Goodwill Industries has included herein our primary and secondary points of contact, as well as the Vice President of Donated Goods.

- For any meetings and events that would require accessibility access as it relates to the Scope of Services of the RFP, Gulfstream Goodwill Industries would ensure the availability of a staff person who is ce1tified for the Deaf or Hard of hearing through American Sign Language (ASL).

REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

PRICE PROPOSAL FORM

Vendor shall offer a franchise fee rate under Option A and/or Option 8 that they will pay to the City for Textile-Oriented recycling collection and donation box placement rights upon City-wide (Option A) or City-owned (Option B) real property for a three year term.

DESCRIPTION	MONTHLY FEE	TOTAL ANNUAL FEE
OPTION A- FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-WIDE PROPERTY FRANCHISE AGREEMENT	$	$
OPTION B- FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE AGREEMENT	$ 8,328.00	$ 99,938

Gulfstream Goodwill Industries, Inc.
COMPANY NAME

(561) 848-7200
TELEPHONE NO.

tanck@gulfstreamgoodwill.org
E-MAIL ADDRESS

Marvin A. Tanck
AUTHORIZED SIGNATURE

Marvin A. Tanck
PRINTED NAME

President
TITLE

March, 12, 2018
DATE

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

City of Boynton Beach Request for Proposal
Textile Recycling Initiative- Three Year P&L Summary

	FY 2018	FY 2019	FY2020	Three Year Total
Revenue				
Rack Goods 25%	341,250	348,075	355,037	1,044,362
Salvage 75%	58,500	59,670	60,863	179,033
Total Revenue	399,750	407,745	415,900	1,223,395
Expenses				
Salaried employees	81,900	85,975	88,554	256,429
Hourly employees	70,265	73,761	75,974	220,000
Total Salaries and Wages	152,165	159,736	164,528	476,429
Payroll Taxes				
FICA	11,641	12,220	12,586	36,447
Medicare	2,206	2,316	2,386	6,908
Social5ecurity	9,434	9,904	10,201	29,539
Workers Camp	5,615	5,894	6,071	17,580
Total Payroll Taxes	28,896	30,334	31,244	90,474
Employee Benefits				
Health Insurance	19,842	19,842	19,842	59,526
Life Insurance	666	666	666	1,998
LTD	427	427	427	1,281
Total Employee Benefits	20,935	20,935	20,935	62,805
Other Expenses				
Industrial Supplies	6,700	3,090	3,183	12,973
Phone	492	507	522	1,521
Auto Insurance	2,601	2,601	2,601	7,802
Liability Insurance	81	81	81	244
Vehicle Leasing	24,665	25,405	26,167	76,236
Fuel	6,967	7,176	7,392	21,535
Vehicle Repairs/Maintenance	2,500	2,575	2,652	7,727
Franchise Fee	99,938	99,938	99,938	299,813
Store Vouchers	6,000	10,000	10,000	26,000
Depreciation	3,576	3,576	3,576	10,728
	153,519	154,948	156,110	464,577
Total Expenses	355,515	365,952	372,817	1,094,285
Net Income	44,235	41,793	43,083	129,110

City of Boynton Request for Proposal
3 Year -Textile Recycling Initiative
Detail Profit & Loss Statement

Year 1	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	Total
Revenue													
Rack Goods 25%	26,005	24,643	10,265	22,676	23,757	28,786	29,774	32,674	44,645	30,522	37,817	29,687	341,250
Salvage 75%	4,014	4,928	5,280	5,765	5,448	5,194	5,075	4,560	4,813	3,953	4,021	4,548	58,500
Total Revenue	30,919	29,571	15,545	28,441	29,205	33,980	34,849	37,234	49,458	34,475	41,838	34,235	399,750
Expenses													
Salaried employees	6,956	6,732	6,956	6,956	6,732	6,956	6,732	6,956	6,956	6,283	6,956	6,732	81,900
Hourly employees	5,968	5,775	5,968	5,968	5,775	5,968	5,775	5,968	5,968	5,390	5,968	5,775	70,265
Total Salaries and Wages	12,924	12,507	12,924	12,924	12,507	12,924	12,507	12,924	12,924	11,673	12,924	12,507	152,165
Payroll Taxes													
FICA	989	957	989	989	957	989	957	989	989	893	989	957	11,[illegible]41
Medicare	187	181	187	187	181	187	181	187	187	169	187	181	2,206
Social Security	801	775	801	801	775	801	775	801	801	724	801	775	9,434
Workers Comp	477	461	477	477	461	477	461	477	477	431	477	461	5,615
Total Payroll Taxes	2,454	2,375	2,454	2,454	2,375	2,454	2,375	2,454	2,454	2,217	2,454	2,375	28,896
Employee Benefits													
Health Insurance	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,842
Life Insurance	56	56	56	56	56	56	56	56	56	56	56	56	666
LTD	36	36	36	36	36	36	36	36	36	36	36	36	427
Total Employee Benefits	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	20,935
Other Expenses													
Industrial Supplies	1,200	500	500	500	500	500	500	500	500	500	500	500	6,700
Phone	41	41	41	41	41	41	41	41	41	41	41	41	492
Auto Insurance	217	217	217	217	217	217	217	217	217	217	217	217	2,601
Liability Insurance	7	7	7	7	7	7	7	7	7	7	7	7	81
Vehicle Leasing	2,055	2,055	2,055	2,055	2,055	2,055	2,055	2,055	2,055	2,055	2,055	2,055	24,665
Fuel	581	581	581	581	581	581	581	581	581	581	581	581	6,967
Vehicle Repairs	208	208	208	208	208	208	208	208	208	208	208	208	2,500
Franchise Fee	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	99,938
Store Vouchers	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Depreciation	298	298	298	298	298	298	298	298	298	298	298	298	3,576
Total Expenses	13,435	12,735	12,735	12,735	12,735	12,735	12,735	12,735	12,735	12,735	12,735	12,735	153,520
Net Income	30,557	29,361	29,857	29,857	29,361	29,857	29,361	29,857	29,857	28,369	29,857	29,361	355,516
	362	210	(14,312)	(1,416)	(156)	4,122	5,488	7,376	19,601	6,105	11,981	4,873	44,234

City of Boynton Request for Proposal 3 Year Textile Recycling Initiative Detail Profit & Loss Statement

Year2	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	Total
Revenue													
Rack Goods 25%	26,525	25,136	10,471	23,130	24,232	29,361	30,369	33,327	45,538	31,132	38,574	30,280	348,075
Salvage 75%	5,012	5,027	5,386	5,880	5,557	5,298	5,176	4,651	4,910	4,032	4,102	4,639	59,670
Total Revenue	31,537	30,163	15,856	29,010	29,789	34,659	35,546	37,978	50,447	35,164	42,675	34,919	407,745
Expenses													
Salaried employees	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	85,975
Hourly employees	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	73,761
Total Salaries and Wages	13,311	13,311	13,311	13,311	13,311	13,311	13,311	13,311	13,311	13,311	13,311	13,311	159,736
Payroll Taxes													
FICA	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	12,220
Medicare	193	193	193	193	193	193	193	193	193	193	193	193	2,316
Social Security	825	825	825	825	825	825	825	825	825	825	825	825	9,904
Workers Comp	491	491	491	491	491	491	491	491	491	491	491	491	5,894
Total Payroll Taxes	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	30,334
Employee Benefits													
Health Insurance	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,842
Life Insurance	56	56	56	56	56	56	56	56	56	56	56	56	666
LTD	36	36	36	36	36	36	36	36	36	36	36	36	427
Total Employee Benefits	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	20,935
Other Expenses													
Industrial Supplies	258	258	258	258	258	258	258	258	258	258	258	258	3,090
Phone	42	42	42	42	42	42	42	42	42	42	42	42	507
Auto Insurance	217	217	217	217	217	217	217	217	217	217	217	217	2,601
Liability Insurance	7	7	7	7	7	7	7	7	7	7	7	7	81
Vehicle Leasing	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	25,405
Fuel	598	598	598	598	598	598	598	598	598	598	598	598	7,176
Vehicle Repairs	215	215	215	215	215	215	215	215	215	215	215	215	2,575
Franchise Fee	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	99,938
Store Vouchers	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Depreciation	298	298	298	298	298	298	298	298	298	298	298	298	3,576
	12,912	12,912	12,912	12,912	12,912	12,912	12,912	12,912	12,912	12,912	12,912	12,912	154,948
Total Expenses	30,496	30,496	30,496	30,496	30,496	30,496	30,496	30,496	30,496	30,496	30,496	30,496	365,953
Net Income	1,041	(333)	(14,640)	(1,486)	(707)	4,163	5,050	7,482	19,951	4,668	12,179	4,423	41,792

City of Boynton Request for Proposal
3 Year wTextile Recycling Initiative
Detail Profit & loss Statement

Year3	May-20	Junw20	Jul-20	Aug-20	SepM20	Oct-20	Novw20	Dec-20	Jan-21	Feb-21	Mar-21	AprM21	Total
Revenue													
Rack Goods 25%	27,056	25,639	10,680	23,592	24,717	29,949	30,977	33,994	46,448	31,755	39,345	30,886	355,037
Salvage 75%	5,112	5,127	5,493	5,998	5,668	5,404	5,280	4,744	5,008	4,113	4,184	4,732	60,863
Total Revenue	32,168	30,766	16,173	29,590	30,385	35,353	36,257	38,738	51,456	35,867	43,529	35,618	415,900
Expenses													
Salaried employees	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	88,554
Hourly employees	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	75,974
Total Salaries and Wages	13,711	13,711	13,711	13,711	13,711	13,711	13,711	13,711	13,711	13,711	13,711	13,711	164,528
Payroll Taxes													
FICA	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	12,586
Medicare	199	199	199	199	199	199	199	199	199	199	199	199	2,386
Social Security	850	850	850	850	850	850	850	850	850	850	850	850	10,201
Workers Comp	506	506	506	506	506	506	506	506	506	506	506	506	6,071
Total Payroll Taxes	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	31,244
Employee Benefits													
Health Insurance	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,842
Life Insurance	56	56	56	56	56	56	56	56	56	56	56	56	666
LTD	36	36	36	36	36	36	36	36	36	36	36	36	427
Total Employee Benefits	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	20,935
Other Expenses													
Industrial Supplies	265	265	265	265	265	265	265	265	265	265	265	265	3,183
Phone	43	43	43	43	43	43	43	43	43	43	43	43	522
Auto Insurance	217	217	217	217	217	217	217	217	217	217	217	217	2,601
Liability Insurance	7	7	7	7	7	7	7	7	7	7	7	7	81
Vehicle Leasing	2,181	2,181	2,181	2,181	2,181	2,181	2,181	2,181	2,181	2,181	2,181	2,181	26,167
Fuel	616	616	616	616	616	616	616	616	616	616	616	616	7,392
Vehicle Repairs	221	221	221	221	221	221	221	221	221	221	221	221	2,652
Franchise Fee	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	8,328	99,938
Store Vouchers	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Depreciation	298	298	298	298	298	298	298	298	298	298	298	298	3,576
	13,009	13,009	13,009	13,009	13,009	13,009	13,009	13,009	13,009	13,009	13,009	13,009	156,111
Total Expenses	31,068	31,068	31,068	31,068	31,068	31,068	31,068	31,068	31,068	31,068	31,068	31,068	372,818
Net Income	1,100	(302)	(14,895)	(1,478)	(683)	4,284	5,189	7,670	20,388	4,799	12,461	4,549	43,082

City of Boynton Request for Proposal
Three-Year Projected Revenue-

25%/75% Allocation	Year 1 Annual	Year 2 Annual	Year3 Annual	3YR Totals
Pounds/ bin/ Pick Up	250	255	260	765
Annual# of Pick ups	156	156	156	468
#of Bins	10	10	10	30
Total lbs/year	390,000	397,800	405,756	1,193,556
Rack 25%	341,250	348,075	355,037	1,044,362
Salvage 75%	58,500	59,670	60,863	179,033
Total Revenue	399,750	407,745	415,900	1,223,395

Boynton Textile RFP Response
Projected Revenue Adjusted by Seasonality

	May	June	July	August	September	October	November	December	January	February	March	April	Total
Year 1													
Rack	26,005	24,643	10,265	22,676	23,757	28,786	29,774	32,674	44,645	30,522	37,817	29,687	341,250
Salvage	4,914	4,928	5,280	5,765	5,448	5,194	5,075	4,560	4,813	3,953	4,021	4,548	58,500
Total Revenue	30,919	29,571	15,545	28,441	29,205	33,980	34,849	37,234	49,458	34,475	41,838	34,235	399,750
Year 2													
Rack	26,525	25,136	10,471	23,130	24,232	29,361	30,369	33,327	45,538	31,132	38,574	30,280	348,075
Salvage	5,012	5,027	5,386	5,880	5,557	5,298	5,176	4,651	4,910	4,032	4,102	4,639	59,670
Total Revenue	31,537	30,163	15,856	29,010	29,789	34,659	35,546	37,978	50,447	35,164	42,675	34,919	407,745
Year3													
Rack	27,056	25,639	10,680	23,592	24,717	29,949	30,977	33,994	46,448	31,755	39,345	30,886	355,037
Salvage	5,112	5,127	5,493	5,998	5,668	5,404	5,280	4,744	5,008	4,113	4,184	4,732	60,863
Total Revenue	32,168	30,766	16,173	29,590	30,385	35,353	36,257	38,738	51,456	35,867	43,529	35,618	415,900

City of Boynton Request for Proposal
Three- Year Projected Salaries and Benefits

Requ"red Staffing

Required Positions

FTE	Position	Salary	Medical	Life Ins	LTD	SS	WC	Medicare	FICA	Total SWB
1	Baler	17,680	3,968	45		1,096	652	256	1,353	25,050
1	Forklift Oper	17,680	3,968	45		1,096	652	256	1,353	25,050
1	Driver	22,880	3,968	70		1,419	844	332	1,750	31,263
0.5	TDA	12,025				746	444	174	920	14,309
1	Supervisor	25,000	3,968	75		1,550	923	363	1,913	33,791
1	Proj Manager	56,900	3,968	432	427	!:?. -	2,100	825	4,353	72,533
	Total SWB	152,165	19,842	666	427	9,434	5,615	2,206	11,641	201,996

		Year 1	Year 2	Year3	3 YR Totals
	Supervisor	56,900	59,731	61,523	178,154
	Proj Manager	25 000	26,244	27,031	78,275
Total S ary		81,900	85,975	88,554	256,429
	Baler	17,680	18,560	19,116	55,356
	Forklift Oper	17,680	18,560	19,116	55,356
	Driver	22,880	24,018	24,739	71,637
	TDA (PT)	12,025	12,623	13,002	37,650
Total Ho rly		70,265	73,761	75,974	220,000
	FICA	11,641	12,220	12,586	36,447
	Medkare	2,206	2,316	2,386	6,908
	SS	9,434	9,904	10,201	29,539
	Workers Comp	5,615	5,894	6,071	17,580
Total Ta es		28,896	30,334	31,244	90,474
	Health Ins	19,842	19,842	19,842	59,526
	Ufe Ins	666	666	666	1,998
	LTD	427	427	427	1,281
Total Be fits		20,935	20,935	20,935	62,805
Total SWB		201,996	211,005	216,707	629,708

City of Boynton Request for Proposal
Three- Year Projected Salaries and Benefits

Salary, Wages & Benefits- Year

	May	June	July	August	September	October	November	December	January	February	March	April	Annual Cost
$ 27.36 Proj Manager	4,833	4,677	4,833	4,833	4,677	4,833	4,677	4,833	4,833	4,365	4,833	4,677	56,900
$ 12.02 Supervisor	2,123	2,055	2,123	2,123	2,055	2,123	2,055	2,123	2,123	1,918	2,123	2,055	25,000
Total Salary	6,956	6,732	6,956	6,956	6,732	6,956	6,732	6,956	6,956	6,283	6,956	6,732	81,900
Hourly													
$ 8.50 Baler	1,502	1,453	1,502	1,502	1,453	1,502	1,453	1,502	1,502	1,356	1,502	1,453	17,680
$ 8.50 Forklift Oper	1,502	1,453	1,502	1,502	1,453	1,502	1,453	1,502	1,502	1,356	1,502	1,453	17,680
$11 Driver	1,943	1,881	1,943	1,943	1,881	1,943	1,881	1,943	1,943	1,755	1,943	1,881	22,880
$ 11.56 TDA (PT)	1,021	988	1,021	1,021	988	1,021	988	1,021	1,021	922	1,021	988	12,025
Total Hourly	5,968	5,775	5,968	5,968	5,775	5,968	5,775	5,968	5,968	5,390	5,968	5,775	70,265
Taxes													
FICA	989	957	989	989	957	989	957	989	989	893	989	957	11,641
Medicare	187	181	187	187	181	187	181	187	187	169	187	181	2,206
SS	801	775	801	801	775	801	775	801	801	724	801	775	9,434
Workers Comp	477	461	477	477	461	477	461	477	477	431	477	461	5,615
Total Taxes	2,454	2,375	2,454	2,454	2,375	2,454	2,375	2,454	2,454	2,217	2,454	2,375	28,896
Benefits													
Health Ins	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,842
Life Ins	56	56	56	56	56	56	56	56	56	56	56	56	666
LTD	36	36	36	36	36	36	36	36	36	36	36	36	427
Total Benefits	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	20,935
Total SWB	17,122	16,626	17,122	17,122	16,626	17,122	16,626	17,122	17,122	15,634	17,122	16,626	201,996

City of Boynton Request for Proposal
Three- Year Projected Salaries and Benefits

Salary, Wages & Benefits- Year

Year 1	May	June	July	August	September	October	November	December	January	February	March	April	Annual Cost
$ 28.72 Proj Manager	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	59,731
$ 12.62 Supervisor	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	2,187	26,244
Total Salary	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	7,165	85,975
Hourly													
$ 8.92 Baler	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	18,560
$ 8.92 Forklift Oper	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	1,547	18,560
$ 11.55 Driver	2,002	2,002	2,002	2,002	2,002	2,002	2,002	2,002	2,002	2,002	2,002	2,002	24,018
$ 12.14 TDA (PT)	1,052	1,052	1,052	1,052	1,052	1,052	1,052	1,052	1,052	1,052	1,052	1,052	12,623
Total Hourly	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	6,147	73,761
Taxes													
FICA	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	1,018	12,220
Medicare	193	193	193	193	193	193	193	193	193	193	193	193	2,316
55	825	825	825	825	825	825	825	825	825	825	825	825	9,904
Workers Comp	491	491	491	491	491	491	491	491	491	491	491	491	5,894
Total Taxes	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	2,528	30,334
Benefits													
Health Ins	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,842
Ufe Ins	56	56	56	56	56	56	56	56	56	56	56	56	666
LTD	36	36	36	36	36	36	36	36	36	36	36	36	427
Total Benfits	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	20,935
Total SWB	17,584	17,584	17,584	17,584	17,584	17,584	17,584	17,584	17,584	17,584	17,584	17,584	211,005

City of Boynton Request for Proposal
Three- Year Projected Salaries and Benefits

Salary, Wages&Benefits- Year

	May	June	July	August	September	October	November	December	January	February	March	April	Annual Cost
$ 29.58 Proj Manager	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	5,127	61,523
$ 13.00 Supervisor	2,253	2,253	2,253	2,253	2,253	2,253	2,253	2,253	2,253	2,253	2,253	2,253	27,031
Total Salary	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	7,380	88,554
Hourly													
$ 9.19 Baler	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	19,116
$ 9.19 Forklift Oper	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	1,593	19,116
$ 11.89 Driver	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	2,062	24,739
$ 12.50 TDA (PT)	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	13,000
Total Hourly	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	6,331	75,974
Taxes													
FICA	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	1,049	12,586
Medicare	199	199	199	199	199	199	199	199	199	199	199	199	2,386
55	850	850	850	850	850	850	850	850	850	850	850	850	10,201
Workers Comp	506	506	506	506	506	506	506	506	506	506	506	506	6,071
Total Taxes	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	2,604	31,244
Benefits													
Health Ins	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	1,654	19,842
Life Ins	56	56	56	56	56	56	56	56	56	56	56	56	666
LTD	36	36	36	36	36	36	36	36	36	36	36	36	427
Total Benfits	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	1,745	20,935
Total SWB	18,059	18,059	18,059	18,059	18,059	18,059	18,059	18,059	18,059	18,059	18,059	18,059	216,707

City of Boynton Request for Proposal
Other Operating Costs

Truck Rental Expense	Round Trip		Gallons
	Annual Cost 126' Penske Truck Fixed		
	1	1937.81	23,254
Penske Truck /Mile	7561.32	0.1866	1,411
Truck Cost	Year 1		24,665
	Year 2		25,405
	Year3		26,167
	Year 4		26,952
	Year 5		27,760

Estimates a 3% increase per year

Fuel Costs			
Projected Mileage/Day	48.47		
3x/week Miles	145.41	29.08 $	4,627.21
x2/week Monitoring	96.94	15 $	2,340.00
Total Weekly Mileage	242.35		6,967.21
Year 2	3%		7,176
Year 3	3%		7,392

Estimated Maintenance & Repair		
Year 1		2,500
Year 2	3%	2,575
Year 3	3%	2,652

Supplies	Bins Required	Cost Per/Bin	Total Cost
*Blue Poly Bins	20	300	6,000
	20	300	6,000

*Projected to replace 1/2 each year

Capital Needs	Bins Required	Per Unit Cost	Total Cost
480 gallon receptacles	10	1138	11,380
Concrete Slabs/Tie downs	10	400	4,000
**Wrap Bins	10	250	2,500
	30	1788	17,880
Useful Life (Mths)			60
Monthly Depreciation			298

Visual Samples of Recycling Collection and Donation Boxes

Gulfstream Goodwill Industries would use a white 400 lbs. textile recycle bin to ensure a clean, safe and welcoming experience for both the site and the residents who will be donating. The white donation bins also provides for clarity in the co-branding of The City of Boynton Beach's Textile Recycling Initiative and Gulfstream Goodwill Industries so that donors can fill assured their donations are going to worthy causes and changing lives.

Labeling would be placed on all four sides of the bin for visibility.

The image of the bins would also be used for marketing materials for residents and commercial businesses, as well as web site and social media promotions.

Example of proposed exterior labeling provided below, understanding the City of Boynton Beach of course has the final design decision that meets the needs of the city.

Size:	47.5" W x 39.5" D x 72.5" H
Weight:	400 lbs
Gallons:	480 Gallons
Material:	14 and 16 Gauge Powder Coated Galvanized Steel
	Usually Ships in 7-12 Business Days

- **The exterior labeling concept:**

Florida Statute Section 16, Section 496.4121 Addition on Collection Receptacles

The statute defines the Attended Donation Center and/or Unattended Donation Bins as "Collection Receptacles". And, further defines a Collection Receptacle as a receptacle used to collect donated clothing, household items, or other goods for resale.

The statute calls for the following:

1. A sign or label (Boynton Beach Logo, Goodwill Logo, Recycling Logo)
2. To be located on each side of the collection receptacle
3. Letters that are at least 3 inches in height and no less than one-half inch in width
4. In a color that contrasts with the color of the collection receptacle
5. The name of the business (for nonprofit) – **Gulfstream Goodwill Industries, Inc.**
6. The business address (for nonprofit and the location of the actual collection receptacle)
7. The business phone number (for nonprofit – A number where a person can be reached)
8. The 501c(3) registration number (**Registration #: CH1734**) with the following language: **A 501c(3) charitable organization. Tax-exempt status documentation available upon request.**

Note: As stated above, Gulfstream Goodwill Industries will defer the ultimate design to the City of Boynton Beach. Gulfstream Goodwill will provide the art work and of course ensure the labeling is to the satisfaction of the city before wrapping the donation bins.

City of Boynton Beach
Textile Recycling Franchise

Gulfstream Goodwill Industries
"Address of Donation Bin Location"
(561) 833-1693
Registration#: CH1734
A 501(c)3 Charitable Organization
Tax-Exemption status documentation available upon request.

Goodwill
Gulfstream Goodwill Industries

Gulfstream Goodwill Industries will defer the ultimate design to the City of Boynton Beach. Gulfstream Goodwill will provide the art work, while ensuring the labeling is to the satisfaction of the City before wrapping the donation bins.

Gulfstream Goodwill Community Engagement Department will create the design with either the above example or with any changes the City of Boynton Beach would prefer.

Our initial recommendation, the white donation bins provide a clean contrast to the colors and brightness of the City of Boynton Beach brand. The donation bins are clean, safe and attractive for the location sites and for the residents who are seeking an amazing customer service experience. The appearance, as it should, offers a rewarding experience associated with recycling and giving back to the community!

Public Information

Through textile recycling...help our environment and our City's community needs!

Gulfstream Goodwill Industries already has a Community Engagement Department, which is staffed with a:

1) Vice President, Community Engagement
2) Director of Marketing
3) Director of Community Engagement
4) Director of Development

Gulfstream Goodwill Industries also currently has the marketing and development infrastructure in place and ready to begin work should our organization be selected for the RFP contract.

For us, the possibilities are exciting and would be easily implemented through our established social media and media reach to include within the City of Boynton Beach. In collaboration with our assigned staff, the City of Boynton Beach event schedule and ensuring residents and businesses are educated about the textile recycling initiative; our Director of Marketing would incorporate the initiative, pick-ups, recognition and testimonials to our media marketing plan, which would specifically target the City of Boynton Beach.

The Director of Community Engagement, already tasked with corporate development would work directly with our assigned staff, business and The City of Boynton Beach to provide marketing flyers, posters and educational opportunities throughout the year. An emphasis would be placed on promoting the textile recycling initiative throughout the year.

The Director of Development would also assist in working with the Director of Community Engagement, Director of Marketing and our assigned staff to the City of Boynton Beach textile recycling initiative for designated events the City has during the years.

Cooperation and collaboration with the City of Boynton Beach would require occasional meetings where City events could help elevate the awareness of the textile recycling initiative and simultaneously be used as potential donation drop-off locations for textile items.

Gulfstream Goodwill Industries is proposing in our timeline an initial meeting, if selected as the contractor, to further discuss how our current marketing staff can benefit the City of Boynton Beach's Scope of Work.

Examples of creative textile recycling marketing initiatives in Palm Beach County (Broward County is in the Miami/Dade, Goodwill of South Florida jurisdiction) are many. Through business development, Gulfstream Goodwill is fortunate to have many community and business partners in Palm Beach County. Below are some examples specific to creative textile recycling marketing initiatives with a few of our community business partners.

Generally, the below concepts could be easily implemented at any of the City of Boynton Beach events for the year emphasizing and encouraging textile recycling drop, which is incentivized or the just having the event themed for textile recycling.

- **South Florida Fair**: Each year Gulfstream Goodwill Industries partners with the South Florida Fair for Goodwill Wednesdays. Through marketing by both the South Florida Fair and Gulfstream Goodwill Industries, media marketing offers Buy One, Get One (BOGOs) free for three gently used clothing items. Gulfstream Goodwill provides trucks and personnel to collect the clothing items and pass out the BOGOs to fair goers who bring the clothing items. This has been a very successful initiative and partnership.

- **Roger Dean Stadium**: For many years, Gulfstream Goodwill Industries has partnered with Roger Dean Stadium by both entities marketing Goodwill Nights. Two games during the season, free tickets are provided to those fans bringing three gently used items to the game. Gulfstream Goodwill provides the donation bins, trucks and personnel to collect the gently used clothing items and pass out the free tickets. Another very successful textile recycling initiative. In conjunction with the Goodwill Nights, Roger Dean Stadium hosts the Abacoa Yard sale during one of the annual days. For all the Abacoa residents who do not sale all their items, Gulfstream Goodwill is the recipient of their remaining items, much of which is also textile.

- **Community Recycling Program**: Another successful initiative is our community recycling program, which is an outreach to corporate and community entities. Gulfstream Goodwill provides donation bins and/boxes for employees or community members depending on the organization for an announced period of time from 1 to 3 weeks. As a green initiative, Gulfstream Goodwill assist the organization in marketing the textile donation drives with posters, flyers and payroll stuffers in advance to motivate the employees. Some examples of reoccurring partners are Florida Power and Light, Florida Atlantic University, Palm Beach State College, Palm Beach County School District and various churches throughout the county.

Submittal Forms

Please see RFP attachments for both required submittal forms and additional documentation:

a. Proposer's Acknowledgment
b. Addendum(s)
c. Statement of Proposer's Qualifications
d. References
e. Anti-Kickback Affidavit
f. Non Collusion Affidavit of Prime Proposer
g. Confirmation of Minority Owned Business
h. Confirmation of a Drug Free Workplace
i. Acknowledgement of PBC Inspector General
j. City of Boynton Beach Local Business Status
k. Schedule of Sub-consultants
l. Draft Agreement
m. Business Tax Receipt – Palm Beach Gardens
n. Business Tax Receipt – City of West Palm Beach
o. Business Tax Receipt – Palm Beach County
p. 2017 FL State Non Profit Corporation Annual Report Filing
q. Department of Treasury IRS EIN Letter
r. Florida Department of Agriculture & Consumer Affairs
s. Florida Department of Revenue Certificate of Exemption
t. Boynton Beach 2 Year Residential Pick-up History
u. Gulfstream Goodwill Industries Donated Goods SOP
v. Gulfstream Goodwill Industries Salvage SOP

REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

PROPOSER ACKNOWLEDGEMENT

Submit RFP's To: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

RFP Title: **TEXTILE RECYCLING FRANCHISE**

RFP Number: **009-1210-18/IT**

RFP Received By: **MARCH 12, 2018, NO LATER THAN 2:30 P.M.**

RFP's will be opened in Procurement Services unless specified otherwise. RFP receiving date and time is scheduled for: **MARCH 12, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the City.

Name of Firm: Gulfstream Goodwill Industries, Inc.

Federal I.D. Number: 59-1197040

A Corporation of the State of: Florida

Area Code: 561 Telephone Number: 848-7200

Area Code: 561 FAX Number: 214-8720

Mailing Address: 1715 Tiffany Drive East

City/State/Zip: West Palm Beach, FL 33407

E-mail Address: tanck@gulfstreamgoodwill.org

Marvin A. Tanck
Authorized Signature

Marvin A. Tanck
Name Typed

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

RFP TITLE: "TEXTILE RECYCLING FRANCHISE"

RFP NO.: 009-1210-18/IT

DATE SUBMITTED: February 28, 2018

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: THE CITY OF BOYNTON BEACH

we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
No. 1	March 2, 2018		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1
"TEXTILE RECYCLING FRANCHISE"

RFP No.: 009-1210-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Brian Edwards
PRINT NAME OF AUTHORIZED REPRESENTATIVE

Brian Edwards
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Gulfstream Goodwill Industries
NAME OF COMPANY

3/2/2018
DATE

STATEMENT OF QUALIFICATIONS

Each qualifier proposing on work included in these General Documents shall prepare and submit the data requested in the following schedule of information.

This data must be included in and made part of each RFP document. Failure to comply with this instruction may be regarded as justification for rejecting the RFP response.

* attach additional sheets giving the information

1. Name of Qualifier: Gulfstream Goodwill Industries, Inc.

2. Business Address: 1715 Tiffany Drive East
West Palm Beach, FL 33407

3. When Organized: 1966

4. Where Incorporated: 1966

5. How many years have you been engaged in business under the present firm name? 51

6. General character of work performed by your company. Gulfstream Goodwill Industries, Inc. collects donated textile by processing, repurposing or recycling in the Outlet Centers where the donated items are sent to the retail thrift stores or salvage to help generate revenue for programs and services in the community.

34. Enclose evidence of possession of required licenses and/or business permits.

8. Number of employees. 1,000

9. Background and experience of principal members of your personnel, including officers. * (Included in Tab 2)

10. Bonding capacity, if applicable. Not applicable, but yes if required.

11. Have you ever defaulted on a contract? If so, where and why?* No.

12. Experience in performance of work similar in importance to this project.

Project	$ Value	Contact Name	Phone #
*Annual Retail Sales	$31,895,304	Marvin A. Tanck	561-848-7200
*Annual Salvage/Recycling	$1,228,331	Marvin A. Tanck	561-848-7200
(*Gulfstream Goodwill			
Industries Outlet Centers)			

13. Contracts on hand. * No current textile recycling contracts. Numerous business certificates throughout the 5 county jurisdictions with county and municipal entities.

14. Largest completed projects (include final cost).

1) Not applicable due to not having textile recycling contracts.

2)

3)

15. List all lawsuits (related to similar projects) or arbitration to which you have been a party and which: *

1) arose from performance: * None.

2) occurred within the last 4 years: * Not applicable.

3) provide case number and style: * Not applicable.

Dated at: Gulfstream Goodwill Industries, Inc.

this 12th day of March 20 18

By: Marvin A. Tanck
(written signature)

Name: Marvin A. Tanck
(printed or typed)

Title: President

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

References

Given the above background and experience outlined for Gulfstream Goodwill Industries in textile recycling, we obviously do not have unattended donation bins in Palm Beach County for the reasons and rationale provided in Tab 2, paragraph 3. Goodwill has, like for decades in Palm Beach County, has always had the ability to provide and service unattended donation bins. Therefore, as the largest textile recycler in Palm Beach County, our projects with similar scope specified below with our references, each more than agreeable to respond to an inquiry by the City of Boynton Beach, highlight our current business model in providing free home pick-up, retail store missions and attended donation centers.

The transition back to unattended donation bins for Gulfstream Goodwill Industries in the City of Boynton Beach would be an easy, quick and seamless transition and addition to what we really do throughout the county with our current operations.

Equally important, the revenue generated through the City of Boynton Beach's textile recycling program will bring the revenue and resources back to the Boynton Beach community, while continuing to help Gulfstream Goodwill Industries continue to provide the high level of services and programs we already provide.

Gulfstream Goodwill Industries' Reference Authorizations

a. Organization name: **City of Palm Beach Gardens**
b. Organization address: 10500 N. Military Trail, Palm Beach Gardens, FL 33410
c. Contact name: Niki Spencer, Operations Manager
d. Contact phone and fax number: phone: 561-804-7011; fax: 561-799-2101
e. Contact email address: nspencer@pbgfl.com
f. Dates of service: Gulfstream Goodwill opened its retail thrift store in Palm Beach Gardens in 1997, with no break in operations, only additions and a location change – Northlake Store and Vintage Shoppe. Still in operation.
g. Scope of work: Gulfstream Goodwill Industries has one retail thrift store accepting textile donations in the City of Palm Beach Gardens, as well as providing free home pick-up to residents. Still in operation.

a. Organization name: **City of West Palm Beach**
b. Organization address: 401 Clematis Street, West Palm Beach, FL 33401
c. Contact name(s): Jeri Muoio, Mayor
d. Contact phone and fax number(s): 561-822-1400/ 561-822-1424
e. Contact email address: jmuoio@wpb.org
f. Dates of service (start and end): Gulfstream Goodwill opened our first of three locations in the City of West Palm Beach in 1966, with no break in operations, only additions and location changes). Still in operation.
g. Scope of work (brief description): Gulfstream Goodwill Industries has two retail thrift stores accepting textile donations and one donation centers accepting textile donations in the City of West Palm Beach, as well as providing free home pick-up to residents. Gulfstream Goodwill Industries headquarters is also located in West Palm Beach along with our West Palm Beach Rehabilitation Center and The Lighthouse for the Blind of the Palm Beaches, Deaf Services and Transitional Housing Programs.

a. Organization name:- **Town of Jupiter**
b. Organization address:- 210 Military Trail, Jupiter, Florida, 33458
c. Contact name(s):Sally Boylan, Town Clerk
d. Contact phone and fax number(s): 561-741-2217 (direct) 561-741-2547 (fax)
e. Contact email address: sallyb@jupiter.fl.us
f. Dates of service (start and end): Gulfstream Goodwill opened first of two in the Town of Jupiter in 1993, with no break in operations, only additions and location changes). Still in operation.
g. Scope of work (brief description): Gulfstream Goodwill Industries has one retail thrift store accepting textile donations and two donation centers accepting textile donations in the Town of Jupiter, as well as providing free home pick-up to residents.

REFERENCES FOR Gulfstream Goodwill Industrie, Inc.
(NAME OF FIRM)

Company Name: City of Palm Beach Gardens		
Address: 10500 N. Military Trail Palm Beach Gardens, FL 33410		
Contact Name: Niki Spencer, Operations Manager		
Phone: 561-804-7011	Fax: 561-799-2101	E-Mail: nspencer@pbgfl.com
Company Name: City of West Palm Beach		
Address: 401 Clematis Street West Palm Beach, FL 33401		
Contact Name: Mayor Jeri Muoio		
Phone: 561-822-1400	Fax: 561-822-1424	E-Mail: jmuoio@wpb.org
Company Name: Town of Jupiter		
Address: 210 Military Trail Jupiter, FL 33458		
Contact Name: Sally Boylan		
Phone: 561-741-2217	Fax: 561-741-2547	E-Mail: sallyb@jupiter.fl.us
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Marvin A. Tanck
NAME - SIGNATURE

Sworn and subscribed before me
this 12th day of March, 20 18

Printed Information:

Marvin A. Tanck
NAME

President
TITLE

Kathy J. Griffis
NOTARY PUBLIC, State of Florida
at Large

Gulfstream Goodwill Industries, Inc.
COMPANY

Kathy J. Griffis
Commission # FF995191
Expires: May 29, 2020
Bonded thru Aaron Notary

"OFFICIAL NOTARY SEAL" STAMP

NON COLLUSION AFFIDAVIT OF PRIME

State of Florida)
:
County of Palm Beach)

Marvin A. Tanck, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Gulfstream Goodwill Industries,Inc. (Name of Corporation or Firm), the qualifier

who has submitted the attached **RFP No. 009-1210-18/IT for TEXTILE RECYCLING FRANCHISE.**

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said qualifier nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other qualifier, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other qualifier, firm or person to fix the price or prices in the attached RFP or of any other qualifier, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Marvin A. Tanck

(Title) President

Subscribed and sworn to before me Kathy J. Griffis

This 12th day of March, 20 18

My commission expires 5/29/2020

Kathy J. Griffis
Commission # FF995191
Expires: May 29, 2020
Bonded thru Aaron Notary

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CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ Yes X No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

(X) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _X_

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) 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.

2) Inform employees about the dangers of drug abuse in the workplace, the business'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.

3) Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) 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.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Marvin A. Jones

Firm's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Gulfstream Goodwill Industries, Inc.
CONTRACTOR NAME

Marvin A. Tanck

By Marvin A. Tanck

Title: President

Date: March 12, 2018

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, Marvin A. Tanck, the President of
(Name of officer of company) (Title of officer of company)

Gulfstream Goodwill Industries, Inc., located at 1715 Tiffany Drive East, West Palm Beach, FL 33407
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS: Gulfstream Goodwill Industries, Inc.			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO X	Number of Years:
2. Does the business have a business tax receipt issued in the current year?	YES	NO X	Business License Number:
3. Is the business registered with the Florida Division of Corporations?	YES X	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Marvin A. Tanck Signature: Marvin A. Tanck

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

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TEXTILE RECYCLINE FRANCHISE
RFP No.: 009-1210-18/IT

SCHEDULE OF SUB-CONSULTANTS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name of Sub-Consultant	Address of Sub-Consultant	License No.:	Contract Amount	Percentage (%) of Contract
None				

Signature Marvin A. Lanch

Date: March 12, 2018

Title/Company President, Gulfstream Goodwill Industries, Inc.

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

"DRAFT"

SUBJECT TO REVISIONS PRIOR TO SIGNING.
AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND TEXTILE RECYCLING FRANCHISE

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and Gulfstream Goodwill Industries, Inc., hereinafter referred to as "FRANCHISEE", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Firm is retained by the City to perform professional services in connection with the **RFP FOR TEXTILE RECYCLING FRANCHISE; RFP No.: 009-1210-18/IT.**

2. SCOPE OF SERVICES. Firm agrees to perform the services, identified in **Section II – Scope of Services** and attached hereto as Exhibit A.

3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the Franchisee to proceed. Franchisee shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

4. TERM: This Agreement shall be for a period of three (3) years commencing on the date the Agreement is executed by the City. The City of Boynton Beach may extend the contract with the same terms and conditions for an additional three (3) year renewal term subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. COMPENSATION: The Franchisee shall pay to the City, in compliance with the pricing schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced RFP.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. Franchisee shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Franchisee shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Franchisee's own employees, or damage to property occasioned by a negligent act, omission or failure of the Franchisee.

9. INSURANCE. Successful Franchisee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurances:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during course of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with State Statutory limits, as may be amended from time to time, the "Workers' Compensation Law" of the State of Domicile, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Franchisee and the City agree that the Franchisee is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Franchisee nor any employee of Franchisee shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Franchisee, or any employee of Franchisee.

11. COVENANT AGAINST CONTINGENT FEES. The Franchisee warrants that he or she has not employed or retained any company or person, other than a *bona fide* employee working solely for the Franchisee, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Franchisee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Franchisee, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Franchisee shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Franchisee.

    b. In the event of the death of a member, partner or officer of the Franchisee, or any of its supervisory personnel assigned to the project, the surviving members of the Franchisee hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Franchisee and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

Notices to Franchisee shall be sent to the following address:

Marvin A. Tanck
1715 Tiffany Drive East
West Palm Beach, FL 33407

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Franchisee and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Franchisee.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Lori LaVerriere, City Manager

_____
Franchisee

Attest/Authenticated:

_____
Title

_____
Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

_____
James A. Cherof, City Attorney

_____
Secretary

CITY OF PALM BEACH GARDENS

BUSINESS TAX RECEIPT

No: 008899

10500 N. MILITARY TRL, PALM BCH GARDENS, FL 33410

EXPIRES SEPTEMBER 30, 2018

Name: GULFSTREAM GOODWILL INDUSTRIES INC

Address: 4224 NORTHLAKE BLVD
PALM BEACH GARDENS, FL 33410

Activity: RETAIL - CLOTHING/FURNITURE

Clothing/Apparel

Issued to: GULFSTREAM GOODWILL INDUSTRIES INC
1715 E TIFFANY DR
WEST PALM BEACH, FL 33407

2017 / 2018

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS
Per City Code Sec. 66-441

Yenti Cortez
CERTIFIED BUSINESS TAX OFFICIAL

CITY OF WEST PALM BEACH
DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

OCT 03 2017

Attached is your 2017-2018 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 OR FAX (561) 805-6676 / HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

CITY OF WEST PALM BEACH

2017 to 2018 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

[illegible]
GULFSTREAM GOODWILL INDUSTRIES
5400 S DIXIE HWY

THRIFT STORE
NOT FOR PROFIT
NON-PROFIT

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
80455	453310	USED MERCHANDISE STORE (EXCEPT PAWN)	0.00
80456	COU	CERTIFICATE OF USE	20.00

EXPIRES
SEPTEMBER 30,
2018

TOTAL→ 20.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

** PAID 20.00 ** BAL ** 0.00

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

2076 N HAVERHILL RD
WEST PALM BEACH, FL 33417

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
44-0058 VARIETY STORE	GULFSTREAM GOODWILL INDUSTRIES INC		B18.48951 - 10/30/17	$106.50	B40170184

This document is valid only when receipted by the Tax Collector's Office.

GULFSTREAM GOODWILL INDUSTRIES INC
GULFSTREAM GOODWILL INDUSTRIES INC
1715 TIFFANY DR E
WEST PALM BEACH, FL 33407

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201580526
EXPIRES: SEPTEMBER 30; 2018

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

2017 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 711046

FILED
Feb 09, 2017
Secretary of State
CC3455989486

Entity Name: GULFSTREAM GOODWILL INDUSTRIES, INC.

Current Principal Place of Business:

1715 TIFFANY DR E
WEST PALM BEACH, FL 33407-0224

Current Mailing Address:

1715 TIFFANY DR E
WEST PALM BEACH, FL 33407-0224 US

FEI Number: 59-1197040

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TANCK, MARVIN A
1715 TIFFANY DR. E
WEST PALM BEACH, FL 33407-0224 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P, CEO	Title	VP, CFO
Name	TANCK, MARVIN A	Name	STEFF, SHERRY
Address	1715 TIFFANY DR E	Address	1715 TIFFANY DR E
City-State-Zip:	W PALM BCH FL 33407	City-State-Zip:	WEST PALM BEACH FL 33407-0224

Title	VP
Name	SPENCER, KATHRYN
Address	1715 TIFFANY DR E
City-State-Zip:	WEST PALM BEACH FL 33407-0224

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHERRY STEFF — VP, CFO — 02/09/2017

Electronic Signature of Signing Officer/Director Detail — Date

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248462390
Oct. 07, 2011 LTR 4168C E0
59-1197040 000000 00
00014582
BODC: TE

GULFSTREAM GOODWILL INDUSTRIES INC
% SHERRY STEFF
1715 TIFFANY DRIVE EAST
WEST PALM BEACH FL 33407-3224

001014

Employer Identification Number: 59-1197040
Person to Contact: MR. PATTERSON
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Sep. 28, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in JULY 1967.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

1-800-HELP-FLA (435-7352)
www.800helpfla.com
www.freshfromflorida.com

DIVISION OF CONSUMER SERVICES
2005 APALACHEE PKWY
TALLAHASSEE FL 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

May 17, 2016 **Refer To: CH1734**

GULFSTREAM GOODWILL INDUSTRIES, INC.
1715 E TIFFANY DR
WEST PALM BEACH, FL 33407-3224

RE: GULFSTREAM GOODWILL INDUSTRIES, INC.
REGISTRATION#: CH1734
EXPIRATION DATE: May 30, 2017

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Tom Kenny

Tom Kenny
Regulatory Consultant
850-410-3681
Fax: 850-410-3804
E-mail: thomas.kenny@freshfromflorida.com

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012567199C-4	05/31/2014	05/31/2019	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

GULFSTREAM GOODWILL INDUSTRIES INC
1715 E TIFFANY DR
WEST PALM BEACH FL 33407-3224

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

City of Delray Beach
2 Year Home Pick-up History

	2016	2017	
January	119	90	209
February	150	105	255
March	142	128	270
April	142	102	244
May	139	102	241
June	103	97	200
July	112	84	196
August	105	109	214
September	113	55	168
October	141	61	202
November	154	72	226
December	162	63	225
Total	1582	1068	2650

GOODWILL INDUSTRIES WORK INSTRUCTIONS

UNIT: RETAIL	DOCUMENT NO. RD-800	PAGE 1 OF 9
DOCUMENT NAME: Receiving Donations	EFFECTIVE DATE:10/23/06	REVISION: B DATE: 08/19/14
PREPARED BY: Dorett Williams	APPROVED BY: Carlton Moore, Vice President, Operations and Retail	DEVELOPED BY: Judy Hancock, Senior Director of Retail Sales

1.0 PURPOSE

The purpose of this work instruction is to give a detailed account of how donations are received and presorted in the Retail Stores and Attended Donation Stations.

2.0 GENERAL AUTHORITY AND RESPONSIBILITY

The Director of Donations or his/her designee has the responsibility and authority to resolve any Donation and Presorting situations not addressed by this procedure.

3.0 REFERENCE DOCUMENTS

RD-801 ADC Floor Plan
RD-802 Items Goodwill Does not Accept
RD-803 Donor Log
RD-804 Donation Receipt/Tax Receipt
IDC Floor Plans
Store Backroom Floor Plan
Current Boutique Bin Procedures
Bin Tracking Form
Protection of Personal Information Procedures

4.0 SUPPLIES

All the supplies and equipment you need to do your job effectively and efficiently will be furnished to you by Gulfstream Goodwill. If you are missing or low on an item, please submit a supply requisition form. The following supplies should be in stock:

Supply and Equipment List
Broom and Dust Pan
Rubber Bands
Donor Log
Goodwill Employee Manual
Lunch/Break Form
Dolly/Hand Truck
Donation Receipts
Fire Extinguisher (current inspection and Pin in place)
First Aid Kits, Gloves, Back belts
Black Shrink Wrap

ADC Only
Bin labels Masking Tape
Items Goodwill cannot accept
Donation Receipts
Maps/Mission Statement
Felt Tip Markers
Clear Trash Bags
First Aid Kit
Black Shrink Wrap
Pencils and Pens
Fire Extinguisher (current inspection and pin in place)

IDC Supplies
In Addition to ADC Supply list, the IDC will need:
Cleaning Supplies
Paper Towels
Toilet Paper
Fire Extinguisher (current inspection and pin in place)
Current Fair Labor

[Type text]

"Items Goodwill Cannot Accept" Flyer Black Magic Markers White & Red Masking Tape Cameras/Film	Current Fair Labor Law poster	Law poster

5.0 RECEIVING DONATIONS

5.1 Introduction

Donors. Our donors are vital to Gulfstream Goodwill. Without donors, Goodwill and your job would not exist. We would not have anything to sell in our stores and therefore we would not have the money to provide services or pay our employees. Donors are the lifeblood of Gulfstream Goodwill!

Gulfstream Goodwill Employees. When people see the Goodwill employee, they see Goodwill. It's true. Most of our donors will probably never know anyone from Goodwill except you. Therefore, it is up to you to make the very best impression in those few minutes you spend with each donor.

The position of a Goodwill employee is very important to the success of Gulfstream Goodwill Industries, Inc. Our continued operations are directly related to the donations you receive. This work instruction was prepared to help you perform your job to the very best of your ability as we work together to fulfill Goodwill's mission of service.

Donations. All donated items are considered the property of Gulfstream Goodwill Industries, Inc. The items belong to Goodwill the moment the donor arrives. If for any reason a donor offers you an item as a personal gift, you are to immediately refuse. You can only accept the item(s) on behalf of Gulfstream Goodwill Industries, Inc. Accepting donated items as gifts or taking donated items for personal use by employees is strictly prohibited and may result in disciplinary action up to and including termination. In other words, theft by employees will not be tolerated.

Who Does Gulfstream Goodwill Serve? "Gulfstream Goodwill Helps Change People Lives who have disabilities and economic disadvantages through the power of work".

5.2 Beginning the Workday

The receiving area, whether it is at the ADC/IDC or Store, is the first step in the flow of donation processing. It is essential to have ample and clear floor space available to avoid any bottleneck that would interrupt the process flow (e.g. overflow bins).

If you are working the first shift, when you arrive at the site in the morning immediately put any donations that may have been dropped off after hours inside the station.

5.3 Donor Service

Greet the donor promptly and cheerfully. If you are in the donation center, be aware when a donor arrives and immediately set aside your work walk out to the vehicle and greet the donor.

Assist the donor to the best of your ability. The donor has brought the items for donation; it is your job to get these items into the center. Let the donor know you are glad that he/she chose to donate the items to Gulfstream Goodwill. After all, the donor could have donated to other agencies.

Be courteous and friendly. Remember this donor has gone through the trouble of packing the items in their car or truck and has driven all the way to the donation site. Let the donor know that Gulfstream Goodwill appreciates the donation.

5.4 Undesirable Donations

If the donor brings something that you know we cannot use, do not accept the item explain why and give the donor one of the "Items Gulfstream Goodwill Cannot Accept" flyer that explains why we do not accept certain items. This will make the donor aware of those items that we cannot use in the event the donor makes future donations.

Associates must be familiar with the types of items Gulfstream Goodwill Industries, Inc. prefers not to accept, which are listed on the "Items Goodwill Cannot Accept" flyer. A few examples of items not accepted are stoves, refrigerators, washers and dryers, and soiled mattresses. Try not to upset or insult the donor whenever this occurs. Thank them for thinking of Goodwill Industries (see attached flyer).

Treat all donations with respect. Donors expect you to handle the donations that they bring to your site with care. Do not place donations into bins until after the donor has left. Clothing items on hangers (suits, shirts, etc.) should be temporarily placed on the hanging bar until presorted.

Hangers should be removed, garments folded, and then placed into the proper bin. Donations in boxes or bags (even those in garbage bags) should be removed from the bags and items should be individually placed into the bins. Using care when presorting will protect the value of merchandise for sale in the stores. In addition, individual careful placement will allow more items to fit into the bins.

Do not ever use the words "junk", "trash", or "salvage" when talking about donations. Do not throw donations into the center but instead place them inside the donation center. Never "shop through" donations. All donations are the property of Gulfstream Goodwill. Every item must be sorted and placed in the appropriate bin.

Bring donations immediately into the ADC or store location. Donations should not be left outside for any reason.

5.5 Receipts.

After the donations have been unloaded from the vehicle, offer the donor a donation receipt. You should be prepared to explain the information that is required to fill out the receipt. (Please see the filled in example in the Retail Operations Manual.) If the donor asks you to write a dollar value on the receipt, you must explain that according to IRS regulations, establishing a dollar value on donated items is the exclusive responsibility of the donor.

Give the donor a Mission Statement.

5.6 Thank the Donor

Always thank the donor for donating to Gulfstream Goodwill Industries Inc.

5.7 Handling Complaints and Problems

Apologize for the trouble, not the policy. A simple, "I'm sorry for the trouble you have experienced", may be sufficient, Explain the policy, rather than saying "That's just the way it is." If a donor is unhappy because he/she wants us to itemize or put a value on the donation, explain that IRS regulations prohibit Gulfstream Goodwill from doing this and show them the statement on the Donation Receipt. Make sure that you have an adequate supply of Donation Receipts on hand. This item is one of your most important supplies on the supply list.

Let the donor know you understand that they are upset. Do not say "I understand how you feel" but instead say, "I understand that you are upset" and take it from there.

Follow-up. Before the donor leaves, ask him/her if they feel the problem has been resolved. If they are still not satisfied, suggest that they call the ADC Supervisor or the Director of Donations, offer them the phone number.

Fill out Daily Donation Tracking Form immediately after each Donor leaves.

5.8 Hours of Service

ADCs/IDCs must be open and stay open during business hours. When you take a break, it is very important to use the "break/lunch sign and return at the scheduled time.

Our donors depend on us to honor our posted hours of service. If donors bring their donation to us, they should be confident that we will be available to accept it. Nothing frustrates a donor more than to arrive at a station and find it closed or unattended. One bad experience may prevent the donor from supporting Gulfstream Goodwill in the future.

5.9 Presorting

The presorting function assures a smooth flow of donations to our stores and the Grading and Inspection process. Simple categories are outlined to aid a smooth presorting flow.

Employees are trained for rapid handling of donations into the proper container. These basic functions are performed at the ADC/IDC stations as well as the Retail Stores.

Presorting allows the grading and inspections function to concentrate on the quality of each particular type of donation.

5.9.1 Presorting Clothes/ADC/IDC

Textiles - includes clothing (men's, ladies', children's) and linens (bedspreads, sheets, blankets, pillows, pillow cases, towel, etc.)

Presorting will eliminate items that need to be discarded as trash. Salvage/trash includes wet, musty smelling textiles, items that are so badly stained or damaged that they cannot be repaired.

Before placing clothes/textiles, all hangers and safety pins MUST be removed. All drapes and curtains MUST be inspected for hangers and hooks, which MUST be removed. Only one bin at a time should be used for processing clothing/textiles. Fill one bin completely before starting another one. Try to avoid placing donations that have not been presorted into a bin.

Because of space constraint the ADC's do not have salvage bins.

5.10 IDC Salvage Softline and Hardline Bin Procedure:
Softline items that are damaged (ripped, stained, worn, wet) are to be placed in Softline Salvage Bin. Softline items include clothing and linens.

The salvage hardline bin will be set-up as follows:
1 box labeled "Salvage Shoes"
1 box labeled "Salvage Purses"
1 box labeled "Salvage Hats"
1 box labeled "Salvage Belts"

Place salvage grade shoes, purses, hats and belts into the appropriate box in the Hard Line Salvage Bin.

All other "Salvage" items are to be placed in trash can.

5.11. IDC Sorting of Electronic Items.
The item is to be tested in the IDC. If the item is working; place the item in the hardline bin. If the item is not working, cut the cord and place in the trash bin.

5.12. IDC Sorting of Computers and Peripherals:
Place all computer and peripherals in a bin labeled "Computers". Peripherals include keyboards, monitors, mouse, printers etc.

5.13. Boutique Quality Clothing Sorting
- Open bags and boxes to determine quality
- Refer to boutique label list
- Check garment for rips, stains, and odors
- Remove all hangers
- Separate clothing and put into boutique bin
- Place clothing onto right side of bin neatly folded
- All clothing consists of ladies, men's, and children's

5.14 Boutique Accessory Sorting
- Accessories consist of shoes, belts, purses, ties, and gloves
- Refer to boutique label list.
- Accept new, slightly worn shoes, belts, purses
- Preview soles, insides of shoes for slightly worn condition
- Place accessories into boxes or bags into boutique bin

6.0 BOUTIQUE BIN PROCEDURE

Effective today, Wednesday, September 11, 2013, the following procedures are to be taken to secure the merchandise inside the boutique bins before they leave your store, IDC or ADC sheds.

6.1 When the boutique bin is full or otherwise ready for transportation to pick it up, please cover the bin with a blanket (see picture below).

6.2 Take the roll of the black shrink wrap provided to you by your Supervisor and wrap the Blanket to the bin as seen in the picture below.

6.3 After the bin is secured with the blanket and the shrink wrap, also go around the bin with the boutique red tape and properly mark the bin.

6.4 Please ensure you place a label of your store or location inside and outside the bin (2) labels.

6.5 Store Managers: It is your responsibility, (not the drivers') to ensure the boutique bins are secured before they leave your store.

Should you need further information and or clarification concerning this procedure, please Contact your District Manager.

Boutique Bins to be routed to the Jensen Beach Store:

Stores:
Sebastian, Vero, Oslo, St. Lucie West, Palm City and Palm City ADC.

On the red tape securing the shrink wrap, please write:
To Jensen Boutique Store/Attn: Judy Hancock

6.6 Wares

- Refer to boutique wares list
- Place all wares onto left side of bin
- Discard all broken glass
- If collectible or antique, place into boutique bin
- The condition of an antique may be in a distressed condition, place into boutique bin for boutique processor to determine if saleable
- Place all wares into boxes or bags
- Use newspapers, salvage t-shirts to wrap wares
- If an item is of high end value, contact ADC Supervisor to assure proper handling

6.7 Children's Books and Misc.

- Open all bags and boxes to determine quality items
- Select new and slightly new toys, books into boutique bin

6.8 Jewelry, Cell Phones, Sun Glasses and Eye Glasses

- Place all jewelry into shoe boxes, labeled with ADC location and secured with red tape
- ADC/IDC Supervisor will pick up the shoe boxes containing jewelry, glasses and phones.
- The Supervisor will complete a 3-part tracking slip that the Attendant and Supervisor will sign. The pink copy will stay in the ADC/IDC.

6.9 Linens

- Open all boxes and bags
- Refer to boutique wares list
- Place linens into bin neatly folded into labeled bin

6.10 Food

- All donated food items (non-perishables) are to be placed inside an empty eBooks tote with a lid. Make sure the food totes are secured before placing them inside the boutique bins.

7.0 COMMUNICATION

- Call in daily to dispatch with donor, bin, and boutique counts
- Call ADC/IDC Supervisor if center needs additional clean outs
- Call ADC/IDC Supervisor if high end valuables need to be transported
- If there are any problems, safety issues, etc., call your ADC/IDC Supervisor
- If supplies are needed, call ADC/IDC Supervisor

7.1 Signage

- Labels for all bins must be completed and taped securely to bin. No exceptions
- Place a label on the inside of the bin and one on the outside of the bin.
- If you need tape or signs, call ADC Supervisor

7.2 Caution – Discovering a Weapon

During presorting, an associate may come across weapons (guns and ammunitions). If possible, DO NOT HANDLE THE WEAPON. Contact your supervisor and inform him/her that a weapon was found among items donated to Goodwill. Once you have informed your Site Manager, you will be instructed on what to do next. The Site/Store Manager will notify the police immediately and obtain instructions on how to surrender the weapon. The Site/Store Manager will also notify the District Manager, the Safety and Loss Prevention Department and complete an Incident Report to document the find.

8.0 SERVICE TRUCK SUPPORT

When Goodwill service trucks arrive at your site, you will be expected to assist the driver in operating lift gate. However, if you are assisting the driver and a donor arrives, you should immediately go to assist the donor. Remember that **the donor always comes first.**

9.0 PERSONAL INFORMATION

G.G.I. employees having access or coming in contact with donors' and or customers' personal information shall respect the confidentiality of such information and refrain from any conduct that would indicate a careless or negligent attitude toward such information. Employees also shall permit any unauthorized viewing of documents or other personal identifiable information. Only individuals who have a "need to know" in their official and or managerial capacity shall have access to such documents or information and only to follow up with the process of properly destroying any such documents.

The loss of personal identifiable information can result in substantial harm to individuals, including identity theft or other fraudulent use of the information. Because G.G.I employees may have access or come into contact with donors and customers personal identifiable information and other sensitive data, we have a special responsibility to protect that information from loss and misuse.

9.1 ADC & IDC Attendants:

9.1.1 When coming in contact with recognizable personal identifiable information, contact your Supervisor immediately.

9.1.2 Secure the personal information in envelope or plastic bag and hand it to your Supervisor.

10.0 VEHICLE DONATION POLICY

All vehicle and Boat donations should be referred immediately to the Donation Services Coordinator.

If the Donor is not the owner of the vehicle/boat they must have Power of Attorney form filled out and signed by the owner before Gulfstream Goodwill will accept the donation.

The vehicle donated:

1. Must have a clean title at time of donation
2. Will be sold as is
3. As required by law, will be priced at the current fair market value, then placed for sale with the Auto Care Center.
4. Per changes in the tax law regulation regarding donated vehicles; the donor may only deduct the amount the vehicle is sold for.
5. The donor will be notified by mail with a copy of an IRS 1098-C form for their tax records containing the final selling price and date of sale
6. Whoever takes possession of vehicle must witness owner's signature on title
7. Title must be notarized upon application of transfer of title
8. Title must be put into Gulfstream Goodwill's name (CEO and VP of Accounting authorized to sign) if the vehicle will be used as a pool vehicle.
9. Deposit must be done referencing the sale
   A- DSR must be done by Donation Services Coordinator.
   B- Deposit must be made by Donation Services Coordinator.

11.0 ADC/IDC Supervisor Procedures

11.1 The ADC/IDC checklist will be completed by the ADC/IDC Supervisor to document the condition of the ADC/IDC and compliance with the procedures in place for all IDC/ADC attendant functions at the time of the Supervisor's visit to the ADC/IDC.

11.2 The Supervisor's Log will be completed by the ADC/IDC Supervisor and the Attendant on Duty on a daily basis to document the ADC/IDC Supervisor's visit to the ADC/IDC sites. The Supervisor's Log will be submitted to the Director of Donations at the end of each month.

GOODWILL INDUSTRIES STANDARD OPERATING PROCEDURES

UNIT: OPERATIONS	DOCUMENT NO. 05-007	PAGE 1
SUBJECT: Standard Operating Procedures - Salvage	EFFECTIVE DATE: 2/2/2017	REVISION: Final DATE:
PREPARED BY: Ralph Tirona	APPROVED BY: Gwendolyn Butson, Vice President Operations and Retail	DEVELOPED BY: Ralph Tirona Director of Donations

1.0 –PURPOSE

This Standard Operating Procedures (SOP) outlines the Salvage process and provides step-by-step information to effectively complete this function.

2.0 – INTRODUCTION

The salvage sales process starts with Gulfstream Goodwill Industries marketing its price list to the general public. The Operations Coordinator will be the primary point of contact for all salvage sales activities with the organization. The Operations Coordinator may assign an alternate person to oversee the northern region.

3.0 –SALVAGE SALE PROCESS

3.0.1 Daily warehouse salvage /inventory sheet is received at the beginning of each day.

3.0.2 The customer is given an estimate to purchase money order or wire transfer or cashier's check. Provides a sample estimate worksheet.

3.0.3 After payment is received, a Bill of Laden (BOL) is generated with the following required information:

A. Customer's information

B. Details of the salvage purchased

C. Any credits, donations or taxes need to be calculated within the total amount.

D. Signature of the person picking up the salvage.

3.0.4 If a customer is tax exempt then they need to have a current certificate on file in the Accounting Department.

3.0.5 When the BOL is completed, the following departments and persons receive:

A. *Accounts Department*: The original BOL, along with the check/money order, a photo copy of the check/money order or wire transfer information.

B. *Warehouse:* A photocopy of the original BOL, along with a copy of the salvage purchased and a photocopy of the check/wire transfer/money order.

C. *Customer:* The second copy of the BOL, along with a copy of the merchandise purchased and a photocopy of the check is given to the customer.

D. *Operations Coordinator:* The third BOL copy, along with a copy of the merchandise and a photocopy of the check is filed by the Operations Coordinator.

3.0.6 If the customer has a credit, a credit slip is attached to the BOL receiving the credit. The slip should reference how much and from what BOL the credit is coming from.

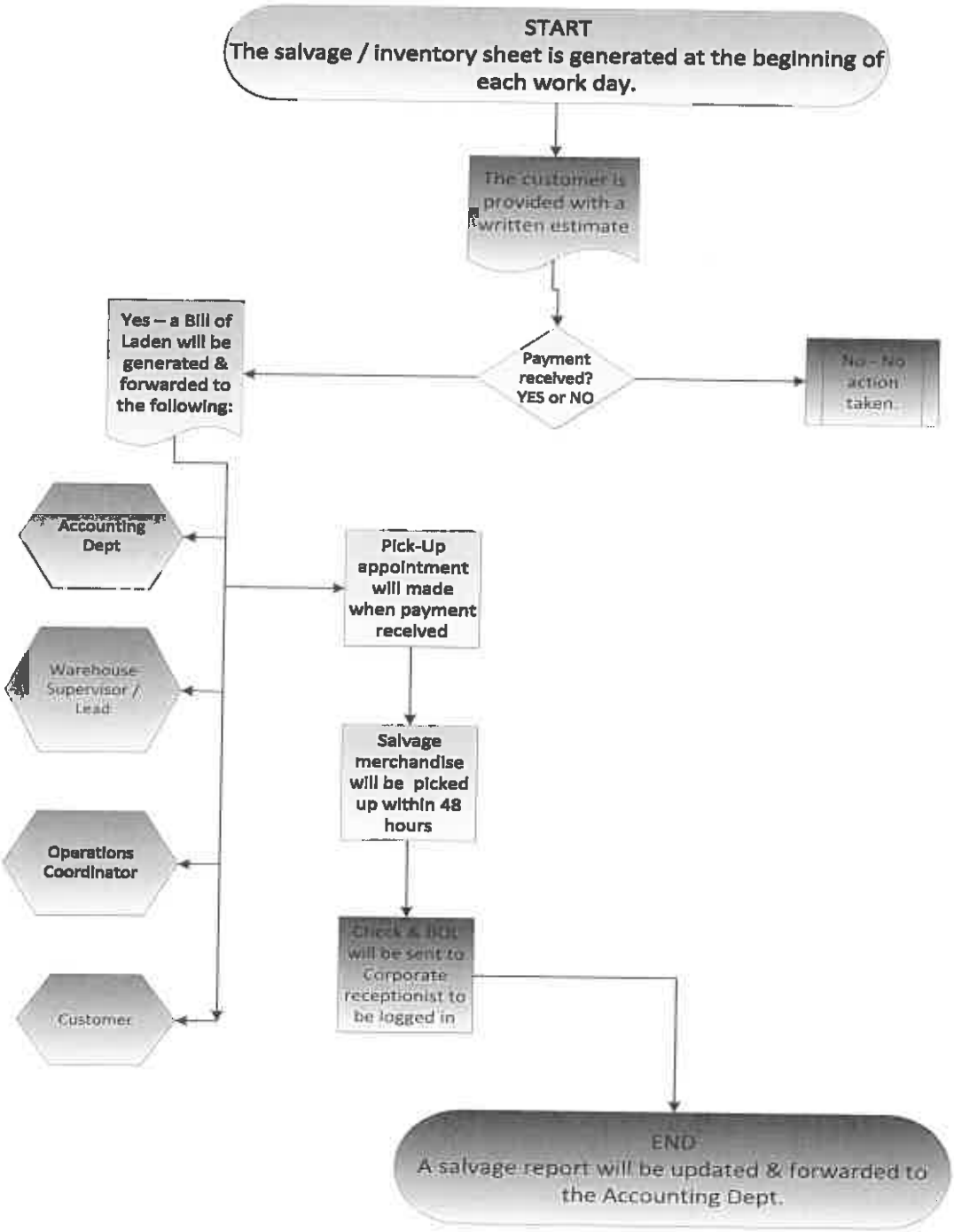
3.0.7 If there is a balance owed on a previous BOL and the customer shall pay with a separate check to cover the outstanding balance. When this is the case, there is no need to generate a new BOL. The check is processed with the relevant BOL number.

3.0.8 When all transactions are completed, the checks and BOL's must be given to the courier and delivered to the receptionist in the 1715 building (corporate office) so the information can be log.

3.0.9 The Salvage Report on the R-drive is then updated and a copy sent to the Accounting Department via email.

3.0.10 The flow diagram below explains this process:

UNIT: OPERATIONS	DOCUMENT NO. 05-007	PAGE
SUBJECT: Standard Operating Procedures - Salvage	EFFECTIVE DATE: 2/2/2017	REVISION: Final DATE: 2/2/2017



Goodwill

Southeastern Goodwill Industries

South Operations
Daily Salvage Available

Prepared By: _____ Today's Date: _____

BALES	QUANTITY	WEIGHT
Salvage		
Pulls		
Fluff		
Cardboard		
Stuffed Animals		

GAYLORDS	QUANTITY	WEIGHT
Shoes		
Grade 2 Shoes		
Books		
Hats		
Purses & Belts		
Towels		
Skates		
Golf Clubs		
Wire		
Bric / Brac		
Aluminum		
Unprocessed Computers		
Stuffed Animals		

PALLET COUNT _____ GAYLORD COUNT _____

Unprocessed Hard Gaylords
Unprocessed Hard Bins
Unprocessed Soft Gaylords
Unprocessed Soft Bins
E-Books Gaylords ___ Bins _____
Furniture Pallets

Salvage Hard Gaylords
Salvage Hard Bins _____
Salvage Soft Gaylords _____
Salvage Soft Bins

UNIT: OPERATIONS	DOCUMENT NO. 05-007	PAGE
SUBJECT: Standard Operating Procedures - Salvage	EFFECTIVE DATE: 2/2/2017	REVISION: Final DATE: 2/2/2017

ESTIMATE

24 HOUR HOLD ONLY

FROM DATE: _____ TIME: _____

END DATE: _____ TIME: _____

CUSTOMER: _____

PHONE: _____

SALESPERSON: _____

Units	Description	Weight	Rate	Charges
	** 6% SALES TAX			
		Subtotal		
		Sales Tax	6%	0.06
		Total		

Thank you for your business!

1000 OLD GREENCASTLE RD. WEST PALM BEACH,FL,33409, (561)-833-1693

UNIT: OPERATIONS	DOCUMENT NO. 05-007	PAGE
SUBJECT: Standard Operating Procedures - Salvage	EFFECTIVE DATE: 2/2/2017	REVISION: Final DATE: 2/2/2017

PRINTED WITH SOY INK

009748

Goodwill
Gulfstream Goodwill Industries, Inc.

STRAIGHT BILL OF LADING
ORIGINAL - NOT NEGOTIABLE

Shipper No.
Carrier No.
Date

(Name of Carrier) (SCAC)

To: Consignee | FROM: Shipper

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name -- or as otherwise provided in Item 430, Sec. 1

Street | Street

Destination | Zip Code | Origin | Zip Code

Vehicle Number | U.S. DOT Hazmat Reg. Number

Route

No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES

REMIT C.O.D. TO:
ADDRESS

Note – Where the rate is dependent on value, shippers are required to specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

_____ per _____

This is to certify that the above materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

(Signature)

COD Amt: $

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

C.O.D. Fee:
PREPAID ☐ $
COLLECT ☐
TOTAL CHARGES: $

FREIGHT CHARGES
Prepaid | Collect | Check box if charges are to be collected

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions in the governing classification on the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER GULFSTREAM GOODWILL INDUSTRIES, INC. WPB, FL 33407 | CARRIER

PER | PER

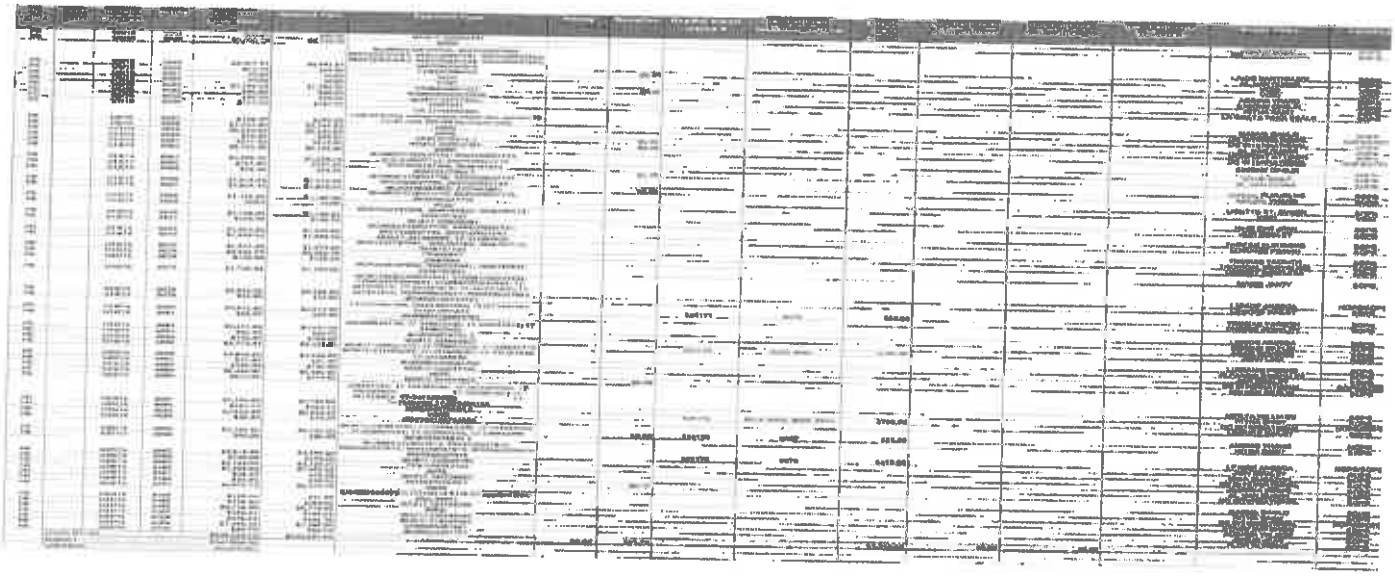
EMERGENCY RESPONSE TELEPHONE NUMBER: | DATE

Carrier at all times the Hazardous Material is in transportation including storage incidental to transportation (§ 72.604)

ILCC-608-8
PRINTED IN U.S.A.

* Must write an "X" to designate Hazardous Material as defined in the Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.202(a)(4) of Title 49, Code of Federal Regulations. Also, when shipping hazardous materials, the shipper's certification statement provided in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading unless a specific exception from the requirement is provided in the Regulations for a particular material.

1



INTRODUCTION LETTER

FLSC, LLC

d.b.a. FLORIDA Textile Recycling Programs

135 Weston Road, Suite 319, Weston, Florida, 33326

Phone Number 954.214.5912

Fax Number 855.420.6105

March 11, 2018

Submitted To: City of Boynton Beach, City Hall

Finance/Procurement Services

100 E. Boynton Beach Boulevard

Boynton Beach, Florida, 33425-0310

Re: Request for Proposal for Textile Recycling Franchise RFP NO. 009-1210-18/IT

RFP Due Date: March 12, 2018

RFP Closing Time: 2:30 P.M. (Local Time)

Submitted By: FLSC, LLC / d.b.a. FLORIDA Textile Recycling Programs

FLSC, LLC contact Information:

Primary Contact Person - Marc Douglas, Managing Member

Address - 135 Weston Road, Suite 319, Weston, Florida, 33326

Phone number – 954.214.5912

Fax number – 855.420.6104

Email address - marc@textileprograms.com

FLSC, LLC has been providing Textile Recycling services to communities throughout the State of Florida for more than thirty-one (31) years. FLSC, LLC is the only textile recycling company in Florida working with municipalities under franchises agreements. FLSC, LLC shares data with the City, such as weight tonnage reports showing the volume of textiles that are diverted from local landfills and recycled. FLSC, LLC Staff members will work hand in hand with City staff to insure textile recycling bins are approved by City and placed for residents at convenient recycling drop-off sites. Locations chosen and bin design and wording on all bins is approved by the City. FLSC, LLC and City Staff having a good working relationship will greatly enhance the success of the textile recycling initiative.

FLSC, LLC has read and understands the requirements expected in this RFP and will provide the Textile Services required under this RFP.

FLSC, LLC warrants by virtue of bidding that prices, terms and conditions in this RFP will be accepted and adhered too. Prices in this RFP will be held firm for a period of ninety (90) days from the RFP Due Date, unless otherwise stated by the RFP.

Thank you for allowing FLSC, LLC and its Staff to respond to this RFP.

Signature: _____ Date: 3/11/18

Marc Douglas

Managing Member

DESCRIPTION OF FIRM

Legal Contracting Name: FLSC, LLC/d.b.a. FLORIDA Textile Recycling Programs, is a Florida Limited Liability Corporation. FLSC, LLC has been involved in the Textile Recycling Industry since its inception in 2007. They have been servicing the Town of Davie residents and business owners for more than three (3) years. The Marion County residents' textile recycling program has been in effect for more than two (2) years. The programs have enjoyed great success and have kept more than Three (3) Million Pounds of Textiles out of Local Landfills.

Contact Information for Proposer's Corporate Headquarters and Local Office:

FLSC, LLC Corporate Headquarters: Marc Douglas, Managing Member, 135 Weston Road, Suite 319, Weston, Florida 33326, Phone Number: 954.214.5912, Fax Number: 855.420.6104, Email Address: Marc@textileprograms.com and Website URL: http://www.davieclothingbins.com

FLSC, LLC local office and warehouse located at 3911 SW 47th Avenue, Suite 903, Davie, Florida, 33314

Contact Information for Proposer's Primary and Secondary Representative during RFP Process:
Primary Contact will be Marc Douglas, Managing Member, 135 Weston Road, Suite 319, Weston, Florida, 33326, Phone Number: 954.214.5912, Fax Number: 855.420.6104, Email Address: Marc@textileprograms.com

Secondary Contact will be Marc Douglas Jr., Director of Operations, 3911 SW 47th Avenue, Suite 903, Davie, Florida, 33314, Phone Number: 954.240.3796, Fax Number: 855.420.6104, Email Address: Marcjr@textileprograms.com

Details of Ownership Changes to Proposer's Organization in the Past five (5) Years:

The ownership of FLSC, LLC consists of two (2) Principles: Marc Douglas and Lynn Douglas. The Ownership has remained in the same for more than five (5) years and there is not anticipated changes to occur for the future following the Due Date of this Request for Proposal.

Names of the Persons who are Officers or Principals of the Company

Marc Douglas- MGRM

Lynn Douglas- MGR

STATE ORGANIZATION OR INCORPORATION

State of Florida, Division of Corporations Registrations for FLSC, LLC & d.b.a. FLORIDA Textile Recycling Programs, State of Florida Recovered Material license, County License, Municipal Licenses.

FLSC, LLC will obtain all Licenses needed under this RFP, including a City Business Tax Receipt / License upon award and before signing an agreement.

Detail by Entity Name

Florida Limited Liability Company
FLSC, LLC

Filing Information

Document Number	L07000107574
FEI/EIN Number	71-1040654
Date Filed	10/23/2007
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	01/26/2018
Event Effective Date	NONE

Principal Address

3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Changed: 01/23/2018

Mailing Address

3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Changed: 01/23/2018

Registered Agent Name & Address

DOUGLAS, MARC
135 WESTON RD. SUITE 319
WESTON, FL 33326

Name Changed: 04/30/2008

Address Changed: 01/26/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

DOUGLAS, MARC

5

3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Title MGR

Douglas, Lynn
3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Title MGR

Douglas, Marc, Jr.
3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	04/17/2017
2018	01/23/2018

Document Images

[illegible] – CORLGRACHG	View image in PDF format
[illegible] – ANNUAL REPORT	View image in PDF format
[illegible] – ANNUAL REPORT	View image in PDF format
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[illegible] – Florida Limited Liability	View image in PDF format

6

DIVISION OF CORPORA

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

FLORIDA TEXTILE RECYCLING PROGRAMS

Filing Information

Registration Number	G14000103246
Status	ACTIVE
Filed Date	10/10/2014
Expiration Date	12/31/2019
Current Owners	1
County	BROWARD
Total Pages	2
Events Filed	1
FEI/EIN Number	NONE

Mailing Address

3911 SW 47TH AVENUE
SUITE 903
DAVIE, FL 33314

Owner Information

FLSC, LLC
3911 SW 47TH AVENUE.. SUITE 903
DAVIE, FL 33314
FEI/EIN Number: 71-1040654
Document Number: L07000107574

Document Images

10/10/2014 -- Fictitious Name Filing View image in PDF format

01/23/2018 -- CHANGE NAME/ADDRESS View image in PDF format

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

Recovered Materials Dealers Certification

Displaying 5 results

Program	Florida DEP - Recovered Materials Dealer Reporting Program
Date	July 1, 2017 - June 30, 2018
Validation Statement	The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code.Valid from July 1, 2017 - June 30, 2018, unless suspended or revoked by the Department.
Name of Applicant	FESCO, LLC
Application Number	462

Facilities covered by this certification

2018

Displaying 0 results

[redacted]

Recovered Material Reports Recovered Materials Dealer Certification

Program	Florida DEP - Recovered Materials Dealer Reporting Program
Date	July 1, 2016 - June 30, 2017
Validation Statement	The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code.Valid from July 1, 2016 - June 30, 2017, unless suspended or revoked by the Department
Name of Applicant	FI SC, LLC
Application Number	462

Facilities covered by this certification:

2016

Facility Name	Facility Address	Facility Address	Facility Address

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:
Business Name: FLORIDA TEXTILE RECYCLING PROGRAMS

Receipt #: 378-263546
Business Type: WHOLESALE/DISTRIBUTOR (CLOTHING)

Owner Name: FLSC LLC
Business Location: 3911 SW 47 AVE STE 903 DAVIE
Business Phone: 954-212-9808

Business Opened: 05/28/2014
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	4.50	0.00	11.25	0.00	25.00	85.75

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

FLSC LLC
3911 SW 47 AVE STE 903
DAVIE, FL 33314

Receipt #WWW-17-00119036
Paid 02/22/2018 4.50

2017 - 2018

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BR WARD

RECORDS, TAXES AND TREASURY DIVISION

ATTENTION TAXPAYERS Please be aware of the NON-REFUNDABLE processing fees for all online credit card transactions. **Credit and Debit card transactions will be charged 2.55% of the full payment amount ($1.95 minimum fee).** You will be shown and asked to approve the amount of any convenience fee before completing your payment and checkout process. **There is NO FEE for making payment by the eCheck payment option.**

Local Business Tax Notice

Local Business Tax delinquency notices have been mailed to businesses with unpaid bills for renewal of the Business Tax Receipt. Delinquent renewal balances can be paid now, via website by most business cards - however, if your delinquency notice identifies that you must first provide proof of current Certificates or Business Licenses you cannot renew online.

Search your Business Tax account by using the Business Tax Receipt number shown on your delinquency notice - if you see a green "Pay Receipts" link, you can renew online. If you do not see the link to Pay Receipts - you must provide current Certificate or License directly to our office. Questions - contact businesstax@broward.org

2018 Details — Business Tax Account FLSC LLC

Business Tax Account #120436

Account details | Account history

2018	2017	2016	2015	2014
Paid	Paid	Paid	Paid	Paid

Account number: 120436

Business start date: 05/23/2014

Physical business location: SUNRISE

Business address: FLSC LLC
16035 NW 46 ST
SUNRISE FL 33351

Mailing address: MARC DOUGLAS
2334 WESTON ROAD STE 217
FORT LAUDERDALE FL 33326

Owner(s): MARC DOUGLAS
2334 WESTON ROAD STE 217
FORT LAUDERDALE FL 33326

Print exemption application (PDF)

Receipts And Occupations

Receipt 176-263586

MOBILE PROPERTY WHOLESALE DISTRIBUTOR 10/01/2017–09/30/2018 Units 4

Return to Search

Grant Street Group. All rights reserved

City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
(954) 385-2000

Business Tax Invoice

Renew online: www.westonfl.org/renew
or make check payable to: The City of Weston

Location Address:

135 Weston Road, PMB 319

FLSC, LLC d/b/a
Marc Douglas, Manager
135 Weston Road, PMB 319
Weston, FL 33326

Issue Date:	August 22, 2016
Due and Payable by:	**September 30, 2016**
Receipt Number:	2017 - 12291
Amount Due:	$173.63
Category:	Limited Business

Fiscal Year 2017

**** Detach and Return This Portion With Your Payment ****

City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326
(954) 385-2000

Fiscal Year 2017

Renew online at: www.westonfl.org/renew
or make check payable to: The City of Weston

Business Tax Invoice

FLSC, LLC d/b/a
Marc Douglas, Manager
135 Weston Road, PMB 319
Weston, FL 33326

Location Address

135 Weston Road, PMB 319

Issue Date:	August 22, 2016
Due and Payable by:	**September 30, 2016**
Receipt Number:	2017 - 12291
Amount Due:	$173.63
Category:	Limited Business

Description	Amount
Limited Business: Home Occupation; Business with only a Post Office, Private Mail Box or Registered Office in the City	$173.63

Due and payable by September 30, 2016, pursuant to Florida State Statutes, Chapter 205. Receipts that are not renewed when due and payable are delinquent and subject to a delinquency penalty of 10 percent for the month of October, plus an additional 5 percent penalty for each subsequent month of delinquency until paid.

1 2

I hereby declare that no alterations have been made to the physical space of the business since the issuance of the Certificate of Use; and/or that alterations have been made to the physical space of the business since the issuance of the certificate of use, and that I have provided the City with a description of the alterations and the building permit number, as applicable.

LOCAL BUSINESS TAX RECEIPT
RECEIPT EXPIRES: September 30, 2017

BUSINESS NAME: FLSC, LLC
LOCATION ADDRESS: 10006-10008 NW 46 ST
ISSUE DATE: December 07, 2016
EXPIRATION DATE: September 30, 2017

TAX RECEIPT NUMBER: 17-00021458
BUSINESS CLASS: STORAGE WAREHOUSE/ROOMS-UP TO 5,000 SQFT
CONTROL NUMBER: 0022679

BUSINESS TAX:	136.69
PENALTY:	27.34
ADDITIONAL CHARGES TOTAL:	210.68
TOTAL:	374.71

Additional Charges Breakdown.....

ANNUAL FIRE INSPECTION	205.68000 X	1.00 =	205.68
TECHNOLOGY FEE	5.00000 X	1.00 =	5.00

Comments: 2,400 SQ. FT. OF STORAGE SPACE FOR COMMIT 2 B FIT

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION.
NOTICE: THIS RECEIPT BECOMES NULL & VOID IF OWNERSHIP, BUSINESS NAME, OR ADDRESS IS CHANGED.
TAXPAYER MUST APPLY TO BUSINESS TAX DIVISION FOR TRANSFER.

PLEASE RETAIN UPPER PORTION OF THIS NOTICE FOR YOUR RECORDS

BUSINESS TAX RECEIPT
RENEWAL NOTICE

Tax Receipt Number: 17-00021458
Business Classification: STORAGE WAREHOUSE/ROOMS-UP TO

EXPIRATION DATE: September 30, 2017
PIN Number: 2808

BUSINESS TAX			136.69
PENALTY			0.00
PAST DUE CHARGES			0.00
Additional Charges Breakdown.....			
ANNUAL FIRE INSPECTION	214.84000 X	1.00 =	214.84
TECHNOLOGY FEE	5.00000 X	1.00 =	5.00

TOTAL AMOUNT DUE $ 356.53

If this business is no longer active, please return the bottom form to us and indicate the business has closed.
If this business has relocated to another city, please return the bottom form to us and indicate what city.

********** FIRST NOTICE **********

Renewal due on or before September 30, 2017
Penalties assessed on October 1, 2017

Renew online at www.sunrisefl.gov click on Quick Links and select Business Tax Receipt

Make checks payable to "City of Sunrise"

For assistance please call (954) 572-2352 or email us at: BTRdocuments@sunrisefl.gov

PLEASE RETURN BOTTOM PORTION OF NOTICE WITH YOUR PAYMENT TO:

CITY OF SUNRISE BUSINESS TAX OFFICE
1601 NW 136 AVE, BUILDING A
SUNRISE, FL 33323

BUSINESS TAX RECEIPT RENEWAL

Business Tax Receipt #: 17-00021458
Control Number: 0022679

BUSINESS TAX	136.69
PENALTY	0.00
ADDITIONAL CHGS TOTAL	219.84
PAST DUE CHARGES	0.00
TOTAL AMOUNT DUE	$ 356.53

Business Name: FLSC, LLC
Business Address: 10006-10008 NW 46 ST
Business City St Zip: SUNRISE FL 33351
Business # of Employees: _____ Email: _____

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PLEASE RETAIN UPPER PORTION OF THIS NOTICE FOR YOUR RECORDS

BUSINESS TAX RECEIPT
RENEWAL NOTICE

Tax Receipt Number: 16-00021458
Business Classification: STORAGE WAREHOUSE/ROOMS-UP TO

EXPIRATION DATE: September 30, 2016
PIN Number: 2808

BUSINESS TAX			136.69
PENALTY			20.50
PAST DUE CHARGES			13.68
Additional Charges Breakdown.....			
ANNUAL FIRE INSPECTION	205.68000 X	1.00 =	205.68
TECHNOLOGY FEE	5.00000 X	1.00 =	5.00

Paid online 12/6/16 NB 2017 & 2016

$13.xx

TOTAL AMOUNT DUE $ 381.55

If this business is no longer active, please return the bottom form to us and indicate the business has closed.
If this business has relocated to another city, please return the bottom form to us and indicate what city.

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BUSINESS PHILOSOPHY

FLSC, LLC is a Limited Liability Corporation based in South Florida. It is owned and operated by Marc Douglas and Lynn Douglas. Marc Douglas has been in the Textile Recycling industry for more than thirty-one (31) years. They believe for their business organization to have a successful sustainability program; all parties need to be engaged in the process. FLSC encourages staff and stakeholders to work together toward sustainability goals. It strengthens the team concept to work towards a common goal. Success and positive feedback go a long way towards ensuring a successful program.

Detailed Narrative of Firm's Operating Textile Recycling Initiatives:

Marc Douglas as MGRM has been in the Textile Recycling collection and Textile Recycling Bin program operations in the South Florida Market for more than thirty-one (31) years. His companies have many years of experience regarding the collection of goods, ownership of multi-unit thrift locations, wholesale distribution and brokerage of both new and used goods both nationally and internationally. He has hands on experience working with customers regarding service levels, types of bins and placement of bins. He is a leader in the Textile Recycling collection industry.

Marc Douglas Jr., as Director of Operations has been involved in the textile recycling industry for more than eleven (11) years. He grew up learning and working in the family owned and operated business. He has vast knowledge in all facets of the collection, retail and wholesale areas of the textile industry. He has experience in sales, marketing and daily operations.

FLSC, LLC provides Textile Recycling services throughout the Florida Community. It has successfully serviced thousands of textile recycling customers since 2007 on an as needed basis. FLSC, LLC's management and staff have more than seventy-five (75) years of combined recycling service in the South Florida area. FLSC, LLC has been continuously engaged in providing textile recycling collection, transfer and recycling services like those specified in this bid since 2007. FLSC, LLC continues to provide services of this type required under this bid to our clients.

FLSC, LLC was awarded the Town of Davie Municipal Textile Recycling Program, located in South Florida, which commenced in April 2014. The program has been successfully operating for three (3) years, servicing approximately one hundred thousand residents (100,000) and business owners. During that span of time, more than three million (3,000,000) pounds of textiles have been diverted from local landfills and numerous local charities have benefitted by receiving more than three hundred thousand ($300,000) dollars paid to the Town of Davie and their Community Endowment Program. Monthly textile recycling weight reports are given to the Town of Davie, along with their revenue check, so they can include the amounts in their recycling reports to the State of Florida.

FLSC, LLC has many schools throughout Broward and Palm Beach Counties, which are participating in individual textile recycling programs These programs teach the students

about the importance of recycling and to divert these materials out of landfills. Children learn the benefits to our local environment and the Earth. Schools receive revenue for each pound of clothing recycling and schools and in some cases, students decide how those funds are to be utilized, which gives the students positive feedback and strengthens the programs.

DETAILED DESCRIPTION / SCOPE OF SERVICES

OPTION A - EXCLUSIVE CITY-WIDE FRANCHISE PROGRAM - TEXTILE ORIENTED RECYCLING COLLECTION AND DONATION BOX FRANCHISE PROGRAM

Purpose and Benefits

FLSC, LLC would implement and provide a textile-oriented recycling collection box service to the City of Boynton Beach ("City") under a franchise for a textile recycling City-wide program that will include:

- Franchise fees shall be designated to be a flat fee monthly installment payment.
- FLSC, LLC under the City-Wide Textile Recycling Program will supply to the City Five Thousand ($5,000) Dollars Annually in Vouchers in Twenty-Five ($25) Dollar increments for the City to use at its discretion.
- Clothing and Shoe drives to be held at City Events for the collection of textiles from residents. The City will receive Ten ($0.10) Cents per Pound of Textiles collected.
- Participation in Clothing Drive during City sponsored Household and Hazardous Waste Drop-Off Events. The City will receive Ten ($0.10) Cents per Pound of Textiles collected.
- Includes the supply and maintenance by FLSC, LLC of an agreed minimum / maximum number of such textile-oriented recycling collection/donation boxes as determined by the City and FLSC, LLC at the commencement of this program.
- Collection/ Donation boxes to be set City-wide upon real property locations approved by the City and FLSC, LLC.

Among the benefits of a textile recycling program in the City is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing.

Charities

FLSC, LLC, d.b.a. FLORIDA Textile Recycling Programs is currently working with charities in Palm Beach County, such as Habitat for Humanity. These services include providing the stores with textile recycling bins for recycling textiles and have assisted in larger than normal pickups as well in a timely fashion. (See Habitat for Humanity Letter in Awards, and Recognition Section)

Payments

FLSC, LLC will submit a check for franchise fees in Twelve (12) monthly installments by the Fifth (5th) of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes in the City as subject to exemptions herein.

Description and Location

The City's designated representative and FLSC, LLC will mutually agree upon approved City-wide locations for collection/donation boxes in the textile-oriented recycling program. Currently, any textile-oriented recycling companies and their collection/donation boxes as may be found at any locations shall be subject to this Exclusive City-wide Franchise Agreement and the enforcement thereof through the City codes.

Exemptions

Residential

FLSC, LLC as operator of this textile-oriented recycling program will in no manner prohibit the private and/or multi-family residential community to donate clothing / textiles, as they deem appropriate.

Commercial

FLSC, LLC's program shall not operate to restrict any commercial establishment as defined in section 403,7046 F.S., that generates source-separated recovered textile materials to sell or convey its recovered clothing / textile materials under this local government franchise, nor may the local government and/or this Franchise program operator restrict such a generator's right to sell or otherwise convey such recovered clothing / textile materials to any properly certified recovered materials dealer who has satisfied the City's code requirements.

City Approved Non-City Approved Non-Profit's Holiday Collections

The City and FLSC, LLC as operator shall recognize and exempt non-profit holiday collection periods for up to seven days before and after any City-designated holiday period during which (IRS, State of Florida) registered charitable non-profit organizations approved by the City may be allowed to display and operate collection donation boxes (standard size, number, location) entirely at the City's discretion. The seasonal holidays for which this exemption does apply may include Thanksgiving Day, Christmas and other designated holidays to be determined.

Schools

This program will not be applied to properties owned and operated by the Palm Beach County School District.

Houses of Worship

This program will not be applied to properties owned and operated by Houses of Worship.

OPTION B - EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE PROGRAM - TEXTILE-ORIENTED RECYCLING COLLECTION AND DONATION BOX FRANCHISE PROGRAM

Purpose and Benefits

FLSC, LLC would implement and provide a textile-oriented recycling collection box service to the City of Boynton Beach ("City") under a franchise for the purpose of textile recycling that will include:

Awarding an exclusive franchise for a textile recycling program based only on City owned real property:

- Franchise fees shall be designated to be a flat fee monthly installment payment
- Clothing and Shoe drives to be held at City Events for the collection of textiles from residents. The City will receive Ten ($0.10) Cents per Pound of Textiles collected.
- Participation in Clothing Drive during City sponsored Household and Hazardous Waste Drop-Off Events. The City will receive Ten ($0.10) Cents per Pound of Textiles collected.
- Includes the supply and maintenance by FLSC, LLC of an agreed minimum / maximum number of such textile-oriented recycling collection/donation boxes on City-owned real property to be determined by the City and FLSC, LLC at the commencement of this program.
- Collection / Donation boxes to be set only upon City-owned real property locations approved by the City and the FLSC, LLC.

Among the benefits of a textile recycling program in the City is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing

Charities

FLSC, LLC, d.b.a. FLORIDA Textile Recycling Programs is currently working with charities in Palm Beach County, such as Habitat for Humanity. These services include providing the stores with textile recycling bins for recycling textiles and have assisted in larger than normal pickups as well in a timely fashion. (See Habitat for Humanity Letter in Awards, and Recognition Section)

Payments

FLSC, LLC will submit a check for franchise fees in Twelve (12) monthly installments

by the Fifth (5th) of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes in the City as subject to exemptions herein.

Description and Location

The City's designated representative and FLSC, LLC will mutually agree upon approved City-wide locations for collection/donation boxes in the textile-oriented recycling program. Currently, any textile-oriented recycling companies and their collection/donation boxes as may be found at any locations shall be subject to this Exclusive City-wide Franchise Agreement and the enforcement thereof through the City codes.

Exemptions

Residential

FLSC, LLC as operator of this textile-oriented recycling program will in no manner prohibit the private and/or multi-family residential community to donate clothing / textiles, as they deem appropriate.

Commercial

FLSC, LLC's program shall not operate to restrict any commercial establishment as defined in section 403,7046 F.S., that generates source-separated recovered textile materials to sell or convey its recovered clothing / textile materials under this local government franchise, nor may the local government and/or FLSC, LLC as operator restrict such a generator's right to sell or otherwise convey such recovered clothing / textile materials to any properly certified recovered materials dealer who has satisfied the City's code requirements.

City Approved Non-City Approved Non-Profit's Holiday Collections

The City and FLSC, LLC as operator shall recognize and exempt non-profit holiday collection periods for up to seven days before and after any City-designated holiday period during which (IRS, State of Florida) registered charitable non-profit organizations approved by the City may be allowed to display and operate collection donation boxes (standard size, number, location) entirely at the City's discretion. The seasonal holidays for which this exemption does apply may include Thanksgiving Day, Christmas and other designated holidays to be determined.

Schools

This program will not be applied to properties owned and operated by the Palm Beach County School District.

Houses of Worship

Houses of Worship

This program will not be applied to properties owned and operated by houses of worship.

Additional City Benefits for Exclusive License (Option A and Option B)

FLSC, LLC shall provide the City a Textile Recycling tonnage from the previous month's collections. This report is due by the Fifth (5th) of each month outlining: weight collected on a monthly basis.

All Records of Weights shall be retained by FLSC, LLC and made available for review upon request by the City.

The format of the report will be in a format mutually acceptable to the City and to FLSC, LLC.

FLSC, LLC will make all records available to the City and its representatives at reasonable times and places throughout the initial term and any renewal term of this Agreement.

FLSC, LLC will pay the City by the Fifth (5th) of each month form the previous month's collections for each textile recycling collection Bin multiplied by the per bin rate in the **Price Proposal Form** then multiplied by the total bins included in the City's Textile Recycling Program.

Additional Benefits:
Disposal Savings
Participation in School/Community Events with any additional textiles collected, the City would be paid additional monies per pound
Carbon Footprint Reduction
Clean Air Preservation
Reduced Energy Consumption
Water Conservation
Woodland Conservation
Reduce Burdens on Local Landfills

Conditions

FLSC, LLC **will:**

Provide a plan to incorporate a textile recycling program along with public information and community outreach advertisements to be displayed on the City website and as may be feasible in other public contact sites (examples included in **TAB 6**).

Provide new textile-oriented recycling collection and donation boxes (**TAB 5** includes pictures of available models and logos with printing).

Ensure that the service and maintenance activities for the collection and donation boxes continuously meet all requirements of applicable City codes.

Disclose any additional ongoing franchise relationships that are under contract by the respondent textile recycling company (Included in TAB 3).

Contract Term

The initial contract term shall be three (3) years. The contract may be renewed for an additional three (3) year term by mutual consent of both parties and the approval of the City of Boynton Beach's City Commission.

Cancellation

The City reserves the right to cancel this agreement with or without cause effective thirty (30) days from date of written notification. In the event that any of the provisions of the agreement are violated by FLSC, LLC, the City may serve written notice of its intent to immediately terminate the agreement. Upon termination of this agreement, the vendor will have ten (10) workdays to remove all equipment from the City'sfacilities.

Equipment to be Furnished

All textile-oriented collection and donation boxes furnished under this contract shall be state of the art. All costs for delivery, set-up, servicing, replacement and removal, if necessary, are to be borne by FLSC, LLC. All collection and donation boxes shall remain the property of FLSC, LLC. All collection and donation boxes and related equipment shall adhere to proper safety codes. FLSC, LLC will bear the cost of building permits for structural upgrades where necessary, including but not limited to a level concrete base foundation and tie-downs as may be required for hurricane wind-related building code compliance. All collection and donation boxes shall be constructed to be weatherproof and resistant to rain and moisture.

Hurricane Plan

In an emergency event such as a hurricane warning, tornado, major storm, natural disaster, or other such event, the City Manager or his/her designated representative(s) shall request that FLSC, LLC remove or relocate all existing textile recycling Collection Boxes to a pre-approved location in the City or at an existing safe storage facility provided by FLSC, LLC. Said removal shall incur within twenty (24) hours from notification by the City.

Compliance with Occupational Safety and Health

FLSC, LLC certifies that all material, equipment, etc., contained in this RFP meets all O.S.H.A. requirements. FLSC, LLC furthers certifies that if awarded as successful bidder qualifier, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be burned by FLSC, LLC.

FLSC, LLC certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements

Key Personnel Experience

Marc Douglas (MGRM- City Contract Coordinator)

Mr. Douglas brings 31 years of experience in the textile industry including the collection of goods, ownership of multi-unit thrift locations, wholesale distribution and brokerage of goods both nationally and internationally. He is experienced in creating and running private companies, as well as taking private companies public. He holds a BS from the College of Business at Florida International University.

Marc Douglas, Jr. (Director of Operations/City Representative)

Mr. Douglas is an experienced franchisee in two service-based franchise systems. He is experienced in the textile recycling industry by working in the family business. Over the last Eleven (11) years, he has worked in all facets of the collection, retail and wholesale areas of the textile industry. He uses his experience in sales, marketing and operations to run the day to day affairs.

Alex Livingston (City Supervisor)

Mr. Livingston has been working in the textile recycling industry for the past 3 years. He has been promoted several times in the company and is now the City Supervisor at FLSC, LLC. Alex oversees the hiring and firing process of employees, scheduling, bin maintenance and servicing standards and is in charge of the Corporate Warehouse activities

Nick Boariu

Mr. Boariu brings his many years of experience in multi-unit retail and franchise operations, as co-founder of two previous franchise concepts in his role as Executive Vice President and Board member. For the past 3 years, he has worked in all facets of the collection and wholesale areas of the textile industry. He holds a BS in Marketing with an emphasis in Management Information Systems, from Florida State University.

Chad Boariu

Mr. Boariu brings over 11 years of experience in the franchise industry at the franchisor level in multiple brands, and specifically, has worked closely with schools, PTA's, principals and their affiliated programs to raise money for their programs in need through partnerships. He holds a Bachelor of Science in Hospitality Management from the University of Central Florida.

Lori Pesetsky

Ms. Pesetsky is the FLSC, LLC. Office Manager and handles the textile recycling customer service questions and issues for residents and businesses at the Corporate Office. Lori is the first point of contact and works directly with the City Supervisor to make sure any issues are handled in a prompt manner with excellence.

John Ferguson

Mr. Ferguson brings over 30 years of experience in the waste management and recycling industry. In his career, Mr. Ferguson has been responsible for management, safety, government affairs, municipal

contracts, compliance, financial statements and budgets for eight solid waste and recycling divisions. He holds a BS in Management/Marketing from Maryville University.

Drivers (2 Personnel)

Responsible for route vehicle, collection of textile recyclables, delivery of textile to recycling center, safety and customer service.

Collection Personnel (2 Personnel)

Responsible for collection of textile recyclables, delivery of textiles to recycling center, safety and customer service.

Summary of Current or Pending Litigation in which Proposer is a party to:

FLSC is pleased to announce that FLSC, LLC is not and has not, for the last Two (2) Years, been named as a party in any substantive litigation that has had, or is likely to have, a material effect on its financial condition, the conduct of its business or its operations. No Court or Administrative Agency has ruled against FLSC, LLC in any business-related activities. FLSC, LLC has no current pending or future litigation against the company.

Awards, Certifications, or Other Recognitions related to Textile Recycling Programs

OFFICE OF THE TOWN ADMINISTRATOR
6591 Orange Drive • Davie, Florida 33314
Ph: 954.797.1035 • Fx: 954.797.2061
www.davie-fl.gov

July 22, 2016

Marc Douglas, Chairman
Florida Textile Recycling Programs
8930 State Road 84, Suite 211
Davie, FL 33324

TOWN COUNCIL
Judy Paul
MAYOR

COUNCILMEMBERS

Bryan Caletka
District 1

Caryl Hattan
District 2

Susan Starkey
District 3

Vice Mayor
Marlon Luis
District 4

Dear Mr. Douglas:

The Town of Davie and Florida Textile Recycling Programs have passed their one year anniversary for our textile recycling partnership. In preparation for the FY2017 Community Endowment Workshop, I am required to evaluate this agreement and its contribution. The Town of Davie entered into the textile recycling services franchise agreement to support the Town's Community Endowment Program. The Community Endowment supports non-profit human services such as child care and food banks; prior to our partnership, the Endowment lacked the necessary funding for long-term sustainability. Our goal was to implement a successful recycling program which provides a unique opportunity to be environmentally sound while aiding others in need of assistance.

Prior to our partnership, the Town faced an inundation of clothing drop off boxes, trucks and trailers on both public and private properties from for-profit and non-profit organizations. We continually received complaints regarding the boxes, trucks and trailers being devoid of ownership, poorly constructed and placed in parking spaces, drainage easements, and drive isles creating safety and aesthetic concerns. A canvass revealed in excess of over 100 unidentified containers scattered throughout the town. As a result of our partnership, all unidentified containers have been removed and your aesthetic-pleasing containers have been located strategically through the Town in the appropriate areas.

In terms of contract performance, you have exceeded expectations. From a customer service perspective, you promptly respond to all questions and/or inquiries raised by the Town; the responsiveness is commendable. In addition, you have favorably portrayed yourself and the Town through your public relations (print and radio media), special events and voucher program that have educated the community on this mutual beneficial partnership that encourages sustainable living. Your textile recycling containers and surrounding areas are maintained in quality condition. The program has been well-received as seen by drop off volume exceeding 100,000 pounds of textiles monthly to the containers thereby removing this product from the waste stream.

Finally, we want to thank you for your cooperation in working with the other non-profits in the Town. It was paramount that the Town residents retained the ability to decide where to drop off their clothing and textiles. As such, non-profits are still able to continue accepting textiles and other household goods in the Town of Davie through other methods. The Town is able to continue the Endowment program without using taxpayers' money while cleaning up an unregulated activity and meeting Davie's criteria for a fair and balanced approach.

We look forward to our continued relationship and appreciate the opportunity to provide feedback on your services. As always, if you have any questions or needs, please do not hesitate to contact me at 954-797-1034 or rlemack@davie-fl.gov.

Sincerely,

Richard J. Lemack
Town Administrator

C: Macciano K. Lewis, Deputy Town Administrator
Phillip R. Holste, Assistant Town Administrator
C. Mitch Taylor, Intergovernmental Affairs Coordinator

OFFICE OF THE TOWN ADMINISTRATOR
6591 Orange Drive • Davie, Florida 33314
Ph: 954.797.1035 • Fx: 954.797.2061
www.davie-fl.gov

March 4, 2015

RE: Town of Davie Introduction of Textile Recycling Program

TOWN COUNCIL
Judy Paul
MAYOR

COUNCILMEMBERS

Bryan Caletka
District 1

Vice Mayor
Caryl Hattan
District 2

Susan Starkey
District 3

Marlon Luis
District 4

To Davie Property Owner:

On February 18, 2015, the Town of Davie entered into a franchise agreement with FLSC, LLC to provide Textile Recycling Services in support of the Town's Community Endowment Program. Our mutual goal is to implement a successful recycling program which provides a unique opportunity to be environmentally sound while aiding others in need of assistance. To that end, FLSC, LLC has identified private property locations that may serve as potential sites for the hosting of a textile recycling bin. You are receiving this letter because FLSC, LLC has an interest in utilizing your property to provide these recycling services. Any private property participation is voluntary and must be mutually agreed to by FLSC, LLC and the property owner.

Since 1993, the Town has provided vital funding, in excess of $3.5 million, to local nonprofit agencies through the Community Endowment Fund to ensure local residents receive a variety of basic services. These services range from human services such as childcare and food banks to the enhancement and appreciation of culture and the arts. The sustainability of this fund is contingent upon revenue sources such as the Textile Recycling Franchise.

The Textile Recycling Program also has an environmental component as we will reduce the burden on our landfills through the reuse and recycling of textiles and shoes. In addition, all bins will contain monitors to notify FLSC, LLC when they are nearing capacity as to limit the number of vehicular trips to each bin. FLSC, LLC will be responsible to ensure the cleanliness of the area surrounding the bins.

Your participation will contribute to the success of the Community Endowment Program. With your authorization to proceed, FLSC, LLC will process the necessary paperwork for Town review and approval. If you have further questions regarding this Town program, please contact Phillip R. Holste, Development Administrator at 954-797-1041 or pholste@davie-fl.gov.

Sincerely,

Richard J. Lemack
Town Administrator

AD-2015-09

Habitat for Humanity®
Palm Beach County

To Whom It May Concern,

Habitat for Humanity of Palm Beach County Stores have been doing business with Florida Textile Recycling Programs of Weston, FL for almost 2 years. We have found their service to be very accommodating. They supplied our stores with bins for clothing and textiles. We have found their drivers to be professional and polite.

Any time we have needed a truck to pick up a larger than normal amount they have been able to send a truck right away. Our contact, Marc Douglas, is very easy to work with and cares about customer service.

I would recommend the services of Florida Textile Recycling Programs very highly.

Peter Gates
Chief Retail Officer
Habitat for Humanity of Palm Beach County

Weston, Fl. 33326

6758 N. Military Trail, Suite 301, Riviera Beach, FL 33407

Phone: (561)253-2080 Fax: (561)253-7888 www.habitatpbc.org

CITY of HOLLYWOOD, FLORIDA

POLICE DEPARTMENT • 3250 HOLLYWOOD BLVD. • HOLLYWOOD, FLORIDA 33021-6967

"A Leading Force In Professional Law Enforcement"

February 22, 2018

Re: City of Hollywood's Introduction of a Textile Recycling Collection Bin Program

Dear Business Owner:

On January 24, 2018, the City of Hollywood entered into a franchise agreement with FLSC, LLC to provide Textile Recycling Collection Bin Services for the City of Hollywood. As part of the Textile Recycling Collection Bin Program, the City Commission established a Community Endowment Trust Fund under which the City will receive a guaranteed revenue stream from FLSC and the annual revenue will be distributed to the Hollywood Police Athletic League (PAL), the Hollywood Police Explorer Program, the Homeless Family Reunification Program and the Youth Ambassador Program in accordance with Resolution No. R-2017-350. Furthermore, FLSC will provide the City with additional funding to be used for vouchers to be distributed to crime victims, families in need or homeless individuals in the family reunification program which may be used to purchase items at FLSC's retail store.

This program is modeled after a similar program in the Town of Davie which in the past three years has already collected nearly three million pounds of textiles in their clothing bins and prevented these items from entering landfills. Our mutual goal is to implement a successful recycling program which provides a unique opportunity to be environmentally sound while aiding others in need of assistance. To that end, FLSC has identified private property locations that may serve as potential sites for the hosting of a textile recycling bin. You are receiving this letter because FLSC has an interest in utilizing your property to provide these recycling services. Any private property participation is voluntary and must be mutually agreed to by FLSC and the property owner. The Textile Recycling Collection Bin Program has an environmental component which will assist in reducing the burden on our landfills through the reuse and recycling of textiles and shoes. In addition, all bins will contain monitors to notify FLSC when they are nearing capacity. FLSC will be responsible to ensure the cleanliness of the area surrounding the bins.

Your participation will contribute to the success of the Textile Recycling Collection Bin Program and the Community Endowment Trust Fund. With your authorization to proceed, FLSC will process the necessary paperwork for City review and approval. If you have further questions regarding this City program, please contact Major Manuel Marino at 954-967-4300 or via email at mmarino@hollywoodfl.org.

Sincerely,

Chris O'Brien
Chief of Police

c: Dr. Wazir A. Ishmael, City Manager
George R. Keller, Jr., Assistant City Manager for Public Safety
Mayor, Vice-Mayor and City Commissioners

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

November 7, 2016

To Whom It May Concern:

Mr. Chad Boariu, Director of Marketing of Florida Textile Recycling Programs contacted our school in the summer to ask us to be involved in the Textile Recycling Program. After hearing all about it, I was very excited to jump on board and learn more to get the ball rolling.

I'm a Middle School teacher at Lyons Creek Middle School in Broward County Schools in Florida. I teach the LEEO program. LEEO is Linking Education and Employment Outcomes. The Textile Recycling Program fit in perfectly with our objectives and goals. Along with getting my students prepared to take their Industry Certification tests in Microsoft Office programs and learning Soft Skills, we learn all about setting up and running/managing a real business. Thanks to Mr. Boariu, my students have been able to make real world business decisions with Florida Textile Recycling Program. My students decided where to place the two BINS after discussion of traffic patterns and visibility, and once placed, we all personally put our own bags of clothing in. Then, my students made PowerPoint slides to show the whole school on our daily morning announcements TV show and continuous scrolling announcements on the TVs in all of the classrooms. From there, my students wrote commercials on storyboards and filmed five advertisements to air on our daily morning show.

A month later, Marc Douglas, Chairman of Florida Textile Recycling Programs and Mr. Boariu personally came back in to share statistics with the students in both LEEO classes. To their and my amazement and excitement, the advertisement worked! According to the timeline of BIN placement, and the advertisements, the poundage increased exponentially from week to week grossing over $200 in less than 3 weeks. We predict we will surpass that for the next month. The students are already talking about how to increase this further.

Mr. Boariu and Mr. Douglas stayed in the classroom for the duration of both of my classes that day and shared the statistics of money raised, and presented us with our first check. The students got to pass the $200 check around and see for themselves how "real" their business venture is and the fruits of their labors.

This is just the start of a very successful cooperation with Florida Textile Recycling Programs and our school, and I highly recommend this program to any school district and school who would like to take advantage of this enormous potential. It's a Win/Win situation for all involved, and most importantly, the students are learning valuable lessons about running a business and management of earned income! They are learning about saving our environment, donating to the needy, how recycling works in its many forms, and creating charts and graphs to analyze the data from month to month for making decisions on the future of the business.

I have enclosed one of the five commercials my students created, filmed and edited so you can see their enthusiasm and hard work. I'm so proud of them, and very grateful to Mr. Boariu for his cooperation and assistance with this wonderful venture.

Respectfully,

John J. La Spina
Lyons Creek Middle School
Broward District Schools
6th & 7th Grade LEEO Teacher

Mr. La Spina's 6th Grade L.E.E.O. Class & Florida Textile Recycling SUCCESS!

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Challenger Elementary
[illegible], Principal
Tara Pasteur Assistant Principal
[illegible] NW 98th Avenue, Tamarac, FL 33321
[illegible] 754-322-5750 Fax 754-322-5790

SCHOOL BOARD
DR. ROSALIND OSGOOD, Chair
ABBY M. FREEDMAN, Vice Chair

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
DONNA KORN
PATRICIA GOOD
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

August 8, 2016

To Whom It May Concern:

The Florida Textile Recycling Program at Challenger Elementary School has been an outstanding and amazing partnership program. The teachers and students have been excited to participate, and bring the recycle items to our school. It is so convenient and easy to have a recycle bin right here in our very own parking lot.

We are so excited to have this partnership for the 2016 – 2017 school year. Thank you again, and we look forward to continuing our fantastic recycling program here at Challenger Elementary.

Sincerely,

Tara J. Pasteur, Assistant Principal

VERY IMPORTANT PERSON AWARD

VIP AWARD

Mr. Boariu

IS BEING RECOGNIZED BY

Nova Eisenhower Education Career Day

AS A PARTNER IN EDUCATION.

TO ACKNOWLEDGE YOUR CARING AND DEDICATION,
WE PROUDLY PRESENT YOU WITH THIS AWARD.

Ms. Lesser — Principal
NAME AND TITLE

April 8th, 2016
DATE

PARTNERS IN EDUCATION

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REACH FOR THE STARS

NOVA
EISENHOWER

April 8, 2016

Florida Textile Recycling Program

I wanted to take a moment to thank you again for taking part in our annual Career Day at Nova Eisenhower Elementary School on Friday, April 8, 2016.

Your willingness to provide information about your company to our students was a job well-done! I hope you had fun, as well!

Our Career Day was a huge success – and it was because of you! I can't thank you enough!

Thank you, again! See you next year?

Susan O'Donnell
Career Day Coordinator
Nova Eisenhower Elementary School

Nova Eisenhower Elementary School 6501 SW 39th Street Davie, Fl. 33314

From: Denise C. Loglia [mailto:denise.loglia@browardschools.com]
Sent: Thursday, January 26, 2017 9:16 AM
To: Diane T. Eagan <diane.eagan@browardschools.com>; Carolyn E. O'malley <carolyn.o'malley@browardschools.com>; Yolanda M. Demarize <yolanda.demarize@browardschools.com>; debger23@gmail.com; shorty_2006_princess@yahoo.com; chris@fkamartialarts.com; Nick Boariu <chad@textileprograms.com>; bsweeny@dohertyinc.com; applebeesmargate@dohertyinc.com
Subject: Atlantic West Elementary Community Involvement Awards 2/17/17

You are invited to attend (see attachment):
Community Involvement Awards
2017 Ceremony
Friday, February 17, 2017
9 a.m. Breakfast and Networking
10 a.m. Program

Bailey Hall, located at Broward College's
A. Hugh Adams Central Campus
3501 Davie Road, Davie FL 33314

Denise Loglia
Bookkeeper/Budgetkeeper/Confidential/Office Manager/Payroll Contact/HR Action Processor/Lease & Facility Usage Contact/Inventory Database Custodian
Atlantic West Elementary
301 NW 69th Terrace
Margate, FL 33063
P: 754-322-5304 F: 754-322-5340
denise.loglia@browardschools.com

http://atlanticwest.browardschools.com

Under Florida law, email addresses, and all communications, including email communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

Atlantic West Elementary
Community Involvement Awards
Attendee List
Diane Eagan, Principal
Carolyn O'Malley, Magnet Coordinator
Yolanda DeMarize, Volunteer Coordinator
Debbie Sheber, PTA
Norma Sheber, PTA
Maritza Smith, PTA
Chris Nott, Partner -FKA Martial Arts
Chad Boariu, Partner -FL Textile Recycling
Brittany Sweeney, Partner - Applebee' s
Kevin Petrow, Partner -Applebee's

Firewall Centers

Now they have a chance.

July 2016

Dear Resident,

Firewall Centers provides daily, school-based tutoring and mentoring services designed to help students achieve academic success, build character, and transform into servant leaders. Firewall exists to transform students into servant leaders. Firewall Centers provides daily, school-based tutoring and mentoring services designed to help students achieve academic success, build character, and transform into servant leaders. Firewall provides students with the individual attention they need to succeed. Our Center staff are college students that tutor, mentor, and connect to students in ways that others cannot. Firewall is not just a program – it's a family. We commit to students not just for a month or a year, but from 6th grade through high school graduation. We have grown since 2003, to 8 centers and we serve more than 400 students each day.

As a Town of Davie Community Endowment Fund recipient, we directly financially benefit from the monies that FLORIDA Textile Recycling Programs pays into the Endowment Fund from their textile recycling efforts within the Town of Davie. These funds provide monies for our 8 centers in Broward County, Florida. The recycling efforts of FLORIDA Textile Recycling Programs set an awareness for our youth to learn that clothing, shoes, and textiles should be recycled along with their other recyclables, and through this effort, monies are raised to assist charities such as ourselves, who benefit the future by way of our students.

Warm regards,

Firewall Centers
P.O. Box 551407
Davie, Florida 33355
#954.530.1871
WWW.FIREWALLCENTERS.ORG

July 14th, 2016

To Whom It May Concern:

By way of introduction, The **EASE Foundation** (Emergency Assistance Service Effort) is both local and grass roots oriented. Founded in 1988, we are here today because of the business community and residents of Davie, Florida. It is a neighbor helping neighbor organization. Our foundation was established to assist those residents who are trying to help themselves. Our purpose is to aid those qualified Broward residents, on a one-time basis, who are in need of temporary emergency assistance.

Since we are a non-profit organization, all funding for our support events and temporary emergency assistance come from donations, fundraising, grants and Project 25. We receive funding as a Town of Davie Community Endowment Fund recipient, and truly appreciate the efforts that **FLORIDA Textile Recycling Programs** has invested into Davie to keep clothing out of our landfill. Their recycling effort includes the fiscal benefit of financial contributions into the Community Endowment Fund that benefits non-profit organizations, including the EASE Foundation.

The EASE Foundation is based in Davie, supports the residents of Davie and is aligned with the Textile Recycling effort within Davie. We are grateful for the funding provided by the Community Endowment Fund through their textile recycling effort. This program is truly a Town team effort. We trust the relationship with the Community Endowment Fund in Davie and the recycling efforts of FLORIDA Textile Recycling Programs will continue to prosper for years to come.

Sincerely,

EASE Foundation, Inc.
4700 SW 64th Ave #B
Davie, FL 33314
Telephone: 954-797-1077
E-mail: info@easefoundation.org

EASE

CURRENT CONTRACTS IN EFFECT

FLSC, LLC Textile-oriented recycling collection and donation boxes current contracts with Governmental Entities

Town of Davie - 6591 Orange Drive, Davie, Florida, 33314
Contact - Phillip Holste, Assistant Town Administrator
Phone - 954.797.1041
Email - phillip_holste@davie-fl.gov
Project Dates: Start - 02.19.15 End - 09.30.19

Marion County - c/o Marion County Board of County Commissioners
601 SE 25th Avenue, Ocala, Florida, 34471
Contact - Ronald Crews, Solid Waste Department
Phone - 352.671.8465
Email - ronald.crews@marioncountyfl.gov
Project Dates: Start - 02.01.16 End - 02.28.19

City of Hollywood - 2600 Hollywood Boulevard, Hollywood, Florida, 33020
Contact - Manuel Marino, Police Department, 3250 Hollywood, Florida, 33021-6967
Phone - 954.967.4300
Email - mmarino@hollywoodfl.org
Project Dates: Start - 04.01.18. End - 10.01.22

School Board of Duval County - 1701 Prudential Drive, Jacksonville, Florida, 32207
Contact - Dr. Patricia S. Willis, Superintendent
Phone - 904.390.2115
Email - willisp@duvalschools.org
Project Dates: Start - 03.01.18. End - 06.30.19

Purchase Agreements with other Governmental Agencies

FLSC, LLC agrees that the Contract resulting from this RFP may be shared with other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each government agency allowed by FLSC, LLC to use this contract shall do so independent of any other government entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives liability by virtue of its bid and consequent contract ward.

REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

PRICE PROPOSAL FORM

Vendor shall offer a franchise fee rate under Option A and/or Option B that they will pay to the City for Textile-Oriented recycling collection and donation box placement rights upon City-wide (Option A) or City-owned (Option B) real property for a three year term.

DESCRIPTION	MONTHLY FEE	TOTAL ANNUAL FEE
OPTION A – FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-WIDE PROPERTY FRANCHISE AGREEMENT	$166.66 per bin	$2000.00 per Bin
OPTION B– FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE AGREEMENT	$100.00 per Bin	$1200.00 per Bin

FLSC, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

(954) 214-5912
TELEPHONE NO.

MARC DONOLATS
PRINTED NAME

marc@textileprograms.com
E-MAIL ADDRESS

MGRM
TITLE

3/11/18
DATE

TEXTILE RECYCLING BIN DESIGN		PRESENTED BY FLORIDA TEXTILE RECYCLING PROGRAMS		PHONE: 888.325.3877	FAX: 855.420.6104
PRESENTED TO THE CITY OF BOYNTON BEACH		OPTION #1		WEB: TEXTILEPROGRAMS.COM	

4 6

CLOTHING & SHOES RECYCLING BIN

CITY OF BOYNTON BEACH

KEEP YOUR CLOTHING AND SHOES OUT OF LOCAL LANDFILLS

FLORIDA Textile Recycling Programs

TEXTILEPROGRAMS.COM | 888.325.3877

FLSC, LLC | 3911 SW 47 AVE., SUITE 903, DAVIE, FL 33314

THIS IS NOT A CHARITY. TEXTILE RECYCLING COLLECTIONS MADE ARE NOT TAX DEDUCTIBLE.

47

TEXTILE RECYCLING BIN DESIGN		PRESENTED BY FLORIDA TEXTILE RECYCLING PROGRAMS		PHONE: 888.325.3877	FAX: 855.420.6104
PRESENTED TO THE CITY OF BOYNTON BEACH		VISUAL EXAMPLE OF BIN FRONT GRAPHICS		WEB: TEXTILEPROGRAMS.COM	

PROTECT YOUR RECYCLABLES

Please Place Clothes and Shoes in Bags

TIE BAGS CLOSED

NO DUMPING

(Do Not Leave Items Outside The Bin®)

PLACE BAG IN TRAY LIFT HANDLE

TEXTILE RECYCLING BIN DESIGN		PRESENTED BY FLORIDA TEXTILE RECYCLING PROGRAMS		PHONE: 888.325.3877	FAX: 855.420.6104
PRESENTED TO THE CITY OF BOYNTON BEACH		VISUAL EXAMPLE OF BIN DOOR GRAPHICS		WEB: TEXTILEPROGRAMS.COM	

CLOTHING & SHOES RECYCLING BIN

CITY OF BOYNTON BEACH

KEEP YOUR CLOTHING AND SHOES OUT OF LOCAL LANDFILLS

TEXTILE RECYCLING BIN DESIGN

PRESENTED TO THE CITY OF BOYNTON BEACH

PRESENTED BY
FLORIDA TEXTILE RECYCLING PROGRAMS

VISUAL EXAMPLE OF BIN BACK & SIDE GRAPHICS

PHONE: 888.325.3877 FAX: 855.420.6104

WEB: TEXTILEPROGRAMS.COM

Bins and Labeling

Examples:

Town of Davie Bin Textile Recycling Bin (Placed on curb/grassy area)

Town of Davie Textile Recycling Bin (Placed in parking space)

Description of Textile Recycling Bins

FLSC, LLC will be using a minimum of **Forty-Five (45) New** Textile Recycling Bins for the City's needs. The bins will be Galvanized Steel with Powder Coated Paint on the outside and inside of the bin: 14 Gauge HRS Steel. All Signage and Branding will be approved by the City of Boynton Beach for the Textile Recycling Bins.

Dimensions

The Bin Measurements are Fifty-Eight (58) inches x Fifty-Eight (58) inches x Seventy-Seven (77) inches. The Bins are weather-proofed and resistant to rain and moisture.

Mechanism for Accepting Textile Donations

The Bin will feature a Mail-Box Chute to ensure safety, security and to keep the textiles dry.

Sensors inside the Bins determine how full they are, and predetermined levels include alerts that are given to the office on which Bins need to be serviced. Bins that need service twice per week or more, will alert the office according to their sensors, and route trucks will service those Bins as necessary in the most Cost-Efficient manner.

Assuring Cost-Effective Recycling, FLSC, LLC will be utilizing SmartBin/BLIP Sensors. By using real-time fill level monitoring, SmartBin's/BLIP solution ensures that clothing bins are serviced only when necessary. The SmartBin's/BLIP sensors have shown huge collection efficiency improvements with service visits reduced by up to 40%. The reporting capabilities of the Smart Bin/BLIP solution saves many hours of back-office administration.

SmartBin/ BLIP Optimal Servicing Solutions now incorporates, in addition to basic remote fill-level monitoring a host of other management features that streamline the overall collection process.

These features include:

Resource Management, assignment of resources for specific tasks

Reports on Bin Utilization and Key Performance indicators

Route Optimization

Remote Diagnostics

Route Trucks with lift gates are provided to service Bins

Information on Exterior Labeling for Textile Recycling Bins

Signage which has been approved by both the City and FLSC, LLC will include the following information:

All sides of the bin signage will list the City partnership with FLSC, LLC with appropriate logos and signage. Clothing and Shoes Recycling Bin will be clearly marked letting residents know about the program.

The City Textile Recycling Bin will also have a telephone number for servicing or customer service needs, in addition to an address as well. The bins will also inform the

City residents that this Textile Recycling Program is not a charity. Textile Recycling collections made here are not tax deductible.

Inside the Textile Recycling Bin chute signs will instruct the City residents to protect their recyclables by placing clothes and shoes in bags, and to tie the bags closed. The Bin will also have a sign warning: No Dumping (Do Not Leave Items Outside the Bin), and to place bag in Tray and to Lift the Bin handle.

Design Process

The Detail and Design Process of the exterior labeling of the Textile Recycling Bins will be a collaborative effort that is managed by FLSC, LLC and approved by the City.

FLORIDA Textile Recycling Programs provides local municipalities with a unique opportunity to recycle clothes, shoes and textiles through exclusive municipal contracts. Together, we help each municipality find additional, much-needed funding while protecting the local environment and optimizing the community's recycling efforts. Our services help municipalities address two of their most important challenges: fiscal growth and environmental compliance.

for more information, call
888.325.FTRP (3877)

email: Info@TextilePrograms.com
web: TextilePrograms.com

OUR MISSION is to provide a convenient way for the public to recycle their clothes, shoes and textiles through exclusive municipal contracts. Our efforts reduce municipalities' carbon footprint, provide municipalities with fiscal growth and disposal savings, stimulate charitable contributions through municipality-sponsored programs and provide a source of clothes, shoes and textiles to those in need in the United States and throughout the world.

FLORIDA
Textile Recycling Programs

Municipality Program

According to the Environmental Protection Agency, the average American discards **70 pounds** of unwanted clothes, shoes and textiles into landfills each year, which amounts to an astounding **16.9 billion pounds*** of preventable waste every year. FLORIDA Textile Recycling Programs utilizes processes developed over nearly three decades to help the environment by minimizing the textile waste in local landfills.

FLORIDA Textile Recycling Programs is the first company in the country to be awarded an exclusive municipal contract for textile recycling, in the Town of Davie, Florida.

THE COMPANY

In February 2015, FLORIDA Textile Recycling Programs became the **first company in the country** to be awarded an exclusive municipal contract for textile recycling, in the Town of Davie, Florida. The Company works with both for-profit and non-profit entities that collect, manage and distribute clothes, shoes and textiles.

Our efforts stimulate local economies through market creation, small business promotion, job creation and charitable fundraising. FLORIDA Textile Recycling Programs provide a significant source of revenue and employment, while helping to reduce each municipality's carbon footprint.

BUSINESS PROFILE

- Protection of the environment by keeping reusable clothes, shoes and textiles out of local landfills.
- Reinforces the municipality's commitment to green recycling programs, that ensure ongoing improvements with their aesthetics, while reaffirming the environmental monitoring, compliance and enforcement provisions of the municipality's code of ordinances.
- The generation of funds for municipalities to use at their discretion to assist non-profits and those in need in their community.
- Funds may be used to subsidize many areas where municipalities have needs.

PROGRAM BENEFITS

- **Additional revenue** used at Municipality's discretion
- **Disposal savings**
- **Additional recycling credits** available
- Regulation through exclusive contracts allows municipalities to **control the location and number of bins placed** in their community
- **All locations approved by city officials** in accordance with corresponding ordinance
- **Liability insurance and indemnification provided**
- Provides the public with a **convenient way to recycle** their clothes, shoes & textiles by keeping them out of local landfills
- **Reducing carbon footprint** by using the Bin Location Information Program (BLIP®), where sensors monitor the fill levels of each recycling bin and send notifications when bins need servicing
- Existing exclusive **contract may be piggybacked**

OPERATION

Each municipality has a specified number of recycling bins and site trucks mutually agreed upon by the Company and municipality. Attended site trucks will be used when necessary for those residents in need of assistance, and for handling the volume of busy locations.

Using the company's Bin Location Information Program, "BLIP®", the Company can visualize each municipality on an interactive map that includes the placed recycling bins. In addition to tracking each location, BLIP® monitors the load level in each bin. This feature significantly reduces the carbon footprint by automatically generating a roadmap with the most efficient route to those recycling bins that need to be serviced.

KEY MANAGEMENT PROFILES

Marc Douglas

Mr. Douglas brings 15 years of experience in the textile industry including the collection of goods, ownership of multi-unit thrift locations, wholesale distribution and brokerage of goods both nationally and internationally. He is experienced in creating and running private companies, as well as taking private companies public. He holds a BS from the College of Business at Florida International University.

John Ferguson

Mr. Ferguson brings nearly 30 years of experience in the waste management and recycling industry. In his career, Mr. Ferguson has been responsible for management, safety, government affairs, municipal contracts, compliance, financial statements and budgets for eight solid waste and recycling divisions. He holds a BS in Management/Marketing from Maryville University.

Nick Bourin

Mr. Bourin brings his many years of experience in multi-unit retail and franchise operations, as co-founder of two previous franchise concepts in his role as Executive Vice President and Board Member. He holds a BS in Marketing with an emphasis in Management Information Systems, from Florida State University.

Marc Douglas, Jr.

Mr. Douglas is an experienced franchisee in two service based franchise systems. He is experienced in the textile recycling industry by working in the family business. Over the last decade, he has worked in all facets of the collection, retail and wholesale areas of the textile industry. He uses his experience in sales, marketing and operations to run the day to day affairs.

Chad Bourin

Mr. Bourin brings over 11 years of experience in the franchise industry at the franchisor level in multi-brands and specifically, has worked closely with schools PTA's, principals and their affiliated programs to raise money for their programs in need through partnerships. He holds a Bachelor of Science in Hospitality Management from the University of Central Florida.

Plan to Incorporate a Textile-Oriented Recycling Collection Donation Box Program

FLSC, LLC will provide services including Textile Collection, transfer and recycling services for private citizens and companies throughout the City. FLSC, LLC's preference is Option "A" and believes Option A would allow the Textile Recycling Collection Program to be the most successful. It would allow residents and business owners to have a more accessible and convenient option to recycling textiles.

FLSC, LLC Staff will mutually agree upon a minimum of forty-five (45) approved City locations for the City textile-orient recycling collection boxes in the textile recycling program. FLSC, LLC will work with the City on any locations that may be desired locations for additional boxes.

FLSC, LLC senior management team has more than seventy-five (75) years of experience in the Textile collection, transfer and recycling services management/operations industry. The management team has the professional ability to implement all components of the plan.

Each start-up provides its own challenges to overcome and required innovative and careful planning through unique strategies to insure a seamless start-up.

Implementation Plan and Schedule

FLSC will commence work upon written notice by the City to proceed. FLSC, LLC will perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

FLSC, LLC understands that it is the intention of this RFP to obtain the products and services as specified in the RFP from a source of supply that will give prompt and convenient service. FLSC, LLC is that provider. FLSC, LLC is dedicated to providing the highest level of customer service available. We service our customers and communities with integrity, and in a courteous and efficient manner. FLSC, LLC is able to perform as required under the Scope of Services.

Our Management team, supervisors and staff will utilize state of the art communication equipment to provide Textile collection, transfer and recycling services, such as:

- GPS Real Time Mapping System: Smart Bin/BLIP Technology Real Time Routing System
- 2-way radios and Cellular phones

Smart Bin/BLIP Technology Routing System will be utilized in the Textile Recycling Bins to let staff know they are ready to be collected. SmartBin/BLIP sensors let staff know what levels of textiles are in each bin. SmartBin/BLIP Technology will be utilized in record keeping for servicing the Bins.

Textile Recycling Bins are similar to Post Office Boxes, once textiles are tossed in the Bin, only collection personnel can take them from the Bins. They have a built-in Security System.

FLSC, LLC will insure that the City and its facilities will receive the highest levels of services, required and expected by this Bid.

FLSC, LLC will insure that the City Textile Recycling Services are seamlessly implemented and has the knowledge and experience which allows us to be able to provide an incident free start-up to the new agreement. FLSC, LLC would be in position to begin an immediate transition to the Textile Recycling Collection Service Program with the City. FLSC, LLC would utilize the timeframe before the start date to prepare for notification delivery and educational programs for implementing the Program. FLSC, LLC will continue its current policy of having supervisors meet with drivers and customer service, both before routes are started and completed to discuss issues or upcoming events. Supervisors understand the City's needs, which is why it is so important for them to work very closely with Drivers and Customer Service for the City.

FLSC, LLC will assemble their team and start assigning tasks for each individual to handle in order to complete a smooth start-up. FLSC, LLC will meet with City Staff prior to start up to provide an update on the program's progress.

FLSC, LLC will implement the delivery of all City Textile Recycling Bins in One (1) Phase.

SmartBin / BLIP Technology
Sensors

smartbin

Optimal Servicing Solution Recycling & General Waste

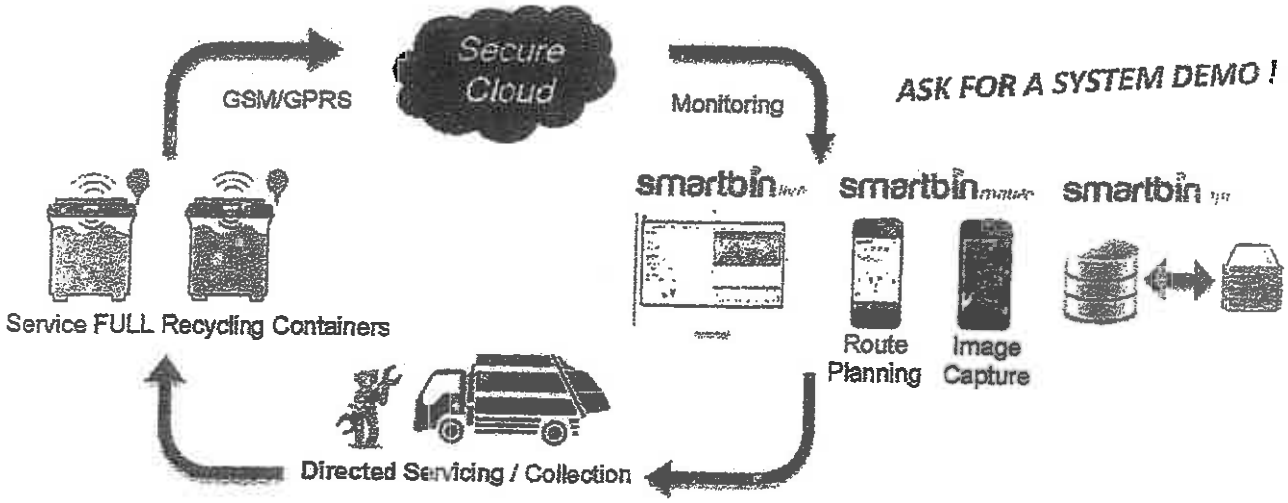
Key Benefits

- ✓ Cut Service Costs by 25%
- ✓ Eliminate Over-Fill
- ✓ Reduce CO2 emissions
- ✓ Extend Container Life
- ✓ Keep Recycling Green
- ✓ Win New Contracts !

- ✓ Glass
- ✓ Textile
- ✓ Books
- ✓ REST
- ✓ Plastics
- ✓ Paper
- ✓ Cans
- ✓ Organics
- ✓ WEEE

Monitoring of remotely located assets such as Glass, General Waste and Recycling Containers brings the opportunity to optimize the utilization of these assets. SmartBin's Opimal Servicing Solution gives you the tools to do this, and dramatically improve your business processes.

SmartBin's Optimal Servicing Solution for Recycling and General Waste Containers integrates remote monitoring sensors with web and mobile portals. Whether you manage 100 bins or 10,000 bins, SmartBin has a solution that will generate significant cost savings. Talk to us today to learn more and see how easy it is to get a trial system up and running in your application.



Key Features

- ✓ Remote Level Monitoring
- ✓ Easy Install & Upgrades
- ✓ Easy Web Portal Admin
- ✓ See over for more...

Like in any business management problem, you must first measure (or monitor) before you can control! But good business management also means that you must maximize the ultilization of assets deployed. SmartBin's integrated Sensor and Web portal solutions allow you to do exactly that, i.e. ensure that you are getting the best return from all of your assets (containers, collection vehicles and personnel).
Modern technology offers new easy ways to improve the efficiency of your business processes. Talk to your SmartBin representative to see how easy it is to get a trial system up and running in your application.

smartbin.com®

Smart Bin / BLIP Technology
Sensors

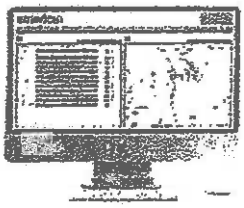
Select Features of SmartBin Servicing Solutions

ubi

- ✓ *World's best fill-level sensor*
- ✓ *Up to 10 years Battery life*
- ✓ *Compatible with most materi*
- ✓ *Works in many container type*

Boasting best-in-class perfomance, these UBi Sensors achieve specifications unmatched by any other providers. Robust and Reliable, UBi Sensors utilize advanced ultrasonic measurement and signal processing techniques for better accuracy, and superior communication algorithms that guarantee a reliable messaging service ..... even under extreme environmental conditions.

smartbin *live*



- ✓ *24/7 web access*
- ✓ *User friendly portal*
- ✓ *Key metrics & benchmarking*
- ✓ *Optimal route planning*
- ✓ *Route profit estimations*
- ✓ *Alerts management system*
- ✓ *....and lots more features*

The SmartBin Live web portal provides users with an instant bird's eye view of all assets/bins under management. So administrators and logistics staff make intelligent decisions about how to deploy their collection fleet. The user interface is intuitive and feature rich.

smartrun

- ✓ *Generate optimal routing (smartruns)*
- ✓ *Only service containers that need servicing*
- ✓ *Know travel time, distance, fuel usage*
- ✓ *View estimated Profit (or Loss) per route*
- ✓ *View Service & Trip Efficiency metrics*
- ✓ *Assign routes to mobile app users*

The route planning feature allows quick and easy generation of optimal routes, according to your defined criteria. So, in advance of the route execution, you will know the estimated travel time, collection weight, travel distance, carbon emissions ..... and the Profit (or Loss) for that planned route. **Know BEFORE You Go !!**

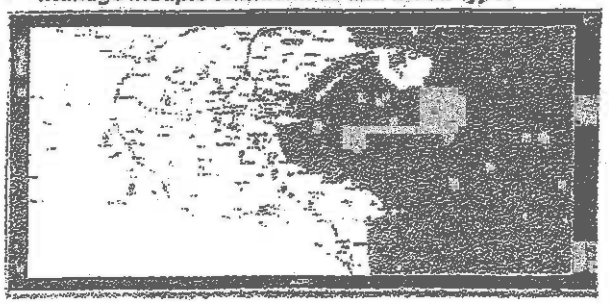
smartbin *mobile*

- ✓ *Access pre-assigned optimal routes*
- ✓ *Route tracking and navigation*
- ✓ *On-site image capture*
- ✓ *Offers full service traceability*
- ✓ *Allows creation of "Virtual" sensors*

The SmartBin mobile app is intended for use by drivers, collectors and installers. Users can easily access pre-assigned, *smartruns* ensuring that each and every collection journey is optimal – saving precious fuel and CO_2 emissions. The app also provides navigation and route tracking capabilities. Notes and images are automatically uploaded to the SmartBin Live portal.

smartview

- ✓ *Big screen war-room views*
- ✓ *Real time remote updates & alerts*
- ✓ *Manage mutiple communities and assets types*



smartbin *api*

- ✓ *Allows 3rd party system access to your data*
- ✓ *Suits large installations with existing MIS or ERP*

SAP FleetMatics ORACLE

SmartBin has many years of experience in integrating our solution with third party systems including various Fleet Management solutions and ERP systems (e.g. SAP). In this way, your existing processes can be made even more efficient. SmartBin also undertakes bespoke development work to ensure that you receive exactly the right information necessary to optimize your processes. Ask to talk with our customer support team.

e info@smartbin.com w www.smartbin.com smartbin.com®

Document SB128r00 *SmartBin reserves the right to change the contents of this brochure without prior notification*

Operations Plan

Business Model, Management Strategies, Maintenance/Repair Programs, and Marketing Promotional Strategies

Methodology to Operational Business Model

Our operational and management team is responsible for facilitating strategies and resolutions for general operational issues that included missed collections, bin issues, spillage, and any other operational issues which will need immediate action.

Daily Start Up of Operations will include the following:

Employees must arrive at their scheduled time

Employees must wear company uniforms bearing company name. All uniforms should be clean and neat in appearance.

Drivers must possess a valid Commercial Driver's License

Drivers must perform pre-inspection as it relates to maintenance and safety of the vehicle. Information is to be recorded on a Vehicle Condition Report. Report is turned in to dispatch at the end of each working day

Drivers will ensure that safety and service qualities are maintained while completing their duties.

Drivers will attend mandatory monthly safety meetings.

Management Strategies

Completion of Operations through training by management will include the following:

Truck is returned to the Broward facility after it has been emptied.

Driver completes post-road maintenance check.

Trucks in need of service or repairs will be done nightly

Equipment List:

Contract Equipment Plan

Vehicles Dedicated to this Service Contract

FLSC, LLC will service the City bid utilizing the following assigned vehicles and collection bins (which will be purchased new) for this contract:

One (1) Route Supervisor Truck

One (1) Textile Collection Route Truck

A Minimum of Forty-Five (45) Minimum NEW Textile Recycling Collection Bins

Additional equipment will be brought on line as needed

All Collection Vehicles and other equipment which FLSC, LLC will be supplying and dedicated to this Bid will be in excellent condition to begin servicing the City.

All Collection Bins which FLSC, LLC will be supplying and dedicated to this Bid will be new and in excellent condition to begin servicing the City.

Vehicle List

Year	Trucks/Trailers	Condition
2014	International 4300	Good
2012	International 4300	Good
2012	International 4300	Good
2011	Wabash Trailer	Good
2003	Isuzu NPR	Good
2002	Isuzu NPR	Good
2010	Inifinity QX56	Good
2010	Dodge Ram 1500	Good
1993	Dorsey Trailer	Good
1994	Wava Trailer	Good
1982	Greydan Trailer	Good
1987	Lufkin Trailer	Good
1989	Fruehauf Trailer	Good

Equipment Maintenance and Repair

All vehicles and auxiliary equipment shall be kept clean, sanitary, safe and in good repair at all times of service.

FLSC, LLC will regularly maintain all vehicles in good repair, appearance and in a clean and sanitary condition. All vehicles shall be maintained regularly in a manner to prevent discharge of collected material, vehicle fluids, and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained on all vehicles and made available to the City upon request.

All Collection Service Vehicles shall be cleaned regularly.

FLSC, LLC will equip each vehicle, including spare vehicles, with a cell phone capable of communications with the Customer Call Center and FLSC, LLC local office.

FLSC, LLC will purchase and/or lease, and will have on hand at all times and in good working order, such vehicles and equipment as will permit FLSC, LLC to promptly and efficiently perform all the contractual duties specified in this bid. FLSC, LLC vehicles shall be compatible in size and weight with, and appropriate for, the areas where such vehicles and equipment are utilized. The vehicles and collection equipment used to provide collection service in the Textile Recycling Service Area shall be used for the benefit of the Textile Recycling Program in order to determine material origin. Additionally, vehicle consistency will ensure that the vehicle numbering system easily correlates with monthly reports. FLSC, LLC will provide, maintain, and have available at all times the necessary amount of Collection Service Vehicles, Collection Bins, and other necessary equipment in proper condition, as determined by the City, to perform the services to the City pursuant to this Bid.

FLSC, LLC will be responsible for the purchase of all Collection Service vehicles, Bins and other equipment for the provision of Collections Services pursuant to this Agreement. FLSC, LLC shall distribute Bins and other equipment to City approved locations.

FLSC, LLC shall be solely responsible for Collection Bins purchased by FLSC, LLC. Upon notification to FLSC, LLC by the City that a Bin has been lost, destroyed, stolen or that it has been damaged beyond repair, FLSC, LLC will deliver a replacement Bin to such location.

Methodology for monitoring bins and cleanliness (10-foot area)

FLSC, LLC utilizes SmartBin/BLIP technology in the textile recycling bins. This technology allows the Supervisor to monitor fill levels within bins, and record these fill levels according to an assigned color associated with the percentage of capacity. At a specified level, a bin is ready to be serviced, and mapping directions can be created for the most efficient route to service those bins which are ready. This process saves fuel, time, effort and frustration from visiting bins that are not yet at the proper capacity.

The Blip software includes an array of reporting to monitor the City Textile Recycling bins. These reports include seeing the percentage fill of each bin, the historical services on each bin and the average load size, an estimate for the cost of each route and profitability associated prior to

engaging in the route. This system is helpful to know if you should wait a little while longer for the bins to fill to a higher percentage. These reports can be saved and exported.

FLSC, LLC will also be responsible for anything that is outside the bin, within a ten (10) foot area of the textile recycling collection bin. FLSC, LLC will take care of any calls for servicing a bin in a prompt fashion and make sure that the bins are serviced according to the highest business practices. Vandalized or otherwise damaged collection bins shall be replaced repaired within Forty-Eight (48) hours. Equipment meets all State of Florida and Federal safety regulations.

Sustainability Plan

Sixteen (16) and Twenty-Six (26) foot trucks with tailgate lifts will be provided to collect textiles. By utilizing Smartbin/BLIP technology, FLSC, LLC will reduce carbon footprint when servicing textiles collected in the bins.

All FLSC, LLC trucks will be utilizing diesel fuel, which emit lower amounts of carbon monoxide, hydrocarbons and carbon dioxide than does gasoline.

100% of all textiles collected by FLSC, LLC are reused, resold or repurposed by local thrift and consignment stores, or local, regional and international buyers or international buyers.

Textile materials that are no longer usable, are sold to companies who can recycle these materials into playground material or rags or wiper cloths.

Data Provided to City

City Bins provided by FLSC, LLC will be maintained in good condition and have neatly labeled signage and logos, which are agreed upon with City Staff. The storage capacity shall be suitable for the amount of Textiles generated by the customers or locations.

FLSC, LLC will provide, maintain and have at all times a fleet of collection vehicles, including spare vehicles of sufficient number and type to provide all services described in the Bid. Trucks in need of service or repairs will be done nightly.

FLSC, LLC will supply the city with monthly weight reports for all textiles collected from the program on an excel spread sheet.

Staffing Plan

Start-up of Daily Operations will include the following:

Employees must arrive at their scheduled time.

Employees must wear company uniforms bearing company name. All uniforms should be clean and neat in appearance.

Drivers must possess a valid Commercial Driver's License.

Drivers must perform pre-inspection as it relates to maintenance and safety of the vehicle. Information is to be recorded on a Vehicle Condition Report. Report is turned in to dispatch at the end of each working day.

Drivers will ensure that safety and service qualities are maintained while completing their duties.

Drivers will attend mandatory monthly safety meetings

Completion of Staffing and Daily Operations will include the following:

Truck is returned to the Broward facility after it has been emptied

Driver completes post-road maintenance check

FLSC will equip each collection vehicle, including spare vehicles, with a cell phone capable of communications with the Customer Call Center and FLSC, LLC local office.

FLSC will purchase and/or lease, and will have on hand at all times and in good working order, such vehicles and equipment as will permit FLSC, LLC to promptly and efficiently perform all the contractual duties specified in this Bid. FLSC, LLC vehicles shall be compatible in size and weight with, and appropriate for, the areas where such vehicles and equipment are utilized. The vehicles and collection equipment used to provide collection service in the Textile Recycling Service Area shall be used for the benefit of the City Textile Recycling Program in order to determine material origin. Additionally, vehicle consistency will ensure that the vehicle numbering system easily correlates with monthly reports. FLSC, LLC will provide, maintain and have available at all times the necessary amount of Collection Services vehicles, Collection Bins, and other necessary Equipment in proper condition, as determined by the City, to perform the services to the City pursuant to this RFP.

FLSC, LLC shall be solely responsible for Collection Bins purchased by FLSC, LLC. Upon notification to FLSC, LLC by the City that a Bin has been lost, destroyed, stolen or that it has been damaged beyond repair, FLSC, LLC will deliver a replacement Bin to such location.

FLSC, LLC will look to hire and recruit local personnel in order to fulfill its duties under the contract.

Recruiting, Hiring and Retention Plan

FLSC, LLC will adhere to Title VII of the Civil rights Act of 1964, and will not allow employee discrimination based on race, color, religion, sex, or national origin. FLSC, LLC will also adhere to the Equal Pay act of 1963 protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination.

FLSC, LLC will hire employees through the Indeed.com website hiring platform. All FLSC, LLC employees undergo an extensive National, State and Local background check. FLSC, LLC mandates that all employees must have a clean driving record when operating vehicle equipment.

FLSC, LLC conducts monthly employee meetings, which include food and drinks and FLSC, LLC has also had employee retreats outside of work as well.

Approach to Customer Service and Disputes

FLSC, LLC service team is responsible for handling customer inquiries and questions and service related complaints with the utmost efficiency, professionalism, promptness and courtesy. Our team members are trained in customer service procedures. The customer service team is required to follow FLSC, LLC policies in regard to customer call backs, responding to service related issues, and processing work orders.

Property Damage

FLSC, LLC shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of Textile Recycling collection service caused by the FLSC, LLC or it's representative. FLSC, LLC shall notify the City Manager or his/her designee of any reports by City citizens or FLSC, LLC employees of property damage with-in Twenty-Four (24) hours of occurrence or report.

FLSC, LLC shall provide, pay for, and maintain insurance types and limits as required by the City RFP in force at all times during the services to be performed. FLSC, LLC has attached a sample certificate in Tab 6, Attachment C.

Insurance

FLSC, LLC shall submit to the City a Certificate of Insurance at a Minimum, Provide, Pay-For, and Maintain in Force at all Times during the Term of this Contract that are required under this RFP. The Certificate of Insurance will be obtained after the Award of the RFP and prior to signing the Awarded Textile Recycling Contract.

Sample

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Magaya Insurance Services
7950 N.W. 53rd Street
Suite 300
Miami FL 33166

CONTACT NAME: Michael Drath
PHONE (A/C, No, Ext): (786) 363-0500 FAX (A/C, No): (786) 363-1415
E-MAIL ADDRESS: mdrath@magayainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
INSURER B: Rockhill Insurance Company	28053
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED LLT, LLC, FLSC, LLC, &
Thrift Shops Of North Lauderdale, Inc.
3200 N. STATE ROAD 7
FT. LAUDERDALE FL 33319

COVERAGES

CERTIFICATE NUMBER: CL177501298 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			BOFTL30751	3/21/2017	3/21/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			RXSLWGR004039-00	3/21/2017	3/21/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Business Personal Property							$61,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Davie
6591 Orange Drive
Davie, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Drath/DRATH

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KEYES COVERAGE INC
5900 HIATUS RD
TAMARAC, FL 33321
1-954-724-7000

Sample

PROGRESSIVE COMMERCIAL

Policy number: 04141459-0
Underwritten by:
Progressive Express Ins Company
February 26, 2018

Certificate of Insurance

Certificate Holder

Additional Insured
TOWN OF DAVIE
6591 ORANGE DR
DAVIE, FL 33314

Insured
FLSC, LLC.
135 WESTON RD
WESTON, FL 33326

Agent
KEYES COVERAGE INC
5900 HIATUS RD
TAMARAC, FL 33321

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Sep 17, 2017 Policy Expiration Date: Sep 17, 2018

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Personal Injury Protection	$10,000 w/$0 Ded - Named Insd & Relative

Description of Location/Vehicles/Special Items

Scheduled autos only

2003 ISUZU NPR 4KLB4B1U33J803586	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
1996 WABASH TRAILER 1JJV532U3TL380342	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
2012 WABASH TRAILER 1JJV532D6CL631404	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
2007 WABASH TRAILER 1JJV532W37L058999	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
2004 GREAT DANE TRAILER 1GRAA06284J602354	
Comprehensive	$1,000 Ded

Continued

Sample

Policy number: 04141459-0

Collision	$1,000 Ded
2011 WABASH TRAILER 1JJV532D9BL370865	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded
2006 ISU NPR JALC4B16367005272	
Comprehensive	$1,000 Ded
Collision	$1,000 Ded

Certificate number

05718A11459

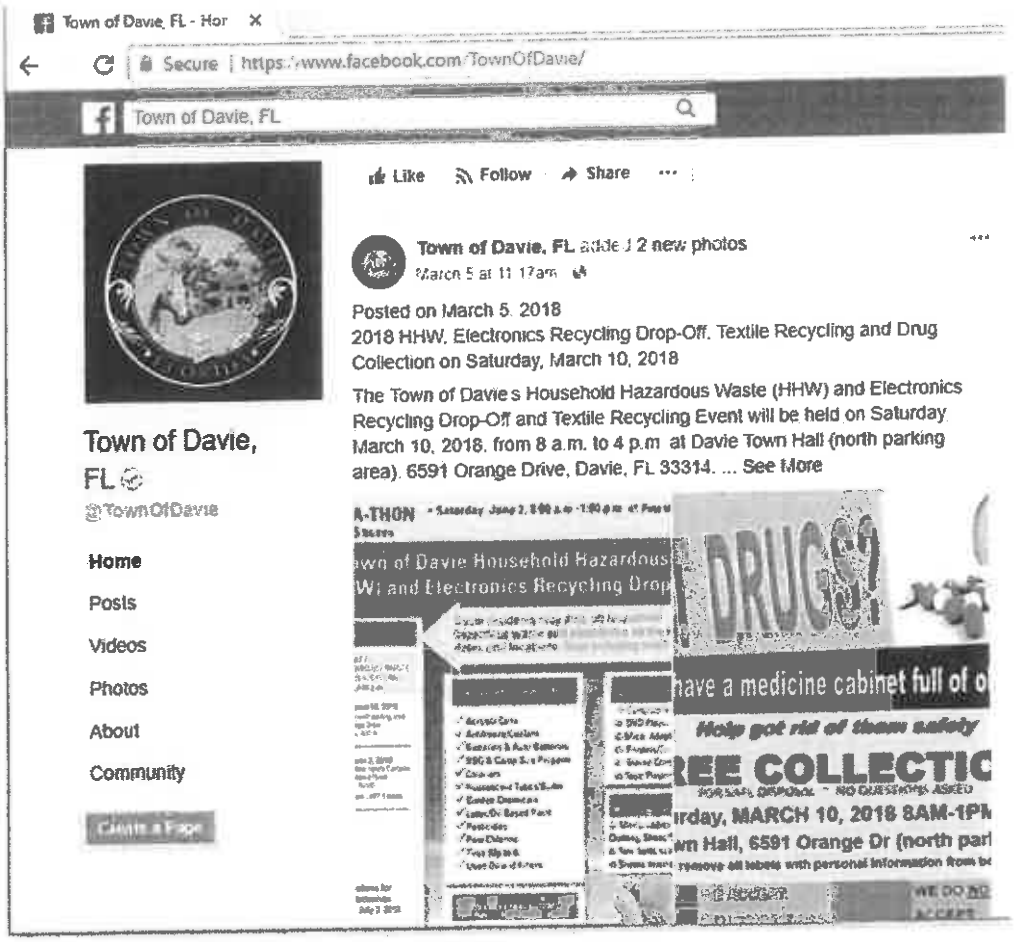
Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)

Community Outreach Advertisements

FLSC, LLC will work with City staff to help promote the textile recycling program through specific events to encourage residents to participate in the Textile Recycling Program. FLSC, LLC has extensive marketing experience and has participated in specific clothing drives, city parade functions, golf tournament sponsorships and other City events to help market the program. FLSC, LLC has also created and marketed a postcard that was sent via USPS to promote the Textile Recycling Program.

City Social Media / Website Advertising Example:



https://www.facebook.com/TownOfDavie/

Sample Website Display

SHRED-A-THON • Saturday, June 3, 8:00 a.m.-1:00 p.m. at Town Hall
LIMIT 5 boxes • Saturday, Dec. 2, 8:00 a.m.-1:00 p.m. at Pine Island Park

2017 Town of Davie Household Hazardous Waste (HHW) and Electronics Recycling Drop-Off

Davie residents may drop off household hazardous waste and electronics on the following dates and locations. Now including textiles recycling

LOCATIONS

TEXTILES, HOUSEHOLD HAZARDOUS WASTE & ELECTRONICS RECYCLING
8:00 a.m. - 4:00 p.m.

Saturday, March 4, 2017
Pine Island Park (Bamford Sports Complex)
3801 S. Pine Island Road
Davie, FL 33328

Saturday, June 3, 2017
Davie Town Hall (north parking area)
6591 Orange Drive
Davie, FL 33314
Shredding 8:00 a.m. - 1:00 p.m. LIMIT 5 boxes

Sunday, September 10, 2017
Pine Island Park (Bamford Sports Complex)
3801 S. Pine Island Road
Davie, FL 33328

Saturday, December 2, 2017
Shenandoah Park
14452 Shenandoah Parkway
Davie, FL 33325
Shredding 8:00 a.m. - 1:00 p.m. LIMIT 5 boxes

BULK & YARD WASTE
Saturdays 8:00 a.m. - 4:00 p.m.
WM / Sun12
2380 College Avenue
Davie, FL 33328

ELECTRONICS RECYCLING
ARC Ft. Lauderdale
3300 SW 13 Ave
Fort Lauderdale, FL 33315
M-F 8:30 a.m. - 4:30 p.m.

ACCEPTABLE HHW ITEMS

- ✓ Aerosol Cans
- ✓ Antifreeze/Coolant
- ✓ Batteries & Auto Batteries
- ✓ BBQ & Camp Size Propane
- ✓ Cleaners
- ✓ Fluorescent Tubes/Bulbs
- ✓ Garden Chemicals
- ✓ Latex/Oil-Based Paint
- ✓ Pesticides
- ✓ Pool Chlorine
- ✓ Tires (**Up to 4**)
- ✓ Used Oil and Filters

UNACCEPTABLE ITEMS

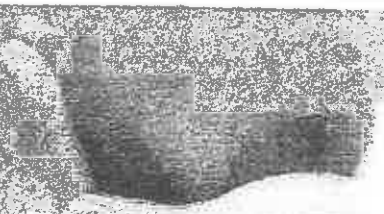
- ✗ Appliances
- ✗ Asbestos
- ✗ Explosives or Ammunition
- ✗ Medical/Infectious Waste
- ✗ Non-residential Waste

ELECTRONICS RECYCLING

- Computers
- Cables
- DVD Players
- Key boards,
- Mice, Adapters
- Monitors
- Printers/Scanners
- Radios
- Stereo Components
- TVs
- Tape Players
- VCRs

TEXTILES RECYCLING
CLEAN/NOT TORN OR BADLY SOILED

- Men's, Ladies & Children's Clothing, Shoes/Sneakers
- Ties, belts, scarves, hats, purses
- Sheets, towels, drapes, fabric



FOR INFORMATION CONTACT

Sun Bergeron
Lee Rickles, 954-680-6100 or
Lee.Rickles@bergeroninc.com

Town of Davie
954-797-1045 or
waste@davie-fl.gov

SUN BERGERON
www.sunbergeron.com

70

PLEASE BRING PROOF OF DAVIE RESIDENCY.
DROP-OFF IS ONLY FOR RESIDENTIAL HHW AND ELECTRONICS RECYCLING, NOT FOR BUSINESSES.
EVENT MAY BE CANCELED DUE TO RAIN, EXCESSIVE WINDS, OR OTHER HAZARDOUS CONDITIONS.

City Website Advertising Example:

Davie, FL

https://davie-fl.gov-CivicAlerts.aspx?AID=210

Create an Account - Increase your productivity, customize your experience, and engage in information you care about.

Home › News Flash

Town of Davie News and Announcements

Posted on March 5, 2018

HHW, Electronics Recycling Drop-Off, Textile Recycling & Drug Collection on Saturday, March 10, 2018

Posted on March 5, 2018

2018 HHW, Electronics Recycling Drop-Off, Textile Recycling and Drug Collection on Saturday, March 10, 2018

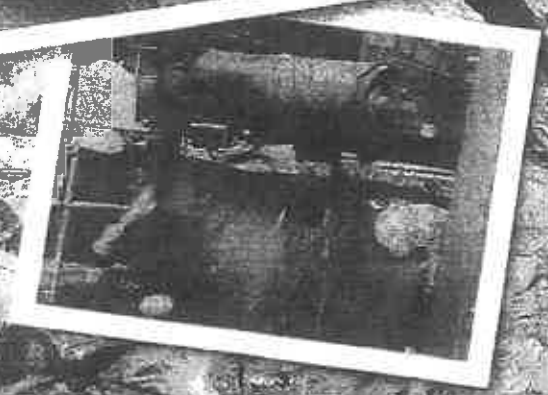
The Town of Davie's Household Hazardous Waste (HHW) and Electronics Recycling Drop-Off and Textile Recycling Event will be held on Saturday, March 10, 2018 from 8 a.m. to 4 p.m. at Davie Town Hall (north parking area), 6591 Orange Drive, Davie, FL 33314.

For additional information on the HHW & Electronics Recycling Drop-Off Event, please contact Sun Bergeron at 954-680-6100 or visit the Town of Davie's website.

https://davie-fl.gov/CivicAlerts.aspx?AID=210

Sample Postcard

OFFICIAL 2017 TOWN OF DAVIE
HOUSEHOLD HAZARDOUS WASTE (HHW) ELECTRONICS AND TEXTILES RECYCLING INFORMATION



Town of Davie
6591 Orange Drive
Davie, FL 33314

PRSRT STD
US POSTAGE
PAID
PERMIT NO 1385
FT. LAUDERDALE, FL

ECRWSS EDDM

Residential Customer

ATTENTION DAVIE RESIDENTS!

2017 TOWN OF DAVIE

Household Hazardous Waste (HHW) and Electronics Recycling Drop-Off

NOW INCLUDING
TEXTILES
CLOTHING & SHOES

Sample:
Advertisement Posted at Public Contact Sites

The Town of Davie *"Clothing Round-Up Drive"*

Date: Monday, July 4th, 2016
Location: Pine Island Park Multipurpose Center
3801 South Pine Island Road, Davie, FL 33328
Time: 3 p.m. – 6 p.m.

You will Receive Significant Coupons for Big Discounts at Local Davie Businesses for your Clothing Contribution at the Event

Below is a list of items that can be placed in the bins:

Clothing: pants, jeans, skirts, dresses, suits, shorts, shirts, tees, tanks

Footwear: shoes, boots, heels, sneakers, sandals, socks, tights

Undergarments: bras, underwear, slips, camisoles

Accessories: hats, belts, ties, scarves, headbands

Handbags: wallets, totes, luggage, backpacks, briefcases

Linens: towels, sheets, comforters, blankets, tablecloths

As you clean out the old and bring in the new, You can Help the environment & Your Davie Endowment Fund Recipients too!

***For Bin Location Information, Please Go To:** DavieClothingBins.com

***For Additional Assistance, Please Visit our Attended Location in Tower Shops at University & 595, (Near Trader Joe's & Home Depot)**

Creative Marketing Initiatives

FLSC, LLC will work in cooperation with City staff to help market the Textile Recycling Program through creative marketing programs. The City staff will be asked to send out electronic information to the City online resident database, and/or post the information on the official City Website and any printed updates through the water bills sent out to residents. FLSC, LLC. will pay for postcards to help market the program to City Residents.

FLSC, LLC Textile Recycling Marketing Examples:
Town of Davie 4th of July Celebration: (Pictured: Chad Boariu, Director of Marketing: FLORIDA Textile Recycling Programs & Town of Davie Mayor: Judy Paul)

2017 Orange Blossom Trail Parade Participation:

2017 Orange Blossom Trail Golf Tournament Sponsorship: Longest Drive

SUBMITTAL FORMS

Proposer's Acknowledgement

Addendum(s)

Addendum 1

Statement of Proposer's Qualifications
References

Anti-Kickback Affidavit

Non-Collusion Affidavit of Prime Proposer

Confirmation of Minority Owned Business

Confirmation of Drug Free Workplace

Acknowledgement of PBC Inspector General

City of Boynton Beach Local Business Status

Schedule of Sub-Consultants

Statement of No Proposal (if applicable)

REQUEST FOR PROPOSAL
FOR
TEXTILE RECYCLING FRANCHISE
RFP No.: 009-1210-18/IT

PROPOSER ACKNOWLEDGEMENT

Submit RFP's To: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

RFP Title: **TEXTILE RECYCLING FRANCHISE**

RFP Number: **009-1210-18/IT**

RFP Received By: **MARCH 12, 2018, NO LATER THAN 2:30 P.M.**

RFP's will be opened in Procurement Services unless specified otherwise. RFP receiving date and time is scheduled for: **MARCH 12, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the City.

Name of Firm: FCSC, LLC

Federal I.D. Number: 711040654

A Corporation of the State of: Florida

Area Code: 954 Telephone Number: 214-5912

Area Code: 855 FAX Number: 420-6104

Mailing Address: 135 Weston Rd. Suite 319

City/State/Zip: Weston, FL. 33326

E-mail Address: marc@textileprograms.com

Authorized Signature

MARC DOUGLAS
Name Typed

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

RFP TITLE: "TEXTILE RECYCLING FRANCHISE"

RFP NO.: 009-1210-18/IT

DATE SUBMITTED: 3/11/18

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: THE CITY OF BOYNTON BEACH

we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
1	3/02/18		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

The City of
Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1
"TEXTILE RECYCLING FRANCHISE"

RFP No.: 009-1210-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

MARC DOUGLAS
PRINT NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FCSC, LLC
NAME OF COMPANY

3/11/18
DATE

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: March 2, 2018
RFP No. 009-1210-18/IT - "TEXTILE RECYCLING FRANCHISE"

Information included in this addendum will have a material impact on the submittal for this solicitation. In case of a conflict between the original solicitation and this Addendum, this **Addendum No. 1** shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP due date remains unchanged and is **March 12, 2018, no later than 2:30 P.M. Location remains the same.**

2. Refer to Page 3 – LOBBYING / CONE OF SILENCE. This section is **revised** as follows:

   "Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation ~~from the time of advertisement~~ **as of the deadline to submit the proposal** and shall remain in effect until ~~Council~~ **City Commission** awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

   The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the

competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual."

The following questions were submitted prior to the deadline and are hereby provided and responded to below:

Q1: Page 3 – Cone of Silence: Can the City please clarify whether the cone of silence is in effect now? It appears that it may be, but the second paragraph states the cone of silence shall not apply to several opportunities to include pre-bid conferences. We can't see anything that references when the pre-bid conference is taking place. Is there a pre-bid conference?

A1: The Lobbying / Cone of Silence language is revised per this Addendum No. 1. The Cone of Silence is not in effect for this solicitation until the deadline for submittals. A pre-bid conference will not be held for this solicitation.

Q2: Section II, B., 4., page 9 – Given the two options in the Scope of Services, if Gulfstream Goodwill selected option B "exclusive City owned property", does the City have a minimum number of donation boxes in mind? This information would be helpful in formulating our financial pro forma for submission to the City. If the City does not have a minimum number in mind, and for proposal submission purposes, will using five (5) be acceptable for proposal purposes so the pro forma can be substantiated on a number?

A2: The City does not have a minimum number in mind. Proposer should propose and disclose what they deem necessary.

Q3: Section II, C., 2., page 10 – Contract Term: The language is clear in that the initial term shall be three (3) years and the contract may be renewed for an additional three (3) year term by mutual consent of both parties…

As we prepare a financial pro forma for a three year period, can the City provide guidance for a start date/month of the initial three (3) year contract? If not, and for proposal submission purposes, will using the month of May 2018 as a start month with three years thereafter be suitable for the City? For example and in planning, should Gulfstream Goodwill Industries ultimately get selected, we would like to address in our pro forma, for planning purposes, the payment amounts/due dates (5th of each month) that would be as closely aligned to the actual timeline as possible.

A3: The start date will be dependent on both parties signing an agreement so at this point City cannot give a defined start date, if proposer needs to state start date in their response it should be done as an "example" only.

Q4: Section II, C., 4., page 10 – Will the collection and donation boxes require the use of the City of Boynton Beach logo to emphasize a co-branding experience and recycling initiative for textile recycling for the wrapping on the boxes?

A4: Yes, City brand and/or marketing will be incorporated into box; final design will be coordinated after post award.

If you have any further questions or require additional clarification, please e-mail Ilyse Triestman, Purchasing Manager, triestmani@bbfl.us or phone (561) 742-6322.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

STATEMENT OF QUALIFICATIONS

Each qualifier proposing on work included in these General Documents shall prepare and submit the data requested in the following schedule of information.

This data must be included in and made part of each RFP document. Failure to comply with this instruction may be regarded as justification for rejecting the RFP response.

*attach additional sheets giving the information

1. Name of Qualifier: FLSC, LLC
2. Business Address: 135 Weston Road, Suite 319
   Weston, Florida, 33326
3. When Organized: 10.23.2007
4. Where Incorporated: State of Florida
5. How many years have you been engaged in business under the present firm name? Eleven (11)
6. General character of work performed by your company. Textile-Oriented Recycling Collection and Donation Box Franchise Program

*34. Enclose evidence of possession of required licenses and/or business permits.

8. Number of employees. Fifteen (15)

*9. Background and experience of principal members of your personnel, including officers. *

10. Bonding capacity, if applicable. Non Applicable
11. Have you ever defaulted on a contract? If so, where and why?* No

12. Experience in performance of work similar in importance to this project.

Project	$ Value	Contact Name	Phone #
Town of Davie	NA	Phillip Holste	954.797.1041
Marion County	NA	Ronald Crews	352.671.8465
Lyons Creek Middle School	NA	John J. LaSpina	754.322.3700 ext. 2046
Challenger Elementary	NA	Tara J. Pasteur	954.322.5750

13. Contracts on hand. *

14. Largest completed projects (include final cost).

1) Town of Davie : FLSC, LLC : self-funded

2) Marion County : FLSC, LLC : self-funded

3) Lyons Creek Middle School : FLSC, LLC : self-funded

15. List all lawsuits (related to similar projects) or arbitration to which you have been a party and which: * None

1) arose from performance: *

2) occurred within the last 4 years: *

3) provide case number and style: *

Dated at: Broward

this 11 day of March 2018

By: _____
(written signature)

Name: MARC DOUGLAS
(printed or typed)

Title: MGRM

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

#34. Enclose evidence of possession of required licenses and/or business permits

Detail by Entity Name

Florida Limited Liability Company
FLSC, LLC

Filing Information

Document Number	L07000107574
FEI/EIN Number	71-1040654
Date Filed	10/23/2007
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	01/26/2018
Event Effective Date	NONE

Principal Address

3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Changed: 01/23/2018

Mailing Address

3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Changed: 01/23/2018

Registered Agent Name & Address

DOUGLAS, MARC
135 WESTON RD. SUITE 319
WESTON, FL 33326

Name Changed: 04/30/2008

Address Changed: 01/26/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

DOUGLAS, MARC

84

3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Title MGR

Douglas, Lynn
3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Title MGR

Douglas, Marc, Jr.
3911 SW 47th Avenue
Suite 903
Davie, FL 33314

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	04/17/2017
2018	01/23/2018

Document Images

[illegible] – CORL 5RACHG	View image in PDF format
[illegible] – ANNUAL REPORT	View image in PDF format
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[illegible] – Florida Limited Liability	View image in PDF format

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DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

FLORIDA TEXTILE RECYCLING PROGRAMS

Filing Information

Registration Number	G14000103246
Status	ACTIVE
Filed Date	10/10/2014
Expiration Date	12/31/2019
Current Owners	1
County	BROWARD
Total Pages	2
Events Filed	1
FEI/EIN Number	NONE

Mailing Address

3911 SW 47TH AVENUE
SUITE 903
DAVIE, FL 33314

Owner Information

FLSC, LLC
3911 SW 47TH AVENUE., SUITE 903
DAVIE, FL 33314
FEI/EIN Number: 71-1040654
Document Number: L07000107574

Document Images

10/10/2014 -- Fictitious Name Filing View image in PDF format

[illegible] -- CHANGE NAME/ADDRESS View image in PDF format

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Recovered Materials Dealers Certification

Displaying 5 results

Program	Florida DEP - Recovered Materials Dealer Reporting Program
Date	July 1, 2017 - June 30, 2018
Validation Statement	The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code.Valid from July 1, 2017 - June 30, 2018, unless suspended or revoked by the Department.
Name of Applicant	[redacted]
Application Number	462

Facilities covered by this certification:

2016

Displaying 0 results

[redacted]

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:
Business Name: FLORIDA TEXTILE RECYCLING PROGRAMS

Receipt #: 378-263546
Business Type: WHOLESALE/DISTRIBUTOR (CLOTHING)

Owner Name: FLSC LLC
Business Location: 3911 SW 47 AVE STE 903 DAVIE
Business Phone: 954-212-9898

Business Opened: 05/28/2014
State/County/Cert/Reg:
Exemption Code:

PAID

Rooms	Seats	Employees	Machines	Professionals

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	4.50	0.00	11.25	0.00	25.00	85.75

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

FLSC LLC
3911 SW 47 AVE STE 903
DAVIE, FL 33314

Receipt #WWW-17-00119036
Paid 02/22/2018 4.50

2017 - 2018

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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* 9. Background and experience of principal members of your personnel, including officers *

DESCRIPTION OF FIRM

Legal Contracting Name: FLSC, LLC/d.b.a. FLORIDA Textile Recycling Programs, is a Florida Limited Liability Corporation. FLSC, LLC has been involved in the Textile Recycling Industry since its inception in 2007. They have been servicing the Town of Davie residents and business owners for more than three (3) years. The Marion County residents' textile recycling program has been in effect for more than Two (2) years. The programs have enjoyed great success and have kept more than Three (3) Million Pounds of Textiles out of Local Landfills.

Contact Information for Proposer's Corporate Headquarters and Local Office:

FLSC, LLC Corporate Headquarters: Marc Douglas, Managing Member, 135 Weston Road, Suite 319, Weston, Florida 33326, Phone Number: 954.214.5912, Fax Number: 855.420.6104, Email Address: Marc@textileprograms.com and Website URL: http://www.davieclothingbins.com

FLSC, LLC local office and warehouse located at 3911 SW 47th Avenue, Suite 903, Davie, Florida, 33314

Contact Information for Proposer's Primary and Secondary Representative during RFP Process:
Primary Contact will be Marc Douglas, Managing Member, 135 Weston Road, Suite 319, Weston, Florida, 33326, Phone Number: 954.214.5912, Fax Number: 855.420.6104, Email Address: Marc@textileprograms.com

Secondary Contact will be Marc Douglas Jr., Director of Operations, 3911 SW 47th Avenue, Suite 903, Davie, Florida, 33314, Phone Number: 954.240.3796, Fax Number: 855.420.6104, Email Address: Marcjr@textileprograms.com

Details of Ownership Changes to Proposer's Organization in the Past five (5) Years:

The ownership of FLSC, LLC consists of two (2) Principles: Marc Douglas and Lynn Douglas. The Ownership has remained in the same for more than five (5) years and there is not anticipated changes to occur for the future following the Due Date of this Request for Proposal.

Names of the Persons who are Officers or Principals of the Company

Marc Douglas- MGRM

Lynn Douglas- MGR

#13. Contracts on hand#

CURRENT CONTRACTS IN EFFECT

FLSC, LLC Textile-oriented recycling collection and donation boxes current contracts with Governmental Entities

Town of Davie - 6591 Orange Drive, Davie, Florida, 33314
Contact - Phillip Holste, Assistant Town Administrator
Phone - 954.797.1041
Email - phillip_holste@davie-fl.gov
Project Dates: Start - 02.19.15 End - 09.30.19

Marion County - c/o Marion County Board of County Commissioners
601 SE 25th Avenue, Ocala, Florida, 34471
Contact - Ronald Crews, Solid Waste Department
Phone - 352.671.8465
Email - ronald.crews@marioncountyfl.gov
Project Dates: Start - 02.01.16 End - 02.28.19

City of Hollywood - 2600 Hollywood Boulevard, Hollywood, Florida, 33020
Contact - Manuel Marino, Police Department, 3250 Hollywood, Florida, 33021-6967
Phone - 954.967.4300
Email - mmarino@hollywoodfl.org
Project Dates: Start - 04.01.18. End - 10.01.22

School Board of Duval County - 1701 Prudential Drive, Jacksonville, Florida, 32207
Contact - Dr. Patricia S. Willis, Superintendent
Phone - 904.390.2115
Email - willisp@duvalschools.org
Project Dates: Start - 03.01.18. End - 06.30.19

REFERENCES FOR FLSC, LLC
(NAME OF FIRM)

Company Name:
Town of Davie Textile Recycling and Collection
Address:
6591 Orange Drive, Town of Davie, FL. 33314

Contact Name:
Phillip Holste
Phone: 954.797.1041 Fax: 954.797.2061 E-Mail: phillip_holste@davie-fl.gov

Company Name:
Marion County Textile Recycling Program
Address:
601 SE 25th Ave., Ocala, FL. 34471

Contact Name:
Ronald Crews
Phone: 352.671.8465 Fax: 352.438.2309 E-Mail: Ronald.crews@marioncountyfl.go

Company Name:
Lyons Creek Middle School: Broward County District Schools:
Address:
6th and 7th Grade L.E.E.O. Teacher
4333 Sol Press Boulevard, Coconut Creek, FL. 33073
Contact Name:
John J. LaSpina
Phone: 754.322.3700 ext. 2046 Fax: 754.322.3785 E-Mail: john.laspina@browardschools.com

Company Name:
FLORIDA Car Wrap
Address:
5021 S. State Rd. 7, Suite 205, Davie, FL. 33314

Contact Name:
Istvan (Steve) Hargi Hai
Phone: 954.261.8151 Fax: E-Mail: info@floridacarwrap.com

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF ~~PALM BEACH~~ Broward)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
~~NAME~~ - SIGNATURE

Sworn and subscribed before me
this 11th day of March, 2018

Printed Information:

MARC DOUGLAS
NAME

MGRM
TITLE

FLSC, LLC
COMPANY

NOTARY PUBLIC, State of Florida
at Large

QAMAR U. HAQUE
Notary Public – State of Florida
Commission = GG 131145
My Comm. Expires Nov 29, 2021
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

NON COLLUSION AFFIDAVIT OF PRIME

State of Florida)
County of Broward)

MARC DOUGLAS, being first duly sworn, deposes and says that:

1) He/She is MGRM (Title) of FLSC, LLC (Name of Corporation or Firm), the qualifier

who has submitted the attached **RFP No. 009-1210-18/IT for TEXTILE RECYCLING FRANCHISE.**

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said qualifier nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other qualifier, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other qualifier, firm or person to fix the price or prices in the attached RFP or of any other qualifier, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) MGRM

Subscribed and sworn to before me
This 11th day of March, 20 18

My commission expires 11/29/2021

QAMAR U. HAQUE
Notary Public – State of Florida
Commission # GG 131145
My Comm. Expires Nov 29, 2021
Bonded through National Notary Assn.

VERIFIED F/D/L # D 242-541-58-412-0

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ Yes ✓ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO ✓

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) 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.

2) Inform employees about the dangers of drug abuse in the workplace, the business'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.

3) Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) 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.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

FLSC, LLC
CONTRACTOR NAME

By: _____

Title: MGRM

Date: 3/11/18

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, MARC DOUGLAS, the MGRM of
(Name of officer of company) (Title of officer of company)

FLSC, LLC, located at 135 Weston Rd. Suite 319 Weston, FL 33326
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS: FLSC, LLC			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years:
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number:
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: MARC DOUGLAS Signature:

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

TEXTILE RECYCLINE FRANCHISE
RFP No.: 009-1210-18/IT

SCHEDULE OF SUB-CONSULTANTS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name of Sub-Consultant	Address of Sub-Consultant	License No.:	Contract Amount	Percentage (%) of Contract
None				

Signature: _____ Date: 3/11/18

Title/Company: MGRM/FLSC, LLC

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Non Applicable

STATEMENT OF NO SUBMITTAL

If you are not submitting an RFP for this project, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of firm's name from the vendor list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your **RFP No.: 009-1210-18/IT** for **"TEXTILE RECYCLING FRANCHISE"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

REQUEST FOR PROPOSAL
FOR
TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

RFP DUE DATE: March12, 2018
RFP CLOSING TIME: 2:30 P. M. (LOCAL TIME)
CITY HALL, FINANCE/PROCUREMENT SERVICES

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

REQUEST FOR PROPOSAL
FOR
TEXTILE RECYCLING FRANCHISE
RFP No.: 009-1210-18/IT

Sealed RFP's will be received in Procurement Services, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: **March 12, 2018, No Later Than 2:30 P.M. (Local Time).**

RFP's will be opened in: **100 E. Boynton Beach Boulevard**
CITY HALL – 2ND FLOOR

ATTENTION ALL INTERESTED RESPONDENTS
Copies of this solicitation package may be obtained from Demandstar at Onvia at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. If you prefer that a copy be mailed via U.S.P.S., please contact the City's Procurement Division at (561) 742-6322. Respondent(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services Division may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

One (1) original, so designated, and three (3) copies of the response shall be submitted in one sealed package clearly marked on the outside: **"RFP NO. 009-1210-18/IT –TEXTILE RECYCLING FRANCHISE"** and addressed to: City of Boynton Beach, Finance/Procurement Services,100 E. Boynton Beach Boulevard, or P.O. Box 310, Boynton Beach, FL 33425-0310.

RFP's received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that an RFP can be considered. If no award has been made, the City reserves the right to consider RFP's that have been determined by the City to be received late due to mishandling by the City after receipt of the RFP.

PUBLIC RECORDS DISCLOSURE

Pursuant to Florida Statutes §119.07, sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF SERVICES

The City of Boynton Beach is soliciting proposals from qualified respondents for a textile-oriented recycling collection and donation box franchise program. The City will consider two options: Option A: an exclusive Citywide textile oriented recycling, collection and donation box franchise program; Option B: an exclusive City owned property textile oriented recycling, collection and donation box franchise program. Respondents may submit for any or all of the options.

Contact: CITY OF BOYNTON BEACH PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435
Ilyse Triestman, Purchasing Manager
Telephone: (561) 742-6322; Email: triestmani@bbfl.us

Office Hours: MONDAY – FRIDAY, 8:00 A.M. to 5:00 P.M.

CITY OF BOYNTON BEACH

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

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FOR
TEXTILE RECYCLING FRANCHISE
RFP No.: 009-1210-18/IT

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REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

Section I – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive RFP responses until **March 12, 2018, no later than 2:30 P.M. (LOCAL TIME)** in Procurement Services located on the second floor of City Hall, 100 E. Boynton Beach Boulevard, to provide the City with a textile-oriented recycling collection and donation box franchise program as further identified herein.

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the qualifier to have their RFP response **delivered to Finance/Procurement Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that allows for tracking and delivery confirmation. RFP responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the qualifier's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFP and prior to the award being made.

C. If any addenda are issued to this REQUEST FOR PROPOSAL, the City will attempt to notify all prospective proposers who have secured same, however, it shall be the responsibility of each proposer, prior to submitting the RFP response, to contact Finance/Procurement Services at (561) 742-6322 to determine if any addenda were issued and to make any addendum acknowledgements and comply with the requirements of each addendum as part of their RFP response.

D. **One (1) original, so marked, and three (3) copies** of the RFP response, shall be submitted in one sealed package clearly marked on the outside "**RFP No. 009-1210-18/IT – Textile Recycling Franchise**", and addressed to: City of Boynton Beach, Finance/Procurement Services, P.O. Box 310, Boynton Beach, FL 33425-0310.

E. Responses shall clearly indicate the legal name, address and telephone number of the proposer (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted RFP. Proposers must note their Federal I.D. number on their RFP submittal and include a copy of their W-9.

F. All expenses for making RFP responses to the City are to be borne by the proposer.

G. A sample draft contract that the City intends to execute with the successful firm is contained in this Request for Proposal for review. The City reserves the right to modify the contract language prior to execution. The scope of services will closely track the scope of work detailed in Section II of this Request for Proposal.

Section II – PURPOSE, BENEFITS AND SCOPE OF SERVICES REQUESTED

A. OPTION A – EXCLUSIVE CITY-WIDE FRANCHISE PROGRAM – TEXTILE-ORIENTED RECYCLING COLLECTION AND DONATION BOX FRANCHISE PROGRAM

1. PURPOSE

The City of Boynton Beach (the "City"), a political subdivision of the State of Florida, located in Palm Beach County, is soliciting proposals for the purpose of textile recycling that will include:

A. Awarding an exclusive franchise for a textile recycling program based City-wide:
   1. Includes the supply and maintenance by approved Franchisee of an agreed minimum / maximum number of such textile-oriented recycling collection/donation boxes as determined by the City and Franchisee at the commencement of this program.
   2. Collection / Donation boxes to be set City-wide upon real property locations approved by the City and the Franchisee.
   3. Franchise fees shall be designated to be a flat fee monthly installment payment.

2. BENEFITS

Among the benefits of a textile recycling program in the City of Boynton Beach is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing.

3. PAYMENTS

The qualified vendor(s) will submit a check for franchise fees in twelve (12) monthly installments by the 5th of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes in the City as subject to exemptions herein.

4. DESCRIPTION AND LOCATION

The City's designated representative and the Franchisee will mutually agree upon approved City-wide locations for collection/donation boxes in the textile oriented recycling program. Currently, any textile-oriented recycling companies and their collection/donation boxes as may be found at any locations shall be subject to this Exclusive City-wide Franchise Agreement and the enforcement thereof through the City codes.

5. EXEMPTIONS

RESIDENTIAL

The Franchise program vendor or operator of this textile-oriented recycling program will in no manner prohibit the private and/or multi-family residential community to donate clothing / textiles, as they deem appropriate.

COMMERCIAL

This program shall not operate to restrict any commercial establishment as defined in section 403,7046 F.S., that generates source-separated recovered textile materials to sell or convey its recovered clothing / textile materials under this local government franchise, nor may the local government and/or this Franchise program operator restrict such a generator's right to sell or otherwise convey such recovered clothing / textile materials to any properly certified recovered materials dealer who has satisfied the City's code requirements.

CITY APPROVED NON-PROFIT'S HOLIDAY COLLECTIONS

The City of Boynton Beach and its Franchise program vendor or operator shall recognize and exempt non-profit holiday collection periods for up to seven days before and after any City-designated holiday period during which (IRS, State of Florida) registered charitable non-profit organizations approved by the City may be allowed to display and operate collection donation boxes (standard size, number, location) entirely at the City's discretion. The seasonal holidays for which this exemption does apply may include Thanksgiving Day, Christmas and other designated holidays to be determined.

SCHOOLS

This program will not be applied to properties owned and operated by the Palm Beach County School District.

HOUSES OF WORSHIP

This program will not be applied to properties owned and operated by houses of worship.

B. OPTION B – EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE PROGRAM – TEXTILE-ORIENTED RECYCLING COLLECTION AND DONATION BOX FRANCHISE PROGRAM

1. PURPOSE

The City of Boynton Beach (the "City"), a political subdivision of the State of Florida, located in Palm Beach County, is soliciting proposals for the purpose of textile recycling that will include:

A. Awarding an exclusive franchise for a textile recycling program based only on City-owned real property:

1. Includes the supply and maintenance by approved Franchisee of an agreed minimum / maximum number of such textile-oriented recycling collection/donation boxes on City-owned real property to be determined by the City and Franchisee at the commencement of this program.
2. Collection / Donation boxes to be set only upon City-owned real property locations approved by the City and the Franchisee.
3. Franchise fees shall be designated to be a flat fee monthly installment payment.

2. BENEFITS

Among the benefits of a textile recycling program in the City of Boynton Beach is the protection of the environment by keeping reusable clothing and textile items out of municipal landfills, encouraging charitable donations that result in supplying stores frequented by the most needy members of the community and nonprofits with clothing

3. PAYMENTS

The qualified vendor(s) will submit a check for franchise fees in twelve (12) monthly installments by the 5th of each month, payable to the City of Boynton Beach for the exclusive right to supply, collect and maintain textile-oriented recycling collection and donation boxes on the City-owned real property locations as subject to exemptions herein.

4. DESCRIPTION AND LOCATION

The City's designated representative and the Franchisee will mutually agree upon approved City-wide locations for collection/donation boxes in the textile oriented recycling program. Currently, **the City has no affiliation with any textile-oriented recycling companies** and their collection/donation boxes as may be found at any City locations shall be subject to these Exclusive City-owned real property locations Franchise Agreement and the enforcement thereof through the City codes.

5. EXEMPTIONS

RESIDENTIAL

The Franchise program vendor or operator of this textile oriented recycling program will in no manner prohibit the private and/or multi-family residential community to donate clothing / textiles as they deem appropriate.

COMMERCIAL

This program shall not operate to restrict any commercial establishment as defined in section 403,7046 F.S., that generates source-separated recovered textile materials to sell or convey its recovered clothing / textile materials under this local government franchise, nor may the local government and/or this Franchise program operator restrict such a generator's right to sell or otherwise convey such recovered clothing / textile materials to any properly certified recovered materials dealer who has satisfied the City's code requirements.

CITY APPROVED NON-PROFIT'S HOLIDAY COLLECTIONS

The City of Boynton Beach and its Franchise program vendor or operator shall recognize and exempt non-profit holiday collection periods for up to seven days before and after any City-designated holiday period during which (IRS, State of Florida) registered charitable non-profit organizations approved by the City may be allowed to display and operate collection donation boxes (standard size, number, location) entirely at the City's discretion. The seasonal holidays for which this exemption does apply may include Thanksgiving Day, Christmas and other designated holidays to be determined.

SCHOOLS

This program will not be applied to properties owned and operated by the Palm Beach County School District.

HOUSES OF WORSHIP

This program will not be applied to properties owned and operated by houses of worship.

C. CONDITIONS

1. The successful proposer will:

A. Provide a plan to incorporate a textile recycling program along with public information and community outreach advertisements to be displayed on the City website and as may be feasible in other public contact sites (i.e. utility billing offices, town hall, etc.).

B. Provide new or "like new" textile-oriented recycling collection and donation boxes (include pictures of available models and logos with printing).

C. Ensure that the service and maintenance activities for the collection and donation boxes continuously meet all requirements of applicable City codes.

D. Disclose any additional ongoing franchise relationships that are under contract by the respondent textile recycling company.

2. CONTRACT TERM

The initial contract term shall be three (3) years. The contract may be renewed for an additional three (3) year term by mutual consent of both parties and the approval of the City of Boynton Beach's City Commission.

3. CANCELLATION

The City reserves the right to cancel this agreement with or without cause effective thirty (30) days from date of written notification. In the event that any of the provisions of the agreement are violated by the successful respondent, the City may serve written notice of its intent to immediately terminate the agreement. Upon termination of this agreement, the vendor will have ten (10) workdays to remove all equipment from the City's facilities.

4. EQUIPMENT TO BE FURNISHED

All textile-oriented collection and donation boxes furnished under this contract shall be state of the art. All costs for delivery, set-up, servicing, replacement and removal, if necessary, are to be borne by the successful respondent. All collection and donation boxes shall remain the property of the successful respondent. All collection and donation boxes and related equipment shall adhere to proper safety codes. Vendor shall bear the cost of building permits for structural upgrades where necessary, including but not limited to a level concrete base foundation and tie-downs as may be required for hurricane wind-related building code compliance. All collection and donation boxes shall be constructed to be weatherproof and resistant to rain and moisture.

Section III - PROPOSAL SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

I. In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Boynton Beach.

II. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

a. Each of the seven (7) sections listed below shall be tabbed and labeled.
b. Each page shall be numbered on the bottom right hand corner.
c. Submit one (1) original proposal and three (3) copies.
d. The proposal shall be organized as follows:

Proposal Tab Section	Title
1.	Introduction letter
2.	Firm Qualifications and Experience Approach
3.	Current Contracts in Effect
4.	Price Proposal Form
5.	Visual Samples of Recycling Collection and Donation Boxes
6.	Public Information
7.	Submittal Forms

TAB 1 - INTRODUCTION LETTER – The Respondent shall provide an introduction letter on corporate letterhead, signed by an authorized representative of the company. The letter should clearly indicate the company name, address and signature. This letter shall provide a brief narrative highlighting the Respondent's proposal. This tab section should not include cost quotations.

TAB 2 – FIRM QUALIFICATIONS AND EXPERIENCE APPROACH – The Respondent shall provide a brief description of the firm, including the state of organization or incorporation, ownership structure (e.g., sole proprietorship, partnership, limited liability corporation, corporation) and its business philosophy.

If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.

The Respondent shall submit a detailed narrative description documents its overall background and experience in providing and operating textile recycling programs and include examples of programs in Palm Beach and Broward counties, if possible. (limit ten (10) pages)

The Respondent shall describe any awards, certifications, or other related recognition related to textile recycling programs.

The respondent shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current of pending litigation.

TAB 3 – CURRENT CONTRACTS IN EFFECT – The Respondent shall list any Textile-oriented recycling collection and donation box contracts presently in effect and with whom (name and address) Preference will be given to contracts with other governmental entities

TAB 4 - PRICE PROPOSAL - Respondents shall offer a franchise fee rate under Option A, Option B or both, for which they will pay to the City for Textile-oriented recycling collection and donation box placement rights upon City-wide (Option A) or City-owned (Option B) real property for three years.

TAB 5 – VISUAL SAMPLES OF RECYCLING COLLECTION AND DONATION BOXES - Respondents shall submit visual information (e.g., pictures, brochures, etc.) of the textile-oriented recycling collection and donation boxes that will be furnished.

TAB 6 – PUBLIC INFORMATION - Respondents shall submit its plan to incorporate a textile-recycling program, along with public information and community outreach advertisements to be displayed on the City website and as may be feasible in other public contact sites. (e.g. utility billing office, City Hall, etc.)

Respondents shall also describe potential creative marketing initiatives that could be implemented to raise awareness of the textile-recycling program to increase the volume of collection. Explain what type of cooperation the City would be required to provide for these efforts.

TAB 7 – SUBMITTAL FORMS – Respondents must complete and submit the required forms in order for submittal to be considered a valid response. ***DO NOT INCLUDE YOUR PRICE PROPOSAL FORMS IN THIS SECTION RATHER INCLUDE THEM IN TAB 4 – PRICE PROPOSAL.***

- Proposer's Acknowledgement
- Addendum(s)
- Statement of Proposer's Qualifications
- References
- Anti-Kickback Affidavit
- Non Collusion Affidavit of Prime Proposer
- Confirmation of Minority Owned Business
- Confirmation of a Drug Free Workplace
- Acknowledgement of PBC Inspector General
- City of Boynton Beach Local Business Status
- Schedule of Sub-Consultants
- Statement of No Proposal (if applicable)

Section IV – PROPOSAL EVALUATION METHOD AND CRITERIA:

The evaluation criteria define the factors that will be used by the selection committee to evaluate and score responsible and qualified proposals. Prospective firms shall include sufficient information to allow the selection committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified firm(s) in accordance with the weighted criteria listed below.

The Selection Committee may request oral presentations from the firms submitting proposals. If requested, the oral presentations may be considered in the evaluation process and scoring. If oral presentation are held, Proposers will be allowed twenty (20) minutes for their presentation followed by a question and answer period of no more than fifteen (15) minutes.

Evaluation Criteria	**Weight (max points)**
Franchise fee payment to City	25
Qualifications and Experience	30
References	20
Aesthetic qualities of respondent's collection and donation boxes	10
Local Business Status Certification	5
Public Information and Community Outreach Plan	10
Total	100

Franchise Fee payment – 25 points max.
The firm providing the highest total annual franchise fee to the City will receive the maximum of 25 points, all others will receive points based on the following formula:

Fee Score = Max Points x (Current Fee Being Evaluated / Highest Fee Proposed)

Note: If the result is a negative number, the score assigned will be 0.

Example: Proposal 1: $100,000 Proposal 2: $50,000
Proposal 1 submitting the highest fee, would achieve a score of 25 points.
Proposal 2 would achieve a score of 12.50 points, calculated as follows:
25 x ($50,000 / $100,000) = 25 x (.50) = 12.50

Qualifications and Experience – 30 points max.
a) Total scope of services proposed
b) Demonstrated understanding of the project
c) Proposed timeline and work plan

References –20 points max.

Section IV – PROPOSAL EVALUATION METHOD AND CRITERIA (cont'd.):

Aesthetic qualities of respondent's collection and donation boxes – 10 points max.

a) Provide pictures of available models and logos with printing

Local Business Status Certification – 5 points max.

a) Complete, sign and include the Local Business Status Certification form (page 34) in Tab 7 of your submittal.

Public Information & Community Outreach Program –10 points max.

a) Community Outreach Plan;
b) Types of Public Information, advertisements, etc.
c) Creative Marketing Initiatives

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REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

GENERAL CONDITIONS FOR PROPOSERS

1. FAMILIARITY WITH LAWS: The qualifier is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the equipment. Ignorance on the part of the qualifier will in no way relieve them from responsibility.

2. BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF BID: Proposal must contain an original signature of a representative who is legally authorized to contractually bind the Proposer.

4. NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the firm's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

5. BID DEADLINE: It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place prior to the proposal deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Proposals which for any reason are not delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal. Offers by telegram or telephone are not acceptable.

6. RIGHT TO REJECT RFP: Right is reserved to reject any or all RFP's and to waive technical errors, or to accept any RFP's that are in part deemed as the best responsible qualifier which represents the most advantageous RFP to the City. In determining the "most advantageous RFP", price, quantifiable factors, and other factors are considered. This would include specifications, proposed schedule, the proposed price and other factors contributing to the overall acquisition cost of this service.

   Consideration may be given, but not necessarily limited to conformity to the specifications, including timely delivery, product warranty, a qualifier's proposed service,

ability to supply and provide service, delivery to required schedules and past performances in other Contracts with the City or other government entities.

7. RIGHTS OF THE CITY: The City expressly reserves the right to:

- Waive as an informality, minor deviations from specifications at a lower price than the best responsible qualifier meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- Waive any defect, irregularity or informality in any RFP or qualifying procedure;
- Reject or cancel any or all RFP's;
- Reissue Request For Proposal Invitation;
- Extend the RFP opening time and date;
- Consider and accept an alternate RFP as provided herein when most advantageous to the City.

8. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective qualifier has:

- Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- A satisfactory record of performances;
- A satisfactory record of integrity;
- Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
- Supplied all necessary information in connection with the inquiry concerning responsibility.

9. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the spaces provided on the RFP form. Further, as may be specified elsewhere, each qualifier must submit for RFP evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous RFP or on file with the buyer will not satisfy this provision.

10. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than **ten (10) days prior** to the RFP closing. Inquiries must reference the date by which the RFP is to be received.

11. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

12. SUBCONTRACTING: If a qualifier subcontracts any portion of a Contract for any reason, they must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all RFP's wherein a subcontractor is named and to make the award to the qualifier, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject the RFP of any qualifier if the RFP names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

13. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Proposers at the Office of Procurement Services, it is each qualifier's responsibility to check with the issuing office and immediately secure all addenda before submitting RFP's. It is the usual practice for the City to upload all addenda to Demanstar.com, but it cannot be guaranteed that all Proposers will receive ALL addendum(s) in this manner. Each qualifier shall acknowledge receipt of ALL addenda by notation on the RFP.

14. ESCALATOR CLAUSE: Any RFP which is submitted subject to an escalator clause will be rejected.

15. EXCEPTIONS: Incorporation in an RFP of exceptions to any portion(s), of the Contract documents may invalidate the RFP. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the qualifier's RFP on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the RFP. The use of qualifier's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

16. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

17. TRADE SECRET: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records . Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

18. ANTITRUST CAUSE OF ACTION: In submitting an RFP to the City of Boynton Beach, the respondent offers and agrees that if the RFP is accepted, the respondent will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

19. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the successful qualifier to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

20. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the qualifier will in no way be a cause for relief from responsibility.

21. ON PUBLIC ENTITY CRIMES - All Request for Proposal Invitations as defined by Section 287.012(11), Florida Statutes, Requests for Proposal as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit an RFP on a contract or provide any goods or services to a public entity, may not submit an RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

22. ADVERTISING: In submitting an RFP, the qualifier agrees not to use the results therefrom as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "NONCONFORMANCE TO CONTRACT CONDITIONS".

23. ASSIGNMENT: Any Purchase Order issued pursuant to this RFP invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

24. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, attorney fees, expenses and liabilities incurred in

and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) business days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim, suit, or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

25. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the Franchisee, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

26. AWARD OF CONTRACT: Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible qualifier whose RFP represents the most advantageous RFP to the City, Evaluation of RFP's will be made based upon the evaluation factors and standards heretofore set forth. The City reserves the right to reject any and all RFP's and to waive technical errors as heretofore set forth. In the event of a Court challenge to an award by any qualifier, damages, if any, resulting from an improper award shall be limited to actual RFP preparation costs incurred by the challenging qualifier. In no case will the award be made until all necessary investigations have been made into the responsibility of the qualifier and the City is satisfied that the best responsible qualifier is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

27. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

28. LICENSE AND PERMITS: It shall be the responsibility of the successful qualifier to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Assistant to the Finance Director and City Inspectors.

29. INSURANCE REQUIREMENTS: Successful Offeror shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurances:

    Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

    Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent

contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during course of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with State Statutory limits, as may be amended from time to time, the "Workers' Compensation Law" of the State of Domicile, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Qualifier certifies that all material, equipment, etc., contained in this RFP meets all O.S.H.A. requirements. Qualifier further certifies that if awarded as the successful qualifier, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the qualifier.

    Qualifier certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

31. PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

32. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

33. LOCAL BUSINESS PREFERENCE: The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Financial Services Department, Purchasing Services, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

In order to be considered for a local business preference, **a Respondent must include the Local Business Status Certification Form at the time of RFP submittal.**

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the full 5 points allotted by each evaluation committee member. Firms not meeting the requirements of the Preference will receive zero points in this evaluation criterion.

QUESTIONS: Any questions relative to any item(s) or portion of Request for Proposal should be directed to **Ilyse Triestman, Purchasing Manager, (561) 742-6322 Monday through Friday from 8:00 A.M. to 5:00 P.M; email: triestmani@bbfl.us**

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REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

PROPOSER ACKNOWLEDGEMENT

Submit RFP's To: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

RFP Title: **TEXTILE RECYCLING FRANCHISE**

RFP Number: **009-1210-18/IT**

RFP Received By: **MARCH 12, 2018, NO LATER THAN 2:30 P.M.**

RFP's will be opened in Procurement Services unless specified otherwise. RFP receiving date and time is scheduled for: **MARCH 12, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the City.

Name of Firm: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

E-mail Address: _____

_____
Authorized Signature

_____
Name Typed

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

RFP TITLE: "TEXTILE RECYCLING FRANCHISE"

RFP NO.: 009-1210-18/IT

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: THE CITY OF BOYNTON BEACH

we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

REQUEST FOR PROPOSAL
FOR

TEXTILE RECYCLING FRANCHISE

RFP No.: 009-1210-18/IT

PRICE PROPOSAL FORM

Vendor shall offer a franchise fee rate under Option A and/or Option B that they will pay to the City for Textile-Oriented recycling collection and donation box placement rights upon City-wide (Option A) or City-owned (Option B) real property for a three year term.

DESCRIPTION	MONTHLY FEE	TOTAL ANNUAL FEE
OPTION A – FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-WIDE PROPERTY FRANCHISE AGREEMENT	$_____	$_____
OPTION B– FEE OFFERED TO THE CITY FOR THE EXCLUSIVE CITY-OWNED PROPERTY FRANCHISE AGREEMENT	$_____	$_____

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

(_____)_____
TELEPHONE NO.

_____
PRINTED NAME

_____
E-MAIL ADDRESS

_____
TITLE

_____
DATE

STATEMENT OF QUALIFICATIONS

Each qualifier proposing on work included in these General Documents shall prepare and submit the data requested in the following schedule of information.

This data must be included in and made part of each RFP document. Failure to comply with this instruction may be regarded as justification for rejecting the RFP response.

* attach additional sheets giving the information

1. Name of Qualifier: _____

2. Business Address: _____

_____

_____

3. When Organized: _____

4. Where Incorporated: _____

5. How many years have you been engaged in business under the present firm name? _____

6. General character of work performed by your company. _____

_____

_____

_____

34. Enclose evidence of possession of required licenses and/or business permits.

8. Number of employees. _____

9. Background and experience of principal members of your personnel, including officers. *

10. Bonding capacity, if applicable. _____

11. Have you ever defaulted on a contract? If so, where and why?*

12. Experience in performance of work similar in importance to this project.

Project	$ Value	Contact Name	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Contracts on hand. *

14. Largest completed projects (include final cost).

    1) _____

    2) _____

    3) _____

15. List all lawsuits (related to similar projects) or arbitration to which you have been a party and which: *

    1) arose from performance: *

    2) occurred within the last 4 years: *

    3) provide case number and style: *

Dated at: _____

this _____ day of _____ 20___

By: _____
(written signature)

Name: _____
(printed or typed)

Title: _____

REFERENCES FOR _____

(NAME OF FIRM)

Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Contact Name:		
Phone:	Fax:	E-Mail:

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ , 20 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

NON COLLUSION AFFIDAVIT OF PRIME

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He/She is _____ of _____, the qualifier
(Title) (Name of Corporation or Firm)

   who has submitted the attached **RFP No. 009-1210-18/IT for TEXTILE RECYCLING FRANCHISE.**

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said qualifier nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other qualifier, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other qualifier, firm or person to fix the price or prices in the attached RFP or of any other qualifier, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

My commission expires _____

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ _____
Yes No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____
(specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) 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.

2) Inform employees about the dangers of drug abuse in the workplace, the business'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.

3) Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) 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.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Firm's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

_____
CONTRACTOR NAME

By_____

Title:_____

Date: _____

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

TEXTILE RECYCLINE FRANCHISE
RFP No.: 009-1210-18/IT

SCHEDULE OF SUB-CONSULTANTS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name of Sub-Consultant	Address of Sub-Consultant	License No.:	Contract Amount	Percentage (%) of Contract

Signature_____ Date: _____

Title/Company_____

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

STATEMENT OF NO SUBMITTAL

If you are not submitting an RFP for this project, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of firm's name from the vendor list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your **RFP No.: 009-1210-18/IT** for **"TEXTILE RECYCLING FRANCHISE"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

"DRAFT"

SUBJECT TO REVISIONS PRIOR TO SIGNING.

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND TEXTILE RECYCLING FRANCHISE

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and _____, hereinafter referred to as "FRANCHISEE", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Firm is retained by the City to perform professional services in connection with the **RFP FOR TEXTILE RECYCLING FRANCHISE; RFP No.: 009-1210-18/IT.**

2. SCOPE OF SERVICES. Firm agrees to perform the services, identified in **Section II – Scope of Services** and attached hereto as Exhibit A.

3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the Franchisee to proceed. Franchisee shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

4. TERM: This Agreement shall be for a period of three (3) years commencing on the date the Agreement is executed by the City. The City of Boynton Beach may extend the contract with the same terms and conditions for an additional three (3) year renewal term subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. COMPENSATION: The Franchisee shall pay to the City, in compliance with the pricing schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced RFP.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. Franchisee shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Franchisee shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Franchisee's own employees, or damage to property occasioned by a negligent act, omission or failure of the Franchisee.

9. INSURANCE. Successful Franchisee shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurances:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars ($2,000.000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during course of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with State Statutory limits, as may be amended from time to time, the "Workers' Compensation Law" of the State of Domicile, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) aggregate limit by disease and One Million Dollars ($1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker’s Compensation, proper documentation shall be provided.

Said general liability policy shall name the City of Boynton Beach as an “additional named insured” and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Franchisee and the City agree that the Franchisee is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Franchisee nor any employee of Franchisee shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Franchisee, or any employee of Franchisee.

11. COVENANT AGAINST CONTINGENT FEES. The Franchisee warrants that he or she has not employed or retained any company or person, other than a *bona fide* employee working solely for the Franchisee, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Franchisee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Franchisee, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Franchisee shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Franchisee.

    b. In the event of the death of a member, partner or officer of the Franchisee, or any of its supervisory personnel assigned to the project, the surviving members of the Franchisee hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Franchisee and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to Franchisee shall be sent to the following address:

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Franchisee and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Franchisee.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____ _____

Lori LaVerriere, City Manager Franchisee

Attest/Authenticated: _____

Title

_____ (Corporate Seal)

Judy Pyle, City Clerk

Approved as to Form: Attest/Authenticated:

_____ _____

James A. Cherof, City Attorney Secretary

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: March 2, 2018
RFP No. 009-1210-18/IT - "TEXTILE RECYCLING FRANCHISE"

Information included in this addendum will have a material impact on the submittal for this solicitation. In case of a conflict between the original solicitation and this Addendum, this **Addendum No. 1** shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP due date remains unchanged and is **March 12, 2018, no later than 2:30 P.M. Location remains the same.**

2. Refer to Page 3 – LOBBYING / CONE OF SILENCE. This section is **revised** as follows:

   "Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation ~~from the time of advertisement~~ **as of the deadline to submit the proposal** and shall remain in effect until ~~Council~~ **City Commission** awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

   The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the

competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual."

The following questions were submitted prior to the deadline and are hereby provided and responded to below:

Q1: Page 3 – Cone of Silence: Can the City please clarify whether the cone of silence is in effect now? It appears that it may be, but the second paragraph states the cone of silence shall not apply to several opportunities to include pre-bid conferences. We can't see anything that references when the pre-bid conference is taking place. Is there a pre-bid conference?

A1: The Lobbying / Cone of Silence language is revised per this Addendum No. 1. The Cone of Silence is not in effect for this solicitation until the deadline for submittals. A pre-bid conference will not be held for this solicitation.

Q2: Section II, B., 4., page 9 – Given the two options in the Scope of Services, if Gulfstream Goodwill selected option B "exclusive City owned property", does the City have a minimum number of donation boxes in mind? This information would be helpful in formulating our financial pro forma for submission to the City. If the City does not have a minimum number in mind, and for proposal submission purposes, will using five (5) be acceptable for proposal purposes so the pro forma can be substantiated on a number?

A2: The City does not have a minimum number in mind. Proposer should propose and disclose what they deem necessary.

Q3: Section II, C., 2., page 10 – Contract Term: The language is clear in that the initial term shall be three (3) years and the contract may be renewed for an additional three (3) year term by mutual consent of both parties…

As we prepare a financial pro forma for a three year period, can the City provide guidance for a start date/month of the initial three (3) year contract? If not, and for proposal submission purposes, will using the month of May 2018 as a start month with three years thereafter be suitable for the City? For example and in planning, should Gulfstream Goodwill Industries ultimately get selected, we would like to address in our pro forma, for planning purposes, the payment amounts/due dates (5th of each month) that would be as closely aligned to the actual timeline as possible.

A3: The start date will be dependent on both parties signing an agreement so at this point City cannot give a defined start date, if proposer needs to state start date in their response it should be done as an "example" only.

Q4: Section II, C., 4., page 10 – Will the collection and donation boxes require the use of the City of Boynton Beach logo to emphasize a co-branding experience and recycling initiative for textile recycling for the wrapping on the boxes?

A4: Yes, City brand and/or marketing will be incorporated into box; final design will be coordinated after post award.

If you have any further questions or require additional clarification, please e-mail Ilyse Triestman, Purchasing Manager, triestmani@bbfl.us or phone (561) 742-6322.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1
"TEXTILE RECYCLING FRANCHISE"

RFP No.: 009-1210-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

PRINT NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
NAME OF COMPANY	DATE

CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-059 - Approve Second Amendment to the land development agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC and authorize release of surety to bury overhead utility lines across Federal Highway at SE 2nd Avenue.

EXPLANATION OF REQUEST:
On July 1, 2014 the City Commission approved the 500 Ocean site plan for the mixed use project consisting of 341 dwelling units within five (5) six (6) story buildings, retail space, and associated amenities and parking, zoned MU-H (Mixed Use High). As a condition of approval the developer agreed to enter into a developer's agreement with the City outlining the maintenance obligations for the future sidewalks, street lighting, and drainage improvements.

On May 5, 2015 the land development agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC was approved by the City Commission. (RESOLUTION NO. R15-047)

On January 19, 2016 the City Commission approved the First Amendment to the developers agreement which outlines the developer obligations as required by the execution of a Construction Agreement between the City of Boynton Beach and the Florida Department of Transportation for certain right of way improvements along South Federal Highway adjacent to the 500 Ocean project required as part of the FDOT permitting process. (RESOLUTION NO. R16-007)

Per section 3C of the developers agreement Skye at Boynton Beach, LLC posted a cash surety to bury the overhead utilities lines across Federal Hwy at SE 2nd Avenue in the amount of $26,961.66 which represents 50% of the cost to perform the work based on an licensed engineer's or FPL's estimated cost.

The developer Skye at Boynton Beach, LLC has requested release of the cash surety as there is no intent or planned work that would warrant use of the surety prior to the expiration of the developers agreement on June 10, 2018.

The Second Amendment allows for release of the cash bond prior to expiration of the developers agreement.

The Land Development Agreement process is permitted in the State of Florida, but approval of the agreement and any amendments must occur with mandatory public notice requirements and two public hearings, in accordance with 163.3225(2), F.S.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
There are no impacts to City programs or services.

FISCAL IMPACT: Budgeted There are no impacts fiscal impacts to City budget.

ALTERNATIVES: Do not approve 2nd amendment and require surety to remain in effect till expiration of

agreement on June 10, 2018.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	SKYE_2nd Amendment to Developers Agmt Reso
🗋	Amendment	Second Amendment to Developers Agreement with SKYE
🗋	Resolution	Developers Agreement R15-047
🗋	Letter	Skye at Boynton Beach (500 Ocean)
🗋	Resolution	First Amendment to Developers Agreement R16-007
🗋	Memo	Memo 15-007 - 500 Ocean Surety
🗋	Memo	Memo 15-005 - 500 Ocean Surety

RESOLUTION NO. R18-____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO DEVELOPER'S AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SKYE AT BOYNTON BEACH, LLC, THAT RELEASES THE SURETY REQUIRED TO BURY OVERHEAD UTILITY LINES ACROSS FEDERAL HIGHWAY AT SOUTHEAST 2ND AVENUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2014 the City Commission approved the 500 Ocean site plan for the mixed use project consisting of 341 dwelling units within five (5) six (6) story buildings, retail space and associated amenities and parking, zoned MU-H (Mixed Use High); and

WHEREAS, on May 5, 2015, the land development agreement between the City and SKYE at Boynton Beach, LLC., was approved via Resolution 15-047 and First Amendment was approved on January 19, 2016 via Resolution R16-007; and

WHEREAS, pursuant to Section 3C of the Developer's Agreement SKYE at Boynton Beach, LLC., posted a cash surety to bury the overhead utility lines across Federal Highway at Southeast 2nd Avenue in the amount of $26,961.66 which represents 50% of the cost to perform the work based on a licensed engineer's or FPL's estimated cost.

WHEREAS, the developer SKYE at Boynton Beach, LLC., has requested release of the cash surety as there is no intent or planned work that would warrant use of the surety prior to the expiration of the Developer's Agreement on June 10, 2018; and

WHEREAS, upon recommendation of staff, the City Commission of the City of Boynton Beach Florida deems it to be in the best interest of the citizens of the City of

Boynton Beach to approve and authorize the City Manager to sign the Second Amendment to the Developer's Agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves and authorizes the City Manager to sign the Second Amendment to the Developer's Agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC., a copy of the Second Amendment to Developer's Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC

City Clerk

(Corporate Seal)

SECOND AMENDMENT TO DEVELOPER'S AGREEMENT

This Second Amendment to Developer's Agreement is made and entered into this _____ day of _____, 2018 by and between the City of Boynton Beach (hereinafter referred to as "City") and Skye at Boynton Beach, LLC., (hereinafter referred to as "Developer")(collectively referred to as the "parties").

WITNESSETH

WHEREAS, the City and Developer entered into a Developer's Agreement ("Agreement") dated May 5, 2015, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City and Developer entered into a First Amendment to Developer's Agreement dated January 19, 2016, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, Developer is obligated to construct on-street parking along U.S. Highway One as a condition of the approved site plan; and

WHEREAS, as a condition the Developer was required to post a cash surety to bury the overhead utility lines across Federal Highway at Southeast 2nd Avenue in the amount of $26,961.66 which represents 50% of the cost to perform the work based on a licensed engineer's or FPL's estimated cost; and

WHEREAS, as there is no intent or planned work that would warrant use of the surety prior to the expiration of the Agreement, the Developer has requested release of the cash surety.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals contained herein are hereby incorporated by reference.
2. Developer has requested and the City is agreeable to release the cash surety bond in the amount of $26,961.66 posted by the Developer to bury overhead utility lines across Federal Highway at Southeast 2nd Avenue.
3. Paragraph 3C of the Developer's Agreement shall be amended as follows:

> (c) Utilities. Existing overhead utility lines along the rights-of-way shall be buried to improve the appearance of the development with the exception of SE 2nd Avenue. The developer will relocate the existing overhead utility lines along SE 2nd Avenue to the south side of the right of way along SE 2nd Avenue. The developer will provide surety to the City and maintain the surety for the duration of the developers agreement to bury the overhead utilities lines across Federal Hwy at SE 2nd Avenue in the amount of 50% of the cost based on an licensed engineer's or FPL's estimated cost or the City shall release surety at such time it is determined by the City that the planned work for which the surety

was posted will not be performed. All utility poles will be designed in accordance with FPL standards.

4. The terms and conditions of the Agreement and First Amendment shall remain in full force and effect except as specifically amended herein. In the event of a conflict between the terms of the Agreement, First Amendment and this Second Amendment, the terms of the Second Amendment shall control.

IN WITNESS WHEREOF, the Parties have signed this Second Amendment to Developer's Agreement on the date(s) set forth below.

CITY OF BOYNTON BEACH

By: _____ Date: _____
Lori LaVerriere
City Manager

APPROVED AS TO FORM:

_____ Date: _____
James A. Cherof, City Attorney

SKYE AT BOYNTON BEACH, LLC.

_____
BY:
TITLE:
DATE:

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this ____ day of April, 2018 by _____ in his capacity as Managing Partner of Skye at Boynton Beach, LLC.,

_____ Known to Me _____ Produced Identification

Notary Signature: _____

(Seal)

RESOLUTION NO. R15-047

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A DEVELOPER'S AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SKYE AT BOYNTON BEACH, LLC, THAT DEFINES THE DEVELOPER MAINTENANCE OBLIGATIONS AND PROCESS FOR CREDITS TO CERTAIN IMPACT FEES; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE DEVELOPER'S AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2014 the City Commission approved the 500 Ocean site plan for the mixed use project consisting of 341 dwelling units within five (5) six (6) story buildings, retail space and associated amenities and parking, zoned MU-H (Mixed Use High); and

WHEREAS, as a condition of approval the developer agreed to enter into a developer's agreement with the City outlining the maintenance obligations for the future sidewalks, street lighting and drainage improvements; and

WHEREAS, upon recommendation of staff, the City Commission of the City of Boynton Beach Florida deems it to be in the best interest of the citizens of the City of Boynton Beach to approve and authorize execution of the Developer's Agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby

approves and authorizes the Mayor and City Clerk to sign the Developer's Agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC., which defines the developer maintenance obligations and process for credits to certain impact fees, a copy of the Developer's Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of May, 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	✓	
Vice Mayor – Joe Casello	✓	
Commissioner – David T. Merker	✓	
Commissioner – Mack McCray	✓	
Commissioner – Michael M. Fitzpatrick	✓	

VOTE 5-0

ATTEST:

Janet M. Prainito

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)

C:\Users\prainitoj\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\D5LHXT08\Skye_Developers_Agmt_-_Reso.doc

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Gerald J. Biondo, Esq.
Murai Wald Biondo Moreno & Brochin, PA
1200 Ponce de Leon Blvd.
Coral Gables, FL 33134

DEVELOPER'S AGREEMENT

This **DEVELOPER'S AGREEMENT** (the "Agreement") is made and executed this _____ day of April 2015 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation (the "City"), whose address is 100 E. Boynton Boulevard, Boynton Beach, Florida 33435, and **SKYE AT BOYNTON BEACH, LLC**, a Florida corporation as assignor for an entity in formation ("Developer") whose address is 650 S. Northlake Boulevard, Suite 450, Altamonte Springs, Florida 32701.

WITNESSETH

WHEREAS, Developer has contracted pursuant to a written Purchase Contract (the "Purchase Contract") to purchase from Capstone Residential Development, a Delaware Limited Liability Company the fee simple ownership of certain real property containing 4.688 acres +/- located in the City of Boynton Beach and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the Property); and

WHEREAS Developer desires to buy the Property, provided that Developer is able to develop the Property as a residential multifamily community to be comprised of up to 341 residential units in a building which contains five (5) to six (6) stories, plus a parking garage, and approximately 13,300 square feet of retail space, and approximately 6,600 square feet of office space (the "Project") as depicted in that certain approved site plan, entitled "500 Ocean", dated April 15,2105, and prepared by MSA Architects under project No. 1593, Sheet Number A 1.1, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference (referred to as the "Master Site Plan") and in accordance with the terms and conditions of this Agreement and Development Order date July 1, 2014 granted by the City Commission of the City of Boynton Beach (hereafter the " Development Order") ; and

WHEREAS the City and Developer desire to set forth the following special terms and conditions with respect to the proposed development of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.

3. Obligations and Commitments. In consideration of the City and Developer entering into this Agreement, and as an inducement for Developer to buy the Property, the City and Developer hereby agree as follows:

(a) Approval of Master Site Plan. The City hereby has approved the Master Site Plan on July 1, 2014, subject to the terms of the Development Order and this Development Agreement

(b) Zoning Amendment. The Zoning map of the City has been amended to "Mixed Use High (MU-H)" corresponding with the project master/site plan.

(c) Utilities. Existing overhead utility lines along the rights-of-way shall be buried to improve the appearance of the development with the exception of SE 2nd Avenue. The developer will relocate the existing overhead utility lines along SE 2nd Avenue to the south side of the right of way along SE 2nd Avenue. The developer will provide surety to the City and maintain the surety for the duration of the developers agreement to bury the overhead utilities lines across Federal Hwy at SE 2nd Avenue in the amount of 50% of the cost based on an licensed engineer's or FPL's estimated cost. All utility poles will be designed in accordance with FPL standards.

(d) Over Sizing of Lines. The Developer will upsize certain utility lines and install new utility lines that do not serve the Property pursuant to the plans approved by the City. Capital facilities charge credits will be available for the pipelines that are oversized and/or new lines installed that serve other properties in accordance with the provisions of Chapter 26 of the City Code of Ordinances. The City will reimburse the Developer after "Final Acceptance" of the water and reuse main improvements for the project based on the percentages indicated on Exhibit 1 attached hereto. Final Acceptance involves compliance with the City requirements as follows:

(aa) the granting of an appropriate easement over the Developers Property in the location of the utility line
(bb) the conveyance of said facilities by Bill of Sale
(cc) the completion of all city required punch list items
(dd) the delivery of "as built "plans
(ee) the approval and sign of the City Health Department

(e) Credit Against Impact Fees. Developer is entitled to a credit against the impact fees as follows:

(aa) The City will collect impact fees for the benefit of Palm Beach County in connection with the procurement of building permits by the Developer. The Developer contemplates procuring a credit from Palm Beach County for an amount equal to the payments and usage of the prior owner of the site in connection with a development that has been abandoned . To the extent the Developer properly documents the same to the reasonable satisfaction of the City, the City will apply

said credit against the fees collected at time of building permit issuance.

(bb) A Capital Facilities Charge (Water and Sewer) credit from the City in the amount of $22,516 is to be applied against the Capital Facilities charges.

(f) Construction of Storm Water Improvements. Developer has designed the Project so that all storm water quality, retention and/or detention improvements for the Project, together with the interior roadways and driveways to be located within the Project, drain into the existing City maintained drainage system.

The Developer, at their expense, will be required to provide an easement for conveyance of storm water for the public rights of way adjacent to the Property by relocating and constructing a new drainage system on the subject Property. The Developer and/or its successors will be responsible for the maintenance of said portion of the relocated drainage system within the subject Property boundaries in perpetuity. In the event the developer and/or its successors breaches and provision of this condition, the City may exercise one or more of the following options, provided that at no time shall City be entitled to receive double recovery of damages:

(aa) Pursue a claim for damages suffered by City or the public.

(bb) Pursue any other remedies legally available.

(cc) As to any work not performed by the developer and/or its successors, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the developer and/or its successors if the developer and/or its successors fails to cure the non-performance within fourteen (14) days after written notice from the City of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

These obligations shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions similarly shall be binding upon the Property and shall run with title to the same.

(g) No Platting. The Property is not required to be platted. It currently has only one tax ID #; to wit, 08434528030070010, evidencing it is one unified parcel. Developer shall record a unity of title for the entire Property in form and content reasonably satisfactory to the City.

(h) Levels of Service. The City acknowledges that the "Levels of Service" monitored by the City and located and subject to the jurisdiction of the City (e.g. water, sewer, wastewater, solid waste, city roads, parks, school facilities) located in the vicinity of

the Property were sufficient to accommodate the Project at the time of Master Site Plan approval.

(i) Maintenance Obligations. The Developer and or any successor in title to the Property agrees that they will have the continuing obligation to maintain the street lighting adjacent to the Project , so as to illuminate the public rights of way adjacent to the Project, said street lights being located in Ocean Avenue, SE 4th Street, SE 2nd Avenue and Federal Highway but only with respect to the portion of said streets lying contiguous to the Project . The Developer at its expense shall install and provide street lighting for the right of way adjacent to the Project along Ocean Avenue, SE 4th Street, SE 2nd Avenue and Federal Highway. The Developer will provide surety and liability insurance for the work located within the City and FDOT right of way in a form acceptable to the City prior to issuance of permits. The Developer and any successor in title will be responsible for the energy cost and maintenance of lighting in perpetuity for the street lights adjacent to the Property. In the event the Developer or a successor in title breaches the afore-described covenant the City may exercise one or more of the following options:

(aa) Pursue a claim for damages suffered by City or the public.

(bb) Pursue any other remedies legally available.

(cc) As to any work not performed by the developer and/or its successors, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the developer and/or its successors if the developer and/or its successors fails to cure the non-performance within fourteen (14) days after written notice from the City of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

These obligations shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions similarly shall be binding upon the Property and shall run with title to the same.

4. Sidewalk Easement. Prior to TCO, CO and/or acceptance of any offsite improvements the required five (5) foot minimum unobstructed sidewalk easement for public access adjacent to SE 4th Street, SE 2nd Avenue, and Ocean Avenue must be recorded and dedicated to the City. The Developer and/or its successors will responsible for the maintenance of said sidewalk within the five foot easement in perpetuity. This condition shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions similarly shall be binding upon the Property and shall run with title to the same.

5. Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement will. When title to the Property is vested in Developer and/or its designated assignee and when duly executed and delivered by the City, then this Agreement will be recorded in the Public Records of Palm Beach County, Florida, and will constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement. In the event Developer and/or its assignee does not acquire title to the Property pursuant to the Purchase Contract then this agreement shall be of no force and effect.

6. Time Period. This agreement shall remain in effect for a period of three (3) years form the date hereof. Any provision of this Agreement which imposes a maintenance obligation for the developer and it's successors after expiration of this Agreement shall survive the expiration of this Agreement.

7. Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit o£ the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9. Amendments. This Agreement shall not be modified or amended except by written agreement duty executed by both parties hereto (or their successors or assigns) and approved by the City Commission.

10. Entire Agreement. This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

11. Severabilitv. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

12. Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.

13. Recordation. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

14. Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing

herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.

15. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes,* or any other limitation on the City's potential liability under the state and federal law.

16. City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

17. Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

18. Third-Party Rights. This Agreement is not a third party beneficiary contract and shall not in any way whatsoever create any rights -on behalf of any third party, provided however, Developer will assign its rights under this document to a to be formed development entity.

19. Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

20. Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through all appeals to the extent permitted by law.

21. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or part thereof, if Developer is in breach of any term and condition of this Agreement.

[SIGNATURE ON FOLLOWING PAGE]

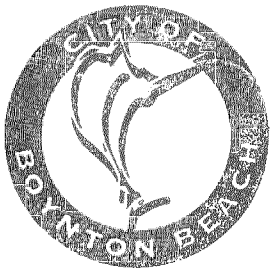
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF BOYNTON BEACH

By: Tom LaVenia

ATTEST:

By: Judith A. Fyler, CMC
Deputy City Clerk



APPROVED AS TO FORM AND LEGALITY For the use and reliance of the City of BOYNTON BEACH, Florida only.

Dated : 6/10/15

By: _____

Signed, sealed and
Delivered in the presence
of the following witnesses

SKYE AT BOYNTON BEACH, LLC
("Developer")

Name: John Flynn

By: _____
Salvador Leccese,
President/Manager

Name: Matthew Gourlay

STATE OF FLORIDA

COUNTY OF ~~ORANGE~~ Seminole

The foregoing instrument was acknowledged before me this 21st day of May, 2015 by SALVADOR LECCESE, as President/ Manager of Skye at Boynton Beach, LLC a Florida Limited Liability Company on behalf of said corporation. He is personally known to me or has produced _____ as identification.

DARLENE D. MAHANKE
MY COMMISSION EXPIRES
April 23, 2018
#FF 087298
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public Signature
Print Name: Darlene D. Mahanke
Commission No: FF087298
My Commission Expires: 4-23-2018

C:\Users\macka\Desktop\500 Ocean - SE 2nd Ave (FPL)\Developer's Agreement redline 3.17.15_with City Comments_Final.doc

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1

All of Lots 1 through 14, inclusive, Block 7, LESS the North 8 feet of Lots 1 through 7, and LESS the East 10 feet of the North 60 feet of said Lot 14, and ALSO LESS that part of Lot 14, LESS the North 60 feet thereof, which is included in the external area formed by a 12 foot radius arc tangent to the South line of said Lot 14 and tangent to a line 10 feet West of and parallel to the East line of said Lot 14, Block 7, TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida.

PARCEL 2

That alleyway identified as SE 1st Place lying between Lots 1 through 7 and Lots 8 through 14, Block 7, vacated pursuant to Ordinance No. 003-021, recorded in Official Records Book 15483, page 375 and Ordinance No. 05-053 recorded in Official Records Book 19430, page 1099 and in Official Records Book 19461, page 143, all of the public records of Palm Beach County, Florida, which is more particularly described as follows:

A portion of that certain 20-foot alley adjacent to Lots 1 through 4 and Lots 11 through 14, together with the North half of said alley lying South of and adjacent to Lot 5, all in Block 7, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida.

AND

A portion of that certain 20.00 foot wide alley lying adjacent to Lots 6 through 9, together with the South half of said alley lying North of and adjacent to Lot 10, all in Block 7, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 7; thence South 88° 59' 27" East along the South line of Lots 7 and 6, a distance of 100.00 feet to the Southeast corner of said Lot 6; thence South 00° 02' 09" West along the Southerly extension of the East line of said Lot 6, a distance of 10.00 feet to the centerline of said 20.00 foot wide alley; thence

South 88° 59' 27" East, along said centerline, 50.00 feet to an intersection with the Northerly extension of the East line of said Lot 10; thence South 00° 02' 09" West, along said Northerly extension, 10.00 feet to the North line of said Lot 10; thence North 88° 59' 27" West, along the North line of said Lots 10, 9 and 8, a distance of 150.00 feet to the East right of way line of Southeast 4th Street; thence North 00° 02' 09" West, along said East right of way line, 20.00 feet to the POINT OF BEGINNING. Said lands lying in the City of Boynton Beach, Palm Beach County, Florida.

PARCEL 3

The North 80 feet of Lot 1 through 7, inclusive, and the South 80 feet of Lots 8 through 14, inclusive, Block 12, TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida, LESS the East 10 feet of the North 80 feet of said Lot 1, and LESS that part of the North 80 feet of said Lot 1, which is included in the external area formed by a 12 foot radius arc tangent to the North line of said Lot 1 and tangent to a line 10 feet West of and parallel to the East line of said Lot 1, and LESS the West 5 feet of the North 80 feet of said Lot 7, and LESS the West 5 feet of the South 80 feet of said Lot 8, and LESS the East 10 feet of the South 80 feet of said Lot 14, and LESS that part of said Lot 14 described as follows:

From a point on the South line of Lot 14 located 10 feet Westerly of the Southeast corner of said Lot 14, run Westerly along the South line of said Lot 14 for 25.51 feet; thence run in a Northeasterly direction along the arc of a curve concave to the Northwest and having a radius of 25 feet for a distance of 39.78 feet to a point on a line parallel to and 50 feet Westerly of, measured at right angles to, the Base Line of Survey of State Road 5, Section 9301-205; thence run South 0° 59' 45" East along said parallel line for 25.51 feet to the POINT OF BEGINNING.

PARCEL 4

Lots 1, 2 and 3, Plat of PORTION OF BLOCK 12, TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 15, page 18, public records of Palm Beach County, Florida, LESS the East 10 feet of said Lots 1 and 2, and LESS the West 5 feet of said Lot 3.

PARCEL 5

That part of SE 1st Avenue lying between Block 12 and Block 7, vacated pursuant to Ordinance No. 05-052 recorded in Official Records Book

19379, at page 101, of the public records of Palm Beach County, Florida, which is more particularly described as follows:

That certain 40.00 foot wide right-of-way bounded on the North by the South line of Block 7, on the South by the North line of Block 12, on the East by the West right of way line of Federal Highway (U.S. Highway No. 1) and on the West by the East right of way line of S.E. 4th Street, all in the ORIGINAL TOWN OF BOYNTON, according to the Plat thereof as recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8 in said Block 7; thence South 88° 59' 27" East along the South line of said Block 7, a distance of 5.00 feet to the POINT OF BEGINNING; thence continuing along said South line South 88° 59' 27" East, 335.01 feet; thence South 00° 02' 09" West, 51.80 feet to a point of cusp on the West right of way line of Federal Highway (U.S. Highway No. 1, State Road No. 5); thence Northwesterly along the arc of a curve concave to the Southwest, having a radius of 12.00 feet, a central angle of 89° 01' 36", an arc distance of 18.65 feet to the point of tangency; thence North 88° 59' 27" West, along the North line of said Block 12, a distance of 323.21 feet to the East right of way line of S.E. 4th Street; thence North 00° 02' 09" East, along said East right of way line, 40.01 feet to the POINT OF BEGINNING; said lands lying in the City of Boynton Beach, Palm Beach County, Florida.

PARCEL 6

That part of the sidewalks lying along Ocean Avenue, SE 4th Street and SE 2nd Avenue vacated pursuant to Ordinance No. 05-054 recorded in Official Records Book 19359, at page 1876, of the public records of Palm Beach County, Florida, which is more particularly described as follows:

Portions of Southeast 4th Street, Southeast 2nd Avenue and Ocean Avenue lying adjacent to Blocks 7 and 12, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof, as recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida, and Block 12, ORIGINAL TOWN OF BOYNTON (REVISED PLAT), according to the Plat thereof, as recorded in Plat Book 15, page 18, of said public records, being more particularly described as follows:

Beginning at the Southwest corner of said Block 7; thence South 00° 02' 09" West along the West line of said Block 12, a distance of 312.55 feet to a point on the arc of a non-tangent curve concave to the Northeast (a

radial line through said point bears South 69° 00' 03" West from the radius point of the next described curve); thence Southeasterly along the arc of said curve having a radius of 16.19 feet, a central angle of 49° 54' 09", an arc distance of 14.10 feet; thence South 88° 31' 35" East, 313.23 feet to a point on the arc of a non-tangent curve concave to the Northwest (a radial line through said point bears South 00° 45' 40" West from the radius point of the next described curve); thence Northeasterly along the arc of said curve having a radius of 24.00 feet, a central angle of 44° 49' 08", an arc distance of 18.77 feet; thence North 00° 02' 09" East, along the West right of way line of Federal Highway (U.S. No. 1, State Road No. 5) to a point of cusp with a curve concave to the Northwest and reference Point "A"; thence Southwesterly along the arc of said curve having a radius of 25.00 feet, a central angle of 90° 58' 24", an arc distance of 39.69 feet to a point on the South line of said Block 12 and the point of tangency; thence North 88° 59' 27" West along said South line, 309.58 feet; thence North 00° 02' 09" East, 312.55 feet to the South line of said Block 7; thence North 88° 59' 27" West along said South line, 5.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commencing at said reference Point "A"; thence North 00° 02' 09" East, 551.91 feet to the POINT OF BEGINNING; thence North 00° 02' 09" East, 6.10 feet to a point on the arc of a non-tangent curve concave to the Southwest (a radial line through said point bears North 50° 46' 09" East from the radius point of the next described curve); thence Northwesterly along the arc of said curve having a radius of 24.00 feet, a central angle of 49° 48' 36", an arc distance of 20.84 feet; thence North 88° 59' 27" West, 152.24 feet; thence South 45° 33' 42" West, 4.32 feet; thence South 88° 59' 27" West, 166.51 feet; thence South 00° 02' 09" West, 11.51 feet; thence South 88° 59' 27" East, 340.01 feet to the POINT OF BEGINNING. Said lands lying in the City of Boynton Beach, Palm Beach County, Florida.

PARCELS 1 THROUGH 6 ALSO DESCRIBED AS:

Portions of Blocks 7 and 12, ORIGINAL TOWN OF BOYNTON, according to the Plat thereof, recorded in Plat Book 1, page 23, of the public records of Palm Beach County, Florida. TOGETHER WITH portions of Southeast 4th Street, Southeast 2nd Avenue and Ocean Avenue lying adjacent to said Blocks 7 and 12, ORIGINAL TOWN OF BOYNTON, according to said Plat. TOGETHER WITH a portion of Southeast 1st Avenue lying between said Blocks 7 and 12, now vacated, and a portion of Southeast 1st Place lying in said Block 7, now vacated, ORIGINAL TOWN OF BOYNTON, according to said Plat. TOGETHER

WITH a portion of Block 12, ORIGINAL TOWN OF BOYNTON (REVISED PLAT), according to the Plat thereof, as recorded in Plat Book 15, page 18, of said public records, being more particularly described as follows:

Commencing at the intersection of the centerline of Ocean Avenue with the centerline of Federal Highway (State Road No. 5, U.S. Highway No. 1) (100 foot right of way).; thence North 88° 59' 27" West along said centerline of Ocean Avenue, 50.01 feet; thence South 00° 02' 09" West, 26.91 feet to the POINT OF BEGINNING; thence continue South 00° 02' 09" West, 558.24 feet to a point on the arc of a non-tangent curve concave to the Northwest (a radial line through said point bears North 44° 03' 28" West to the radius point of the next described curve); thence Southwesterly along the arc of said curve having a radius of 24.00 feet, a central angle of 44° 49' 08", an arc distance of 18.77 feet to the point of tangency; thence North 88° 31' 35" West, 313.23 feet to a point on the arc of a non-tangent curve concave to the Northeast (a radial line through said point bears North 19° 05' 54" East to the radius point of the next described curve); thence Northwesterly along the arc of said curve having a radius of 16.19 feet, a central angle of 49° 54' 09", an arc distance of 14.10 feet; thence North 00° 02' 09" East, 588.85 feet; thence South 88° 59' 27" East, 166.51 feet; thence North 45° 33' 42" East, 4.32 feet; thence South 88° 59' 27" East, 152.24 feet to the beginning of a tangent curve concave to the Southwest; thence Southeasterly along the arc of said curve having a radius of 24.00 feet, a central angle of 49° 45' 36", an arc distance of 20.84 feet to the POINT OF BEGINNING.

EXHIBIT "B"

SITE PLAN

EXHIBIT 1

EXHIBIT 1				
500 OCEAN PROJECT				
ESTIMATED UTILITY COSTS				
DESCRIPTION	ESTIMATED COST	CITY SHARE	DEVELOPER SHARE	CITY PERCENTAGE
16" WATER 4TH STREET- 458 LF	$ 128,240	$ 91,601	$ 36,639	71.43%
16" WATER 4TH STREET- 200 LF	$ 56,000	$ 56,000	$ -	100%
12" REUSE WATER 2ND AVE- 378 LF	$ 75,000	$ 75,000	$ -	100%
				100%
12" WATER FEDERAL HW NORTH- 193 LF	$ 61,000	$ 61,000	$ -	
8" WATER FEDERAL HW- SOUTH- 486 LF	$ 119,000		$ 119,000	0%
12" WATER RETAIL PARKING- 355 LF	$ 48,500	$ 31,776	$ 16,724	65.52%
8" SANITARY RETAIL PARKING- 447 LF	$ 56,000	$ -	$ 56,000	0%
8" WATER UNDER BUILDING CREDIT 429LF	$ 9,000	$ -	$ -	0%
TOTAL	$ 552,740	$ 315,376	$ 228,364	

Skye at Boynton Beach, LLC

Boynton Beach, Florida

March 21, 2018

Andrew Mack, P.E., CBO, LEED AP

Director of Development

Development Department

City of Boynton Beach

100 E. Boynton Beach Blvd.

Boynton Beach, Florida

Re: 500 Ocean

Boynton Beach, Florida

Dear Andrew:

In accordance with Article 3c of the Developers Agreement we were required to provide a cash surety to cover 50% of the cost to bury electric lines crossing Federal Highway. This correspondence is to request the release of the cash surety in the amount of $26,961.66 held by the city relating to that possible work on Federal Highway. From conversations with the city, it appears that the work will not be pursued at this time or in the foreseeable future.

Thank you for your consideration and assistance with the release of this surety.

Warm Regards

Thomas Hayden

Vice President

Skye at Boynton Beach, LLC

RESOLUTION NO. R16-007

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO DEVELOPER'S AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SKYE AT BOYNTON BEACH, LLC, THAT DEFINES THE DEVELOPER'S OBLIGATIONS AS PART OF A CONSTRUCTION AGREEMENT BETWEEN THE CITY AND FDOT FOR CERTAIN ROADWAY IMPROVEMENTS ALONG SOUTH FEDERAL HIGHWAY IN FDOT RIGHT OF WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2014 the City Commission approved the 500 Ocean site plan for the mixed use project consisting of 341 dwelling units within five (5) six (6) story buildings, retail space and associated amenities and parking, zoned MU-H (Mixed Use High); and

WHEREAS, on May 5, 2015, the land development agreement between the City and SKYE at Boynton Beach, LLC., was approved via Resolution 15-047; and

WHEREAS, the First Amendment outlines the developer obligations as required by the execution of a Construction Agreement between the City of Boynton Beach and the Florida Department of Transportation for certain right of way improvements along South Federal Highway adjacent to the 500 Ocean project required as part of the FDOT permitting process; and

WHEREAS, upon recommendation of staff, the City Commission of the City of Boynton Beach Florida deems it to be in the best interest of the citizens of the City of Boynton Beach to approve and authorize the City Manager to sign the First Amendment to the Developer's Agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves and authorizes the City Manager to sign the First Amendment to the Developer's Agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC., a copy of the First Amendment to Developer's Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 19th day of January, 2016.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	✓	
Vice Mayor – Joe Casello	✓	
Commissioner – David T. Merker	✓	
Commissioner – Mack McCray	✓	
Commissioner – Michael M. Fitzpatrick	✓	

VOTE 5-0

ATTEST:

Judith A. Pyle, CMC
Interim City Clerk

(Corporate Seal)

S:\CC\WP\Resolutions\2016\R16-007 SKYE_1st_Amendment_to_Developers_Agmt.doc

R16-007

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

This First Amendment to Developer's Agreement is made and entered into this 16 day of February 2016 by and between the City of Boynton Beach (hereinafter referred to as "City") and Skye at Boynton Beach, LLC., (hereinafter referred to as "Developer")(collectively referred to as the "parties").

WITNESSETH

WHEREAS, the City and Developer entered into a Developer's Agreement ("Agreement") dated May 5, 2015, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Developer is obligated to construct on-street parking along U.S. Highway One as a condition of the approved site plan; and

WHEREAS, as a condition of construction of the on-street parking, the City was required to enter into an Agreement with the Florida Department of Transportation (hereinafter "FDOT"); and

WHEREAS, THE Developer has agreed to indemnify the City against all risk arising from the City's agreement with FDOT; and

WHEREAS, the Developer has agreed to reimburse the City for the cost of any bond required by FDOT of the City; and

WHEREAS, the parties desire to further amend said Agreement as provided below.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals contained herein are hereby incorporated by reference.
2. Developer has reviewed the City's Agreement with FDOT and agrees to indemnify the City against any risk to the City arising from that Agreement; and
3. The Developer shall pay to the City, within thirty days of written request, the cost of any bond required of the City by FDOT; and
4. This Agreement shall survive the expiration of the Developer's Agreement and shall remain in effect until the City has satisfied its obligations under the City's Agreement with FDOT and has been released therefrom.
5. The terms and conditions of the Agreement shall remain in full force and effect except as specifically amended herein. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of the First Amendment shall control.

IN WITNESS WHEREOF, the Parties have signed this First Amendment to Developer's Agreement on the date(s) set forth below.

CITY OF BOYNTON BEACH

By: Lori LaVerriere Date: 2/16/16

Lori LaVerriere
City Manager

APPROVED AS TO FORM:

Date: _____

James A. Cherof, City Attorney

SKYE AT BOYNTON BEACH, LLC.

BY: Thomas J. Hayden
TITLE: Vice President
DATE: 1/29/16

State of Florida
County of ~~Palm Beach~~ Seminole

The foregoing instrument was acknowledged before me this 29th day of January, 2016 by Thomas J. Hayden in his capacity as ~~Managing Partner~~ V.P. of Skye at Boynton Beach, LLC.,

✓ Known to Me _____ Produced Identification

Notary Signature: Darlene D. Mahanke

(Seal)

DARLENE D. MAHANKE
MY COMMISSION EXPIRES
April 23, 2018
#FF 087298
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
MEMORANDUM NO. 15-007

TO: Tim Howard, Director of Financial Services

FROM: Andrew P. Mack, P.E., CBO, Building Official/City Engineer A.M.

DATE: June 12, 2015

SUBJECT: 500 Ocean Surety (Developers Agreement) ***AMENDED***

Yesterday I received an updated cost estimate from the Engineer for 500 Ocean detailing the cost to underground the utilities across Federal Highway at SE 2nd Avenue. The cash surety representing 50% of the cost will need to be reduced and the difference refunded back to the developer.

Original surety amount	=	$32,700.00
Amended surety amount	=	$26,961.66
Amount to be refunded	=	$ 5,738.34

Please have the refund check sent to their attorney at:

Murai Wald Biondo Moreno & Pegg, P.A.
Real Estate Trust Account
1200 Ponce De Leon Boulevard
Coral Gables, Florida 33134

If you have any questions please contact me in the office at 561.742.6366. Thanks.

cc: Jeff Livergood, P.E., Director of Public Works and Engineering
Frantz LaFontant, E.I., Engineering Plans Analyst/Inspector
Don Kafka, Agent for SKYE at Boynton Beach, LLC
File

S:\Engineering\ Memorandums\MEMORANDUMS 2015\15-007 MACK - 500 Ocean - Federal Hwy FPL Surety.doc

Brannon & Gillespie, LLC
Consulting Engineers

RECEIVED
JUN 11 2015
FILE COPY
BUILDING DIVISION

Opinion of Cost

June 5, 2015

Total Pages (including this sheet) 3

To: City of Boynton Beach, Florida

Project: Cost to Underground Overhead Utilities Crossing Federal Highway
310 Federal Hwy @ 2nd Ave, Boynton Beach, Florida

It is our professional opinion that the cost of this work will be approximately $53,923.00 if executed by the respective utility crews using current utility construction practices and materials.

This cost represents my professional opinion as to the cost to replace one FPL standard concrete distribution pole with one 12Kip heavy duty concrete self-supporting FPL pole, and replace the overhead utility wires and cables crossing Federal Highway with underground wires and cables for a distance of approximately 140 feet. The work will be accomplished in two parts. FPL Crews and Comcast crews will work independently relative to their respective facilities. The work involves the following tasks.

Verify Existing Underground Utilities have been located.
Place Traffic Control Signage/Barricades and Flagmen per FDOT MOT.
Cut and Remove Existing Sidewalk as necessary.
Install one 12Kip Self Supporting Concrete FPL DSBN Pole set 14 feet.
Install one 40K multi-helix anchor and two down guys.
Install via Directional Bore 1-6" FPL conduit 140 feet under Federal Hwy.
Install 140 feet of 3-1000KCmil-25KV feeder cable and UG feeder risers.
Frame poles both sides of Federal for FPL OH Feeder Deadend.
Install underground Feeder Terminations, Switches, and Lightning Arresters.
Install FPL Temporary Mechanical Jumpers.
Remove 140 feet of 3#568AAAC & 1#3/0AAAC-N Overhead Conductors.
Install 140 Feet of 2-2" Communications conduit via Directional Bore.
Install 140 feet plus risers of 48 strand Fiber Optic Cable and Trunk Coax.
Install Fiber Optic Slack Cable Vaults at the Base of each Pole.
Cut and Pull Back 140 feet of Comcast Fiber Optic & Coax Cable.
Splice 48 Strand Fiber Optic Cable at Vaults with 50 feet of Slack Cable.
Remove Vacated FPL Concrete pole on East Side of Federal.
Replace Concrete sidewalk as required.

DESCRIPTIONS	LABOR & MAT'L COST	OVERHEADS 20.00%	TOTAL COST
HOLE, POLE	$314.60	$62.92	$377.52
ADDITIONAL SET DEPTH	$291.20	$58.24	$349.44
POLE – CONCRETE 12K - VIA CRANE INSTALL	$9,955.00	$1,991.00	$11,946.00
POLE – CONCRETE DSBN >=45 FT REMOVE	$522.60	$104.52	$627.12
CUT PAVING OR SIDEWALK	$197.60	$39.52	$237.12
DRILL CONCRETE POLE	$478.40	$95.68	$574.08
PATCH SIDEWALK - CONC - CONTR (Sq. Yd)	$288.00	$57.60	$345.60
ANCHOR - MULTI-HELIX ALL	$218.40	$43.68	$262.08
GUY - DOWN, ALL	$327.60	$65.52	$393.12
GROUND ROD - 10' SECT	$67.60	$13.52	$81.12
GROUND ROD VERIFY	$20.80	$4.16	$24.96
INST CROSSARM 64 / 102 STEEL	$171.60	$34.32	$205.92
REMOVE CROSSARM 64 / 102 STEEL	$62.40	$12.48	$74.88
HORIZONTAL SWITCH RACK	$431.60	$86.32	$517.92
POT HEAD SUPRT/SW BRACKET	$192.40	$38.48	$230.88
CONDUCTOR, MAX 4/0	$109.20	$21.84	$131.04
CONDUCTOR, LGR 4/0	$491.40	$98.28	$589.68
DEADEND, FIBER OPTIC	$75.40	$15.08	$90.48
DOWNLEAD CUSHION, FIBER OP	$52.00	$10.40	$62.40
DEADEND SHOE / AUTO	$530.40	$106.08	$636.48
JUMPER, LGR 4/0	$436.80	$87.36	$524.16
STIRRUP, LGR 4/0 (NO STICK)	$249.60	$49.92	$299.52
SURGE ARRESTER	$967.20	$193.44	$1,160.64
SWITCH - DISCONNECT	$1,575.60	$315.12	$1,890.72
LOAD / HAUL MATERIAL	$280.80	$56.16	$336.96
BARRICADE, TRAFFIC	$104.00	$20.80	$124.80
MECHANICAL JUMPER	$665.60	$133.12	$798.72
HANDLING REMVD REIMB MATL	$26.00	$5.20	$31.20
SWITCHING - SUBSTATION	$130.00	$26.00	$156.00
SWITCHING FIELD	$156.00	$31.20	$187.20
DEADEND AUTO/SHOE STK	$1,326.00	$265.20	$1,591.20
WORK ZONE	$421.20	$84.24	$505.44
TRAFFIC CNTL CONES / BARRACADES	$325.00	$65.00	$390.00
TRAFFIC CNTL FLAGMAN CONTR.	$440.00	$88.00	$528.00
TERMINATE 1000 KCMIL XPE FEEDER COMPLETE	$1,820.00	$364.00	$2,184.00
INSTALL FEEDER RISER ON EX. POLE	$5,460.00	$1,092.00	$6,552.00
DIRECTIONAL BORE - 6" CONDUIT (FT)	$4,246.67	$849.33	$5,096.00
DIRECTIONAL BORE - SETUP	$1,100.00	$220.00	$1,320.00
INSTALL 1000KCMIL FEEDER CABLE IN 6"COND > 50'	$3,033.33	$606.67	$3,640.00
SPLICE FIBER OPTIC CABLE	$1,296.00	$259.20	$1,555.20
FIBER OPTIC CABLE - PULL IN (FT) (Labor Only)	$70.00	$14.00	$84.00
FIBER OPTIC 48 STRAND CABLE (FT) (Mat'l Only)	$126.00	$25.20	$151.20
FIBER OPTIC PULL BOX / SLACK VAULT 30" x 18"	$500.00	$100.00	$600.00
DIRECTIONAL BORE 2-2" FIBER DUCT	$2,240.00	$448.00	$2,688.00
DIRECTIONAL BORE FIBER DUCT SETUP	$2,500.00	$500.00	$3,000.00
COAXIAL TRUNK CABLE LRG	$262.50	$52.50	$315.00
	$44,556.50	$8,987.22	$53,923.32

Danny Brannon, P. E.
Florida P.E. 25601

6-5-2015
Date

DANNY P. BRANNON
LICENSE
No 25601
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Brannon & Gillespie, LLC
631 US Highway 1, Ste 301
North Palm Beach, Florida 33408
CA # 6784

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
MEMORANDUM NO. 15-005

TO: Tim Howard, Director of Financial Services

FROM: Andrew P. Mack, P.E., CBO, Building Official/City Engineer A.M.

DATE: June 5, 2015

SUBJECT: 500 Ocean Surety (Developers Agreement)

Please find attached check #10992 in the amount of $32,700 representing the guarantee as required by the developers agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC representing the surety to the City for the duration of the developers agreement to bury the overhead utilities lines across Federal Hwy at SE 2nd Avenue in the amount of 50% of the cost based on an licensed engineer's or FPL's estimated cost.

If you have any questions please contact me in the office at 561.742.6366. Thanks.

cc: Jeff Livergood, P.E., Director of Public Works and Engineering
Frantz LaFontant, E.I., Engineering Plans Analyst/Inspector
File

S:\Engineering\ Memorandums\MEMORANDUMS 2015\15-005 MACK - 500 Ocean - Federal Hwy FPL Surety.doc

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

10992

MURAI WALD BIONDO MORENO & PEGG, P.A.
REAL ESTATE TRUST ACCOUNT
1200 PONCE DE LEON BLVD.
CORAL GABLES, FLORIDA 33134

Sabadell United Bank
MIAMI, FLORIDA 33130

63-964/670

NUMBER

PAY *THIRTY TWO THOUSAND, SEVEN HUNDRED AND 00/100 DOLLARS*

TO THE ORDER OF

City of Boynton Beach

DATE 05/22/15

10992

AMOUNT ****$32,700.00

MURAI WALD BIONDO MORENO & PEGG, P.A.

BY

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈010992⑈ ⑆067009646⑆ 100000986 5⑈

MURAI WALD BIONDO MORENO & PEGG, P.A.
1200 PONCE DE LEON BLVD., CORAL GABLES, FLORIDA 33134

NUMBER 10992

CITBOYN City of Boynton Beach

10992

Voucher	Date	Invoice Description	Matter	Amount
86635	05/22/15	01706-120 Bond	Boynton Beach	32,700.00

05/22/15 Total Paid 32,700.00

MURAI WALD BIONDO MORENO & PEGG, P.A.
1200 PONCE DE LEON BLVD., CORAL GABLES, FLORIDA 33134

10992

CITBOYN City of Boynton Beach

10992

Voucher	Date	Invoice Description	Matter	Amount
86635	05/22/15	01706-120 Bond	Boynton Beach	32,700.00

05/22/15 Total Paid 32,700.00

RECEIVED
JUN 04 2015
FILE COPY
BUILDING DIVISION

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 706-327-9550

Safeguard LITHO USA SFSL1 CK7608111L

CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-003 - SECOND READING - Approve One Boynton (aka Las Ventanas) Rezoning (REZN 18-005) from MU-L (Mixed Use Low District) to MU-4 (Mixed Use 4 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 14.6 acre property. Applicant: City-initiated.

EXPLANATION OF REQUEST:
The subject property, developed in 2009 with the mixed use project Las Ventanas (recently renamed as One Boynton), is located in the Federal Highway South District as designated by the 2016 CRA Community Redevelopment Plan (the CRA Plan). The project's "built" density is approximately 38 dwelling units per acre (du/acre).
The request is City-initiated and represents the continuation of the "house cleaning" tasks following major changes to the City's future land use/zoning structure as part of the implementation of the CRA Plan. It seeks rezoning of the subject property consistent with the said new structure and with the Plan's site-specific recommendations.

The MU-4 zoning district requested for Las Ventanas was adopted into the LDRs on January 3, 2017, as a first step in implementation of the CRA Plan; it was applied immediately thereafter to the adjacent Riverwalk project ultimately approved for the southeast corner of US-1 and Woolbright Road.
The MU-4 district is conceived to be an important part in the overall strategy for increasing the development intensity in areas in and around downtown, including the "activity node" at the intersection of US-1 and Woolbright Road. *The CRA Plan recommends Mixed Use High future land use and MU-4 zoning for all four corners of this intersection.*
Finally, note that the Las Ventanas development carries the Mixed Use Low zoning district with the density cap of 40 du/acre; it is an "old" designation which has effectively been defunct since the 2004 code amendments.
The Planning & Development Board reviewed this request on February 27th and forwards it without a recommendation (the result of a failed motion to approve the item).

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There will be no impact on City's programs or services.

FISCAL IMPACT:
There will be no fiscal impact. The project is built out; expanding it to a higher density is not likely in the foreseeable future. The assessment of the property will not automatically increase.

ALTERNATIVES: Staff does not recommend any alternatives.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance rezoning One Boynton property
Staff Report	Staff Report
Location Map	Exhibit A. Location Map Aerial
Location Map	Exhibit B. Location Map Rezoning

ORDINANCE NO. 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS ONE BOYNTON FROM MIXED USE LOW DISTRICT (MU-L) TO MIXED USE 4 DISTRICT (MU-4); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

WHEREAS, the City of Boynton Beach has made application to rezone land, said land being more particularly described hereinafter, from Mixed Use Low District (MU-L) to Mixed Use 4 District (MU-4); and

WHEREAS, the City Commission conducted public hearings as required by law and heard testimony and received evidence which the Commission finds supports a rezoning for the property hereinafter described; and

WHEREAS, the City Commission deems it in the best interests of the inhabitants of said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The land herein described be and the same is hereby rezoned from Mixed Use Low District (MU-L) to Mixed Use 4 District (MU-4). A location map is attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Legal Description:

One Boynton (aka Las Ventanas)

All OF LAS VENTANAS, ACCORDING TO THE PLAT BOOK 110, PAGES 89 AND 90, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. This ordinance shall become effective immediately upon passage.

FIRST READING this _____ day of _____, 2018.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-068

STAFF REPORT

TO: Chair and Members
Planning and Development Board

THRU: Michael Rumpf
Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: February 1, 2018

PROJECT: One Boynton
(REZN 18-005)

REQUEST: Approve One Boynton (aka Las Ventanas) Rezoning (REZN 18-005) from MU-L (Mixed Use Low District) to MU-4 (Mixed Use 4 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 14.6 acre property. Applicant: City-initiated.

PROJECT DESCRIPTION

Property Owner: CH Realty VII-Psreg Boynton Beach Las Ventanas, LLC

Applicant: City-initiated

Location: Northwest corner of South Federay Highway and East Woolbright Road (Exhibit "A")

Existing Land Use/
Zoning: Mixed Use High (MXH)/ MU-L (Mixed Use Low District)

Proposed Land Use/
Zoning: Mixed Use High (MXH)/ MU-4 (Mixed Use 4 District)

Acreage: +/- 14.6 acres

Adjacent Uses:

North: To the northeast, developed commercial property classified Local Retail Commercial (LRC) and zoned C-3 Community Commercial, and

developed residential property classified and rezoned similarly. To the northwest, the right-of-way of SE 12th Avenue, then developed residential property classified Medium Density Residential (MeDR) and zoned R-2 Single and Two-Family Residential;

South: The right-of-way of Woolbright Road, then developed commercial property (Sunshine Square), classified Local Retail Commercial (LRC) and zoned C-3 Community Commercial;

East: The right-of-way of South Federal Highway, then to the southeast, developed commercial property (Shell Service Station), classified Local Retail Commercial (LRC) and zoned C-3 Community Commercial; to the northeast, developed condominiums of Bermuda Cay and Snug Harbor, classified High Density Residential (HDR) and zoned R-3 Multi-Family Residential; and

West: The right-of-way of the Florida East Coast (FEC) railroad, then developed property classified Industrial (I) and zoned M-1 Industrial.

BACKGROUND AND PROCESS

The subject property, developed in 2009 with a mixed use project Las Ventanas (recently renamed as One Boynton), is located in the Federal Highway South District as designated by the 2016 CRA Community Redevelopment Plan (the CRA Plan). The project's "built" density is approximately 38 dwelling units per acre (du/acre).

The request is city-initiated, consistent with the procedural provisions of the Land Development Regulations (LDRs). Since 2015, LDRs allow the City to proactively initiate and process future land use reclassification and rezoning to planned zoning districts for selected sites—if recommended by a significant planning document(s)—without a concurrent review of a master plan.

The request meets the latter condition as it will implement the recommendation of the CRA Plan. It explicitly meets criterion "b"—consistency with redevelopment plans—of the criteria for review of Comprehensive Plan Map amendments and rezonings listed in the LDR, Chapter 2, Article II. Meeting criterion "b" is the minimum requirement for city-initiated applications.

Lastly, the request represents the continuation of the "house cleaning" tasks following major changes to the City's future land use/zoning structure as part of the implementation of the CRA Plan. Another, similar city-initiated application—seeking rezoning of properties consistent with the said new structure and with the site-specific recommendations of the CRA Plan—is being processed concurrently.

EXPLANATION

This request, if approved, would constitute the final action to bringing the subject property in line with the recommendations of the CRA Plan.

The previous actions executing the said recommendations and affecting the property included:

- The July 18, 2017 adoption by the City Commission of the Comprehensive Plan text/ Future Land Use (FLU) map amendment package which implemented the modified FLU structure recommended by the CRA Plan. The package included the FLU map amendment reclassifying the subject property from its previous Mixed Use (MX) category, which the Plan eliminated, to the Mixed Use High (MXH) category, per the area-specific FLU recommendations of the Plan.

- The subsequent adoption, on September 19, 2017, of amendments to the Land Development Regulations (LDRs), codifying the new structure of the FLU categories and implementing the corresponding changes to zoning designations as recommended by the CRA Plan. The changes included reconfiguration of the FLU classification/zoning district scheme, establishment of new districts, redefining the maximum densities of some districts and minor changes to the district titles for consistency within the system.

The MU-4 zoning district requested for Las Ventanas was actually adopted into the LDRs prior to the latter action, on January 3, 2017, as a first step in implementation of the CRA Plan; it was applied immediately thereafter to the property of the new Riverwalk project located on the southeast corner of US-1 and Woolbright Road.

The MU-4 district—at 60 du/acre the second most intensive zoning district after the Mixed Use Core (MXC) with the maximum density of 80 du/acre—is conceived to be an important part in the overall strategy for increasing the development intensity in areas in and around downtown, including the "activity node" at the intersection of US-1 and Woolbright Road. *The CRA Plan recommends Mixed Use High future land use and MU-4 zoning for all four corners of this intersection.*

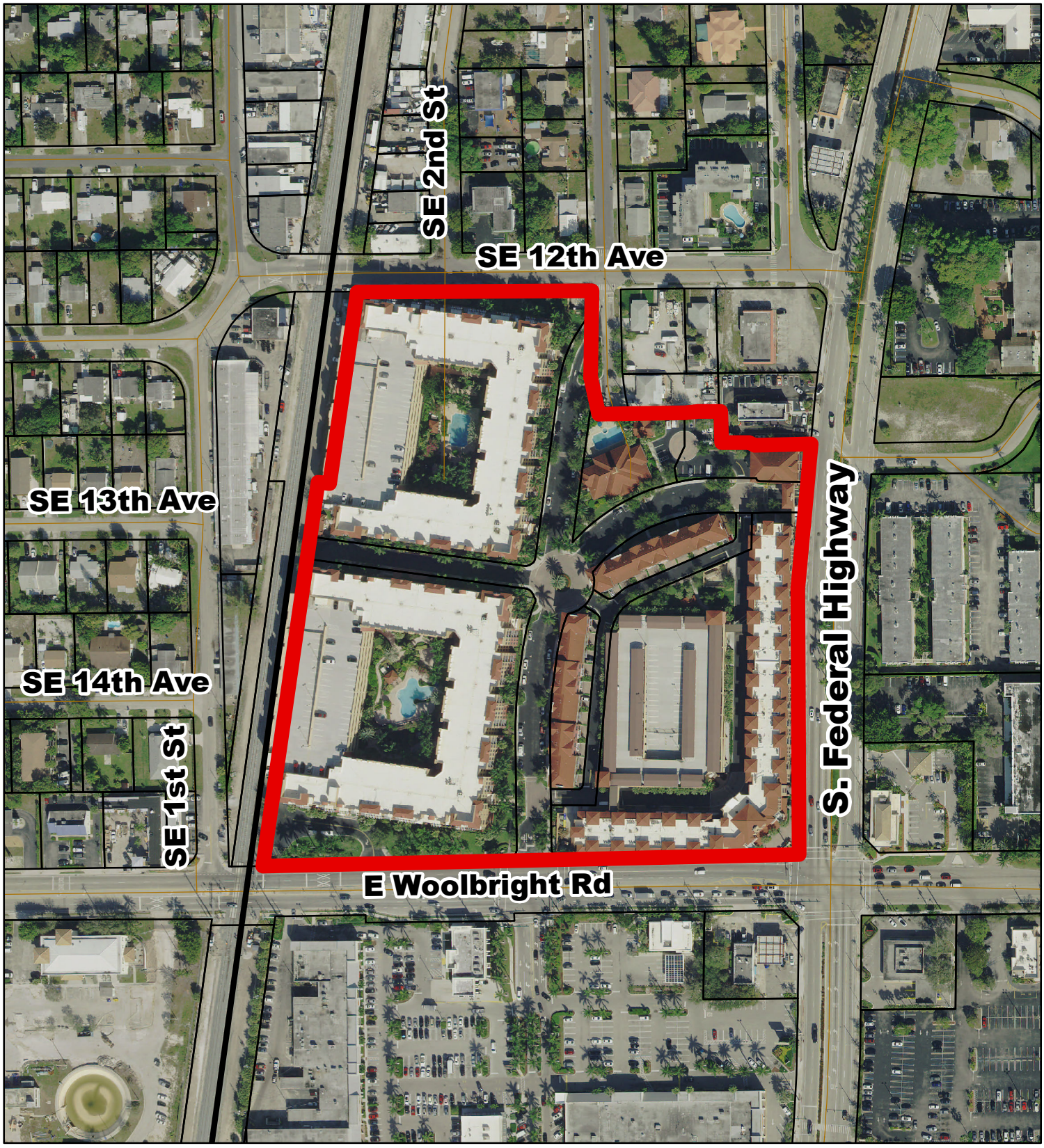
Finally, note that the Las Ventanas development carries the Mixed Use Low zoning with the density cap of 40 du/acre; it is an "old" designation which has effectively been defunct since the 2004 code amendments.

CONCLUSION/RECOMMENDATION

As indicated herein, the proposed rezoning finalizes the implementation of the recommendation of the CRA Community Redevelopment Plan for the Las Ventanas property. Therefore, staff recommends that the subject request be approved.

S:\Planning\SHARED\WP\PROJECTS\CRA Plan_Rezonings_HouseCleaning\Las Ventanas 18-005\REZN 18-005 One Boynton Staff Report.doc

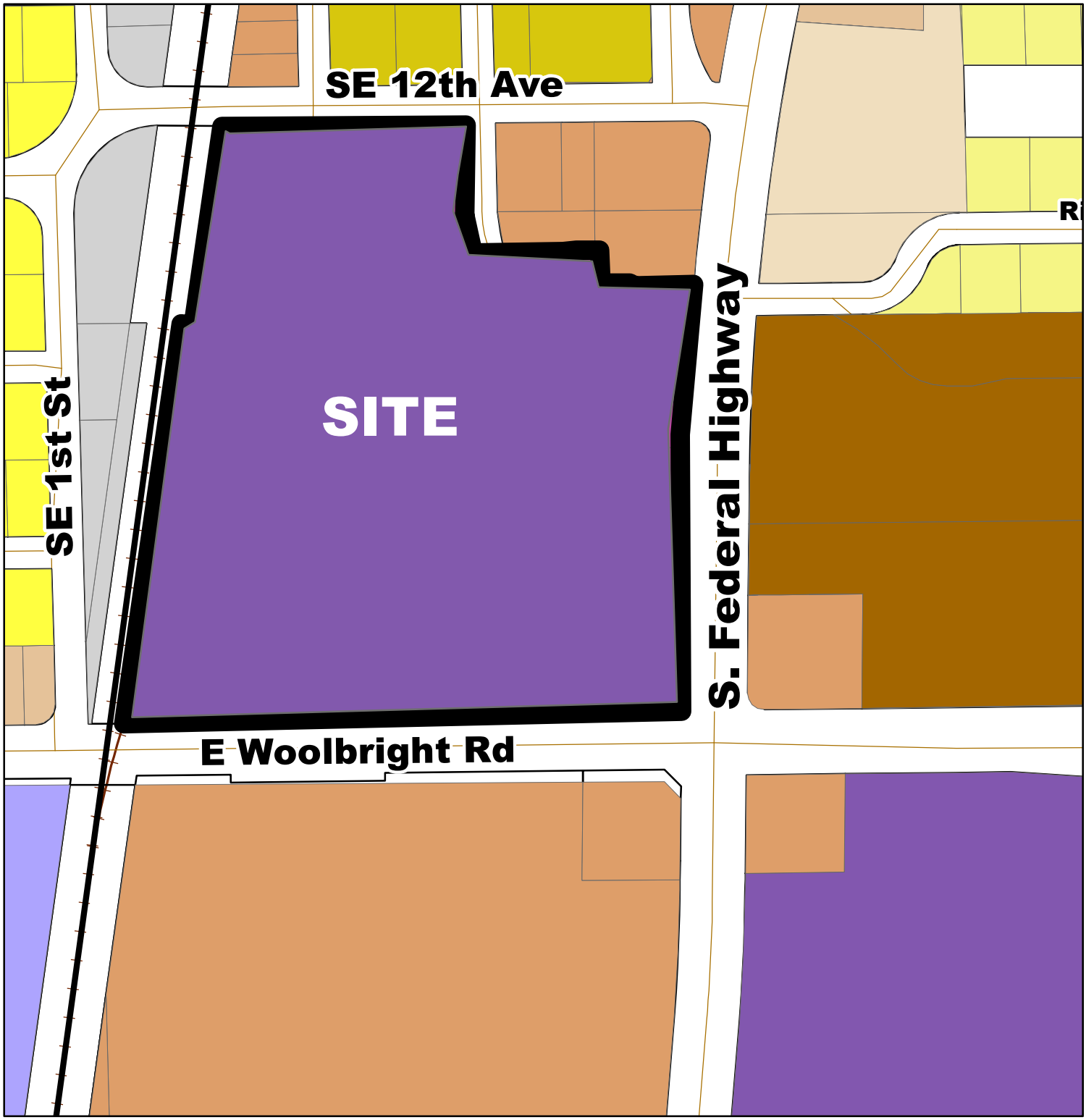
LOCATION MAP



N

0 3060 120 180 240 Feet

LOCATION MAP (REZONING 18-005)



LEGEND:

- R1A Single Family, 6 du/ac
- R2 Duplex, 10 du/ac
- R3 Multi Family, 11 du/ac
- C1 Office Professional
- C2 Neighborhood Commercial
- C3 Community Commercial
- MU-4 Mixed Use 4, 60 du/ac

0 3060 120 180 240 Feet

N

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 18-004 - SECOND READING - Approve Timeless Life Care and 601 S. Federal Mixed Use rezoning (REZN 18-006) from MU-L2 (Mixed Use Low 2 District) to MU-2 (Mixed Use 2 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 2.41 acre area. Applicant: City-initiated.

EXPLANATION OF REQUEST:
The area subject to the proposed rezoning is located in the Downtown District as designated by the 2016 CRA Community Redevelopment Plan (the CRA Plan); it consists of three (3) contiguous properties. On the southern property, the assisted living facility Timeless Life Care is currently under construction. The two properties on the north side were approved in 2016 for a mixed use project with a 28-unit residential building and an 11,000 square foot medical/professional office building.

The request is city-initiated and represents the continuation of "house cleaning" tasks following major changes to the City's future land use/zoning structure as part of the implementation of the CRA Plan. It seeks rezoning of the subject lands consistent with the said new structure and with the Plan's site-specific recommendations.

The "new" Mixed Use Medium future land use classification now on the properties allows a maximum density of 50 dwelling units per acre (du/ac); its two corresponding zoning designations, MU-2 and MU-3, have the respective maximum densities of 40 and 50 du/ac. The proposed MU-2 zoning district, essentially the same as the phased-out MU-L2 designation, nevertheless allows for a significantly higher maximum density (40 versus 30 du/ac). Since the new zoning structure does not include a district with the same density cap, MU-2 is the appropriate choice, consistent with the recommendations of the CRA Plan.

Note the CRA Plan recommendation of Mixed Use Medium (MXM) future land use extends further north of the subject properties, from SE 5th Avenue to SE 2nd Avenue. For future redevelopment projects in this area, staff is likely to support the MU-3 zoning designation due to the proximity of the core of the downtown, where the highest intensity future land use category—Mix Use High (MXH)—is recommended.

The Planning and Development Board forwarded this item with a recommendation of approval on February 27, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No impact on City's programs or services.

FISCAL IMPACT: No fiscal impact unless modifications to the approved site plans are requested. The assessment of the properties will not automatically increase.

ALTERNATIVES: Staff recommends no alternatives.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance rezoning Timeless Life Center and 601 S Federal
Staff Report	Staff Report
Location Map	Exhibit A. Location Map Aerial
Location Map	Exhibit B. Location Map Rezoning

ORDINANCE NO. 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS TIMELESS LIFE CARE AND 601 S. FEDERAL HIGHWAY FROM MIXED USE LOW INTENSITY 2 DISTRICT (MU-L2) TO MIXED USE 2 DISTRICT (MU-2); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

WHEREAS, the City of Boynton Beach has made application to rezone land, said land being more particularly described hereinafter, from Mixed Use Low Intensity 2 District (MU-L2) to Mixed Use 2 District (MU-2); and

WHEREAS, the City Commission conducted public hearings as required by law and heard testimony and received evidence which the Commission finds supports a rezoning for the property hereinafter described; and

WHEREAS, the City Commission deems it in the best interests of the inhabitants of said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. The land herein described be and the same is hereby rezoned from Mixed Use Low Intensity 2 District (MU-L2) to Mixed Use 2 District (MU-2). A location map is attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Legal

Description:

601 South Federal Highway Mixed Use

LOTS 1, 2, 3 AND 4, BLOCK C OF PENCE SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE EAST 13 FEET OF LOTS 1 AND 4 FOR RIGHT OF WAY STATE ROAD NO. 5 (US NO. 1) AS SHOWN IN ROAD PLAT BOOK 3 ON PAGE 11.

Timeless Life Care

LOTS 5, 6, 7 AND 8, LESS THAT PORTION OF LOTS 7 AND 8, CONVEYED TO THE STATE OF FLORIDA FOR ROAD RIGHT OF WAY IN OFFICIAL RECORDS BOOK 123, PAGE 263, AND OFFICIAL RECORDS BOOK 615, PAGE 479, BLOCK C, PENCE SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 33, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. This ordinance shall become effective immediately upon passage.

FIRST READING this _____ day of _____, 2018.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-069

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Michael Rumpf Planning and Zoning Director
FROM:	Hanna Matras, Senior Planner
DATE:	February 1, 2018
PROJECT:	Timeless Life Care and 601 S. Federal Mixed Use (REZN 18-006)
REQUEST:	Approve Timeless Life Care and 601 S. Federal Mixed Use rezoning (REZN 18-006) from MU-L2 (Mixed Use Low 2 District) to MU-2 (Mixed Use 2 District) to complete implementation of the CRA Community Redevelopment Plan's recommendation for the subject 2.41 acre area. Applicant: City-initiated.

PROJECT DESCRIPTION

Property Owners:	Timeless Life Care: Club at Boynton Beach LLC 601 S. Federal Mixed Use: Exsorro One, Inc.
Applicant:	City-initiated
Location:	601 and 623 South Federal Highway, and 606 SE 4th Street (Exhibit "A")
Existing Land Use/ Zoning:	Mixed Use Medium (MXM))/ MU-L2 (Mixed Use-Low Intensity 2 District)
Proposed Land Use/ Zoning:	Mixed Use Medium (MXM))/ MU-2 (Mixed Use 2 District)
Acreage:	+/- 2.41 acres

Adjacent Uses:

North: Right-of-way for SE 5th Avenue; farther north a developed commercial property (offices) and two undeveloped parcels, all classified Local Retail Commercial (LRC) and zoned C-3 (Community Commercial);

South: Developed commercial properties classified Local Retail Commercial (LRC) land use and zoned C-3 (Community Commercial);

East: Right-of-way for South Federal Highway; further east, developed multi-family community (Sterling Village) classified Medium Density Residential (HDR) land use and zoned Multi-family Residential (R-3);

West: Right-of-way for SE 4th Street; farther west a City park (Pence Park) classified Recreational (R) land use and zoned Recreation (REC).

BACKGROUND AND PROCESS

The area subject to the proposed rezoning is located in the Downtown District as designated by the 2016 CRA Community Redevelopment Plan (the CRA Plan); it consists of three (3) contiguous properties. On the southern property, the assisted living facility Timeless Life Care is currently under construction. The two properties on the north side were approved in 2016 for a mixed use project with a 28-unit residential building and medical/professional office building.

The subject request is city-initiated and consistent with the procedural provisions of the Land Development Regulations (LDRs). Since 2015, the LDRs have allowed the City to proactively initiate and process future land use reclassification and rezoning to planned zoning districts for selected sites—if recommended by a significant planning document(s)—without a concurrent review of a master plan.

This request meets the latter condition as it will implement a recommendation of the CRA Plan. It explicitly meets criterion “b”—consistency with redevelopment plans—of the criteria for review of Comprehensive Plan Map amendments and rezonings listed in the LDR, Chapter 2, Article II. Meeting criterion “b” is the minimum requirement for city-initiated applications.

Lastly, the request represents the continuation of “house cleaning” tasks following major changes to the City’s future land use/zoning structure as part of the implementation of the CRA Plan. Another similar city-initiated application—seeking rezoning for properties in consistency with the said new structure and with the site-specific recommendations of

the CRA Plan—is being processed concurrently.

EXPLANATION

This request, if approved, would constitute the final action to bringing the subject properties in line with the recommendations of the CRA Plan.

The previous actions executing said recommendations and affecting the property included:

- The July 18, 2017 adoption of the Comprehensive Plan text/ Future Land Use (FLU) map amendment package which implemented the modified FLU structure recommended by the CRA Plan. The package included the FLU map amendment reclassifying the subject properties from their previous Mixed Use (MX) category, which the Plan eliminated, to the Mixed Use Medium (MXM) category, per the area-specific FLU recommendations of the CRA Plan.

- The subsequent adoption, on September 19, 2017, of amendments to the Land Development Regulations (LDRs), codifying the new structure of the FLU categories and implementing the corresponding changes to zoning designations as recommended by the CRA Plan. The changes included reconfiguration of the FLU classification/zoning district scheme, establishment of new districts, redefining the maximum densities of some districts and minor changes to district titles for consistency within the system.

The Mixed Use Medium future land use classification of the properties allows a maximum density of 50 dwelling units per acre (du/ac); its two corresponding zoning designations, MU-2 and MU-3, have the respective maximum densities of 40 and 50 du/ac. The current MU-L2 zoning—with a maximum density of 30 du/ac—is part of the "old" structure and as such is being phased out.

The proposed MU-2 zoning district, essentially the same as MU-L2, nevertheless allows for a significantly higher maximum density than the existing designation (40 versus 30 du/ac). Since the new zoning structure does not include a district with the same density cap, MU-2 is the appropriate choice, consistent with the recommendations of the CRA Plan.

Note the CRA Plan's recommendation of Mixed Use Medium (MXM) future land use extends further north of the subject properties, from SE 5th Avenue to SE 2nd Avenue. For future redevelopment projects in this area, staff is likely to support the MU-3 zoning designation due to the proximity of the core of the downtown, where the highest intensity future land use category—Mix Use High (MXH)—is recommended.

CONCLUSION/RECOMMENDATION

As indicated herein, the proposed rezoning finalizes the implementation of the recommendation of the CRA Community Redevelopment Plan for the subject area. Therefore, staff recommends that the subject request be approved.

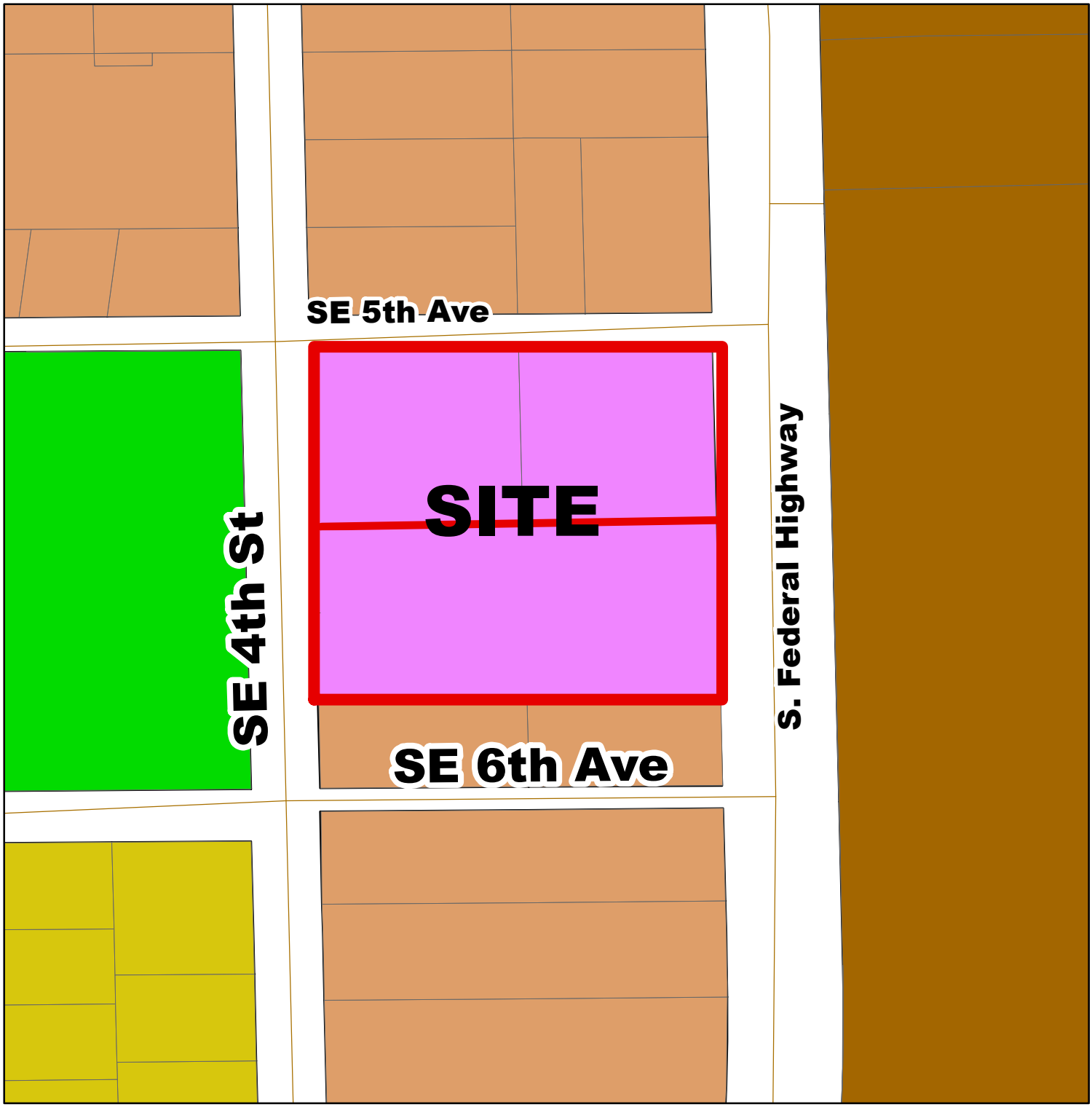
S:\Planning\SHARED\WP\PROJECTS\CRA Plan_Rezonings_HouseCleaning\Timeless Life Care PLUS 18-006\REZN 18-006 Timeless Life Care and 601 SF Mixed Use Staff Report.doc

LOCATION MAP

N

0 15 30 60 90 120
Feet

LOCATION MAP (Rezoning 18-006)



LEGEND

- R2 Duplex, 10 du/ac
- R3 Multi Family, 11 du/ac
- C3 Community Commercial
- MU-2 Mixed Use 2, 40 du/ac
- REC Recreation

0 15 30 60 90 120 Feet

N

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-005 - FIRST READING - Approve Telecommunications in Public Rights-of-Way (CDRV 18-001) - Amending Part II Code of Ordinances Chapter 25.1 Communications Facilities in Right-of-Way and Part III Land Development Regulations Chapter 3. Article V. Section 12. Amateur Radio and Television Antennas and Section 13. Wireless Communications Facilities (WCF) for consistency with FCC requirements and with the State's Advanced Wireless Infrastructure Deployment Act. City-initiated.

EXPLANATION OF REQUEST:
The Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations applicable to communications facilities in the public rights-of-way. The proposed amendments are to Chapter 25.1 of Part II of the Code of Ordinances, and Chapter 3 of Part III. Land Development Regulations to implement the new regulations of the Act.

The proposed code revisions establish uniform standards and guidelines for the siting, design, and permitting of communication towers, communication antennas, and wireless communication facilities sited within public rights-of-way, and establish review procedures to ensure that applications for same are acted upon consistent with state and federal laws. The recommended amendments also seek to minimize visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility.

Lastly, the proposed amendments include changes to Section 12 of Chapter 3 to insert provisions for amateur radio towers and antennas to ensure compliance with requirements and restrictions of the Federal Communications Commission (FCC).

A summary of the proposed amendments to the Land Development Regulations is as follows:

Section 12 - Amateur Radio and Television Antennas

- Update code terminology consistent with the industry;
- Allow Amateur Radio/CB antennas as accessory only in conjunction with a single-family use;
- Simplify / clarify height standards for Citizens Band and TV towers by including only one standard for both freestanding and mounted towers, and maintaining maximum height as a factor of roof height (maximum of 15 feet higher than the roof (peak) height up to 40 feet);
- Insert provisions for reasonable accommodation for HAM tower applications that fail to satisfy the development standards, in compliance with FCC requirements;
- Maintaining setbacks for amateur radio/CB antenna support structures consistent with the structure setbacks in the zoning district, and establish a minimum setback from easements of 10 feet;
- Exempt TV satellite dishes 40 inches or less in diameter from the location, height, setbacks and screening requirements applicable to the single-family residential districts; and
- Clarify requirements (process, number, location, setbacks, screening, and height) for single-family/duplex districts, multi-family residential district, and non-residential and mixed use zoning districts.

Section 13 - Wireless Communications Facilities (WCF)

- Reference WCF in public rights-of-way are subject to regulations of Part II Chapter 25.1;
- Revise non-concealed attached WCF to be on poles a minimum of 50 feet in height located on publicly or privately owned lots (not in rights-of-way);
- Update tables to prohibit non-concealed attached WCF in residential zoning districts; and,
- Update tables to add the recently approved new MU-4 zoning district.

To prepare timely in anticipation of applications for such towers in the public rights-of-way, the processing of this item is following what staff refers to as the expedited process, whereby the item is forwarded to the City Commission at the first Commission meeting of the month following Board review.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES:
None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance Part II Ch 25.1 and Part III Section 12 and 13
Attachment	Attachment A - Amendment to Part II Chapter 25.1
Amendment	Attachment B - Prop Amendments to LDR - Ch 3, Art. V, Sect. 12
Amendment	Attachment C - Prop Amendments to LDR - Ch 3. Art. V, Sect. 13
Staff Report	Staff Report

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 25.1, OF THE CITY CODE REGARDING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; IMPLEMENTING THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; MAKING FACTUAL AND LEGISLATIVE FINDINGS; ADOPTING AND AMENDING CITY REGULATIONS RELATED TO, WITHOUT LIMITATION, PLACEMENT, MAINTENANCE, AND REPLACEMENT OF WIRELESS AND OTHER COMMUNICATIONS FACILITIES IN THE CITY'S RIGHTS-OF-WAY, COLLOCATION OF SMALL WIRELESS FACILITIES ON EXISTING UTILITY POLES, PLACEMENT OF NEW UTILITY POLES, INSURANCE AND SURETY BOND REQUIREMENTS, PERMITTING PROCEDURES AND REQUIREMENTS, APPEALS, SAFETY REQUIREMENTS, WAIVERS, REVIEW DEADLINES, DEFINITIONS, REGISTRATION OF COMMUNICATIONS SERVICE PROVIDERS, AND FEES; PROVIDING OBJECTIVE DESIGN STANDARDS; PROVIDING FOR CITY COMMISSION AUTHORITY, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted, and on June 23, 2017 the governor signed into law, effective July 1, 2017, the Advanced Wireless Infrastructure Deployment Act (the "Act"), codified at Florida Statutes § 337.401, which places certain limitations on local government authority to regulate wireless communications facilities within the public rights-of-way; and

WHEREAS, the Act provides at Florida Statutes § 337.401(7)(d) that, "Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities in the public rights-of-way;" and

WHEREAS, passage of the Act necessitates that the City amend the City Code in order to implement the Act, ensure that the City's regulations governing wireless communications facilities in the rights-of-way are consistent therewith, and to adopt new regulations as are consistent with the Act; and

WHEREAS, the Act at Florida. Statutes § 337.401(7)(b)2. authorizes local governments to adopt various types of regulations governing wireless facilities in the rights-of-way, including but not limited to "objective design standards" that may require wireless facilities to "meet reasonable location context, color, stealth, and concealment requirements," and "reasonable spacing and location requirements concerning the location of ground-mounted equipment"; (aesthetics, landscaping, land use based location priorities, structural design, and setbacks).

WHEREAS, the Act substantially preserves local government authority to regulate the installation of new utility poles in the public rights-of-way, providing at Florida Statutes § 337.401(7)(d)6. that, "Except as provided in subparagraphs 4 and 5, the installation of a utility pole in the public rights-of-way designed to support a small wireless facility shall be subject to authority rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection"; and

WHEREAS, the Act at Florida Statutes § 337.401(7)(b)5. does not apply to wireless facilities on rights-of- way under the jurisdiction and control of the Florida Department of Transportation; and

WHEREAS, the Act at Florida Statutes § 337.401(7)(k) does not authorize wireless facilities on rights-of- way in historic areas designated by the state or local government, and "does not limit a local government's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. § 332(c)(7), the requirement for facility modifications under 47 U.S.C. § 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws"; and

WHEREAS, the Act authorizes a municipality to adopt by ordinance reasonable and nondiscriminatory provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, authority liability, or authority warranties; and

WHEREAS, the Florida Supreme Court held unanimously in *City of Hollywood v. Mulligan,* 934 So. 2d 1238, 1243 (Fla. 2006), that Article VIII, section 2(b) of the Florida Constitution and the Home Rule Powers Act, Florida Statutes § 166.021(3)(c), grant municipalities "broad authority to enact ordinances under its municipal home rule powers" and that "[u]nder its broad home rule powers, a municipality may legislate concurrently with the Legislature on any subject which has not been expressly preempted to the State"; and

WHEREAS, the Florida Supreme Court recognized on June 22, 2017, in *D 'Agastino v. City of Miami* (No. SC16-645), that "a finding of express preemption-that the Legislature has specifically expressed its intent to preempt a subject through an explicit statement-is a very high threshold to meet" and that "implied preemption involving a municipality's home rule powers may be disfavored"; and

WHEREAS, the *D 'Agastino* Court held that one "must be careful and mindful in attempting to impute intent to the Legislature to preclude a local elected governing body from exercising its home rule powers," with Justice Pariente correctly explaining that "implied preemption should be construed narrowly to comport with the Home Rule Powers Act and the Florida Constitution"; and

WHEREAS, the Federal Telecommunications Act, 47 U.S.C. § 332(c)(7)(A) preserves local zoning authority with respect to "decisions regarding the placement, construction, and modification of wireless service facilities"; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in regulating the siting of communication towers, communication antennas, and wireless communication facilities to promote the public health, safety, aesthetics, and general welfare; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in protecting residential areas and land uses from potential adverse impacts of communication towers, communication antennas, and wireless communication facilities; and

WHEREAS, such public interest extends to protecting, preserving and maintaining the health, safety and welfare of the users of the public rights-of-way, while also protecting, preserving and maintaining the aesthetic character of areas where such rights- of-way exist; and

WHEREAS, the City of Boynton Beach desires to avoid potential damage to adjacent properties from tower or wireless communication facility failure through engineering and careful siting; and

WHEREAS, the City finds that this Ordinance will advance the public health, safety, and welfare, and help to preserve the unique and extraordinary aesthetic qualities of the City, all within the bounds of the Act and other state and federal laws governing communications facilities.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA that the Boynton Beach Code of Ordinances is hereby amended as follows:

PART II. CODE OF ORDINANCES CHAPTER 25.1 - COMMUNICATIONS RIGHTS-OF-WAY

AND

PART III. LAND DEVELOPMENT REGULATIONS CHAPTER 3. ZONING, ARTICLE V. SUPPLEMENTAL REGULATIONS, SECTION 12. SATELLITE EARTH STATIONS AND ANTENNAS and SECTION 13. WIRELESS COMMUNICATION FACILITIES (WCF).

SECTION 1. <u>Recitals</u>. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. <u>Amendment of City Code</u>. Chapter 25.1, of Part II and Chapter 3. Article V. Sections 12 - 13 of Part III of the City Code of Ordinances attached to this Ordinance are hereby amended as follows (words that are stricken out are deletions; words that are underlined are additions).

SECTION 3. Codification and Reservation of Rights. This Ordinance shall be incorporated into the Boynton Beach City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made. Adoption and codification of this ordinance does not waive the city's right to contest or otherwise challenge the constitutionality validity, enforceability, and effectiveness of the Act or any part thereof and the city hereby reserves the right to contest and otherwise challenge the Act.

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

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Boynton Beach, Florida, and shall apply to all existing and future applications for permits.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

PART II. CODE OF ORDINANCES CHAPTER 25.1 - COMMUNICATIONS RIGHTS-OF-WAY

Sec. 25.1-1 Title.

This Chapter shall be known and may be cited as the City of Boynton Beach Communications Facilities in Public Rights-of Way Ordinance. (Ord. No. 01-29, § 3, 7-3-01)

Sec. 25.1-2. Intent and Purpose; Applicability to State-controlled Rights-of-Way.

(1) Intent and purpose. It is the intent of the city to promote the public health, safety and general welfare by: (a) providing for the placement or maintenance of communications facilities in the public rights-of-way within the city; (b) adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including Florida Statutes § 337.401 as ~~it may be~~ amended by the Advanced Wireless Deployment Act, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; (c) establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; (d) protecting the city's unique and extraordinary aesthetic qualities; and (e) minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws. (Ord. No. 01-29, § 4,7-3-01)

(2) State-controlled rights-of-way. This chapter shall apply to wireless and communications facilities in public rights-of-way under the control and jurisdiction of the city. This article shall also apply to wireless and communications facilities in public rights-of-way under the control and jurisdiction of the Florida Department of Transportation, provided that the City is authorized to apply this article under a permit-delegation agreement between the city and Department in accordance with F.S. § 337.401(1)(a), or as otherwise provided by law.

Sec. 25.1-3. Definitions.

(1) Generally. For purposes of this chapter, the following terms, phrases, words and their abbreviations and derivations shall have the meaning given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; and the masculine gender includes the feminine gender. “And” and “or” may be read conjunctively or disjunctively. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated, words not defined in this chapter shall be given the meaning set forth in Title 47 of the United States Code, and, if not defined therein, their common and ordinary meaning. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

(2) Definitions:

Abandonment shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. For example, cessation of all use of a cable

within a conduit, where the conduit continues to be used, shall not be *Abandonment* of a facility in public rights-of-way.

Antenna means any transmitting or receiving device mounted on, within, or incorporated into a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this , the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization and the Florida Building Code and the Florida Fire Prevention Code and or local amendments to those codes enacted to address building, accessibility and fire code standards and threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements. The term also includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment.

Applicant means the person registering and applying to locate wireless facilities in the right-of-way of the city and includes the applicant's successors-in-interest and anyone owning and maintaining the wireless facilities.

Application means a request submitted by an application to an authority for a permit to place or co-locate wireless facilities.

Authority means a county or municipality having jurisdiction and control of the public rights-of-way of any public road.

City shall mean the City of Boynton Beach, Florida. Where appropriate, the word "City" may refer to the City Commission or the relevant City officer or Board considering an application under this chapter.

City-owned real property means real property to which the city holds title, easement, or a leasehold interest, but does not include the public rights-of-way.

City-owned facility or *city-owned structure* means any facility, structure or infrastructure to which the city holds title, easement, or a leasehold interest, including, but not limited to, communications facilities, utility poles, towers, buildings, and communications infrastructure, regardless of whether located within or outside the public rights-of-way.

Cluttered shall mean placement in a confused, disordered, disorganized, or jumbled or crowded state, which can occur when too much is located in too small of an area given the reasonable location context.

Collocation means the placement on or within an existing structure of a second or subsequent antenna. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the placement,

location or operation of the second or subsequent antenna to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Communications Services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this chapter, *cable service*, as defined in Florida Statutes § 202.11(2), as it may be amended, is not included in the definition of *Communications Services* and cable service providers or providers of service via an open video system may be subject to other ordinances of the city.

Communications Services Provider shall mean any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. *Communications Services Provider* shall also include any person, including a municipality or county, that places or maintains a communications facility in public rights-of-way but does not provide communications services.

Communications Facility(ies) or Facility or S*ystem(s)* shall mean any permanent or temporary physical plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services. The term includes wireless facilities.

Communications tower or *tower* means a building-mounted or ground-mounted tower, pole-type, lattice or other structure that has the sole or primary purpose of supporting communication (transmission and/or receiving) equipment for telephone, radio, television, microwave, cellular and/or similar other communication purposes. Towers may include self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

Concealed means a tower, ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

Distributed Antenna System or DAS is a network of spatially separated antenna modes connected to a common source within a geographic area or structure. A DAS is a Wireless Communication Facility.

FCC shall mean the Federal Communications Commission.

In Public Rights-of-Way or *in the Public Rights-of-Way* shall mean in, on, over, under or across the public rights-of-way.

Maintain shall mean to exercise physical control over a wireless facility in the public rights-of-way, including ownership or the right to maintain and repair. A person providing service only through resale or only through use of a third party's unbundled network elements is not "maintaining" the wireless facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "maintaining" facilities in the public rights-of-way.

Micro wireless facility means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Ordinance shall mean this Ordinance.

Pass-through provider means any person who, upon registering with the city, places or maintains a communications facility in the city's rights-of-way and that does not remit communications service taxes as imposed by the city pursuant to Florida Statutes Ch. 202.

Permit means the public rights-of-way permit that must be obtained before a person may construct in the public rights-of-way and shall include, but not be limited to, the City's public rights-of-way engineering and construction permits issued by the City Engineer or his or her designee.

Person shall include any individual, child, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

Place or maintain or *placement or maintenance* or *placing or maintaining* shall mean to erect, construct, install, maintain, grade, excavate, place, repair, extend, replace, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is *placing or maintaining* the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not *placing or maintaining* the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute *placing or maintaining* facilities in the public rights-of-way.

Pole Attachment means any attachment of a wireless facility by a wireless provider to an existing utility pole or structure utilized for electric, telephone, cable television, street lights, or other lighting, and other utilities.

Public Rights-of-Way shall mean a public right-of-way, public utility easement, public highway, street, lane, bridge, sidewalk, road, waterway, tunnel, alley, or similar property regardless of which governmental entity has jurisdiction and control over such for which the city is the authority that has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the city holds a property interest therein. *Public Rights-of-Way* shall not include private property. *Public Rights-of-Way* shall not include any real or personal city property except as described above and shall not include city buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way. No reference herein, or in any permit, to public rights-of-way shall be deemed to be a representation or guarantee by the city that its interest o9r other right to control the use of such

property is sufficient to permit its use for such purposes, and a registrant shall be deemed to gain only those rights to use as are properly in the city and as the city may have the undisputed right and power to give.

Registrant shall mean a communications services provider or other person that has registered with the city in accordance with the provisions of this chapter.

Registration or R*egister* shall mean the process described in this chapter whereby a communications services provider provides certain information to the city.

Small wireless facility or *small wireless facilities* means a wireless facility that meets the following qualifications:

(a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

(b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Stealth design means a method of camouflaging any tower, antenna, wireless facilities, or other ancillary supporting communications facility, including, but not limited to, supporting electrical, optical, or mechanical, or other equipment, which enhances compatibility with adjacent land uses and which is visually and aurally unobtrusive. Stealth design may include a repurposed structure.

Utility pole means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, street lights or other lighting, cable television, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such.

Wireless facility or *wireless facilities* means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, distributed antenna systems ("DAS"), wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities and micro wireless facilities. The term does not include:

(a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;

(b) Wireline backhaul facilities; or

(c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

Sec. 25.1-4. Registration for Placing or Maintaining Communications Facilities in Public Rights-of-Way.

(1) A communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall first register with the city in accordance with this chapter. Subject to the terms and conditions prescribed in this chapter, a registrant may place or maintain a communication facility in public rights-of-way. A communications services provider with an existing communications facility in the public rights-of-way of the city as of the effective date of this ordinance shall comply with this chapter within sixty (60) days from the effective date of this chapter, including, but not limited to, registration, or be in violation thereof.

(2) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Registration under this chapter governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another person's facilities. Registration does not excuse a communications services provider from complying with all applicable city ordinances, codes or regulations, or submitting right-of-way permit applications, including this chapter.

(3) Each communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall file a single registration with the city which shall include the following information:

(a) Name of the applicant;

(b) Name, address, email address, and telephone number of the applicant's primary contact person in connection with the registration, and the person to contact in case of an emergency;

(c) For registrations submitted prior to October 1, 2001, the applicant shall state whether it provides local service or toll service or both;

(d) Evidence of the insurance coverage required under this chapter and acknowledgement that registrant has received and reviewed a copy of this chapter, which acknowledgment shall not be deemed an agreement;

(e) A copy of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any;

(f) For an applicant that does not provide a Florida Public Service Commission certificate of authorization number, if the applicant or registrant is a corporation or limited liability company, proof of authority to do business in the State of Florida, including the number of the certificate of incorporation;

(g) A security fund in accordance with this chapter.

(4) The Utilities and Engineering Departments shall review the information submitted by the applicant. If the applicant submits information in accordance with subsection (3) above, the registration shall be effective and the city shall notify the applicant of the effectiveness of registration in writing. If the city determines that the information has not been submitted in accordance with subsection (3) above, the city shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The city shall so reply to an applicant within thirty (30) days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section.

(5) *Cancellation of Registration*. A registrant may cancel a registration upon written notice to the city stating that it will no longer place or maintain any communications facilities in public rights-of- way within the city and will no longer need to obtain permits to perform work in public rights-of- way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(6) *Limited Rights conferred by Registration.* Registration shall not in itself establish any right to place or maintain or priority for the placement or maintenance of a communication facility in public rights-of-way within the city, but shall establish for the registrant a right to apply for a permit, if permitting is required by the city. Registrations are expressly subject to any future amendment to or replacement of this chapter and further subject to any additional city's ordinances, as well as any state or federal laws that may be enacted.

(7) A registrant shall renew its registration with the city by April 1 of even numbered years in accordance with the registration requirements in this chapter, ~~except that a registrant that initially registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew until the next even numbered year.~~ Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (3), except, as of October 1, 2001, subsection (3)(c), a registrant shall provide updated information to the city. If no information in the then- existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this chapter.

(8) In accordance with applicable city ordinances, codes or regulations and this chapter, a right-of-way utilization permit and a building permit shall be required of a communications services provider that desires to place or maintain a communication facility in public rights-of-way. An effective registration shall be a condition precedent to obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. Individual rights-of-way permits shall be obtained from the Department of Engineering on appropriate form currently in use.

~~(9) A registrant that places or maintains communications facilities in the public rights-of-way shall be required to pay compensation to the city as required by applicable law and ordinances of the city.~~
~~(Ord. No. 01-29, § 6, 7-3-01)~~

(9) City-owned Structures, Facilities, and Real Property. The city may construct or designate existing city-owned structures, facilities, and real property, within or outside the public rights-of-way, including any accompanying equipment or communications facilities necessary to provide communications services via such structures, facilities, or real property, for the purpose of housing privately or publicly owned antennas and other communications facilities, or to provide communications services to, or support the provision of communications services by, providers of communications services within the city. The city may allow the placement of an antenna or other communications facility upon a city owned structure or real property, or otherwise allow the use of city-owned facilities outside of the rights-of-way, upon such terms as the city may deem acceptable, in writing, and subject to such rental, use, utility, license, or other fees as may be consistent with the law and established by the city commission via resolution.

(a) In the interests of facilitating the safe, efficient, and aesthetically desirable use of the public rights-of-way, and to otherwise avoid the negative effects upon the public welfare of, and address safety concerns relating to, proliferation of structures within the rights-of-way, the city may offer to an applicant who wishes to install, construct, place, or maintain an antenna or other communications facility in the public rights-of-way, to place or co-locate such antenna or communications facility upon or within a city-owned structure outside of the rights-of-way where feasible. Such antenna or communications facility shall meet the requirements of this chapter.

(b) The city reserves and does not waive any right that the city may have in its capacity as a property owner or utility provider with respect to city-owned structures, facilities, and real property, and may exercise control over such to the extent not prohibited by law. When the city allows the placement of communications facilities upon, or the use of, city-owned structures, facilities, and real property, the city shall be deemed to be acting within its proprietary capacity or capacity as a utility provider, as appropriate and otherwise consistent with the law. The provisions of this article shall not limit the city's discretion with respect to the use, installation, construction, placement, or maintenance of city-owned structures, facilities, and real property.

Sec. 25.1-5. Transfer, Sale or Assignment of Assets in Public Rights-of-Way.

(1) If a registrant transfers, sells or assigns its assets, located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this chapter. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within twenty (20) days

after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in Section 25.1-~~2~~ 4 within sixty (60) days of the transfer, sale, or assignment.

(2) If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Engineering and Utilities Departments that the transferee, buyer or assignee is the new applicant.

(3) Any encumbrance on the communications facilities of the registrant in the public rights-of-way shall be subject and subordinate to the rights of the city under this chapter and applicable law.
(Ord. No. 01-29 § 7, 7-3-01)

Sec. 25.1-6. Placement or Maintenance of a Communication Facility in Public Rights-of-Way.

(1). *Prohibitions.*

(a) No wireless facilities or other communications facilities shall be installed in the City's rights-of-way without a right-of-way utilization permit.

(b) Wireless facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

(c) To comply with clear zone requirements, no wireless facilities or other communications facilities shall be closer than 8 feet from the street curb or edge of pavement if no curb is present.

(d) Wireless facilities are prohibited within the public rights-of-way of roadways and railways under the jurisdiction and control of the Florida Department of Transportation unless approved by the City.

(e) Wireless facilities are prohibited on utility poles owned by a municipal electric utility, utility poles owned by the city, and utility poles used to support municipally owned or operated electric distribution facilities, unless expressly permitted herein.

(f) Wireless facilities are prohibited on arms used to support or mount traffic control signals and warning signals and on arms attached to utility poles.

(g) Wireless facilities are prohibited in the rights-of-way of any geographic area approved as an historic district either by the city, the State of Florida, or listed on the National Register of Historic Places unless:

1. The city's Historic Preservation Board recommends approval of the method to deploy the wireless facilities in stealth so as not to detract from contributing historic structures and the ambiance of the district; and

2. The City accepts the recommendation and approves of the application.

(h) Wireless facilities are prohibited on utility poles or similar structures 15 feet or less in height unless incorporated into and hidden in the pole under a top mounted street light.

(i) Wireless facilities shall not interfere with electrical lines, cable lines, or their associated equipment. Wireless facilities shall be at least 20 feet away from energized electrical distribution lines. Wireless facilities may not be hung from energized lines or mounted on poles suspending energized lines or on poles to be removed in conjunction with any undergrounding of electric utilities.

(j) Wireless facilities may not block or interfere with the view of signs of commercial businesses or street signs.

(k) Wireless facilities shall not be suspended on cables strung between existing utility poles in the City.

(2) The applicant or applicant's successor must agree to remove the wireless facilities at any time if warranted by public health or safety as determined by the City.

(3) For the safety of electrical utility workers and members of the public:

(a) Wireless facilities collocated, if allowed, on the same utility pole as a street light shall be on the same disconnect as the street light;

(b) Wireless facilities shall be grounded and otherwise comply fully with all applicable electrical codes.

(c) Whenever conduit of the wireless facilities crosses telephone or electric power wires, wires shall cross and be maintained in accordance with the National Electrical Code, the National Electrical Safety Code and the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States in force at the time of the effective date of this article, and as amended.

(d) Wireless facilities shall comply with all applicable structural requirements with respect to wind speed under the Florida Building Code.

(4) *Grounds for denial.* The City may deny a proposed collocation of a small wireless facility in the public rights-of-way if the applicant fails to comply with any provision of this chapter or if the proposed collocation:

(a) Materially interferes with the safe operation of traffic control equipment;

(b) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes:

(c) Materially interferes with compliance with the Americans with Disabilities Act, or similar federal or state standards and regulations regarding pedestrian access or movement:

(d) Materially fails to comply with the most current edition of the Florida Department of Transportation Utility Accommodation Manual; or

(e) Fails to comply with applicable codes.

~~(1)~~(5) A registrant or applicant shall at all times comply with and abide by all applicable provisions of the state, federal and local law and city ordinances, codes and regulations in placing or maintaining a communication facility in public rights-of-way. The burden of proof shall at all times be on an applicant to establish compliance with requirements under this chapter and state and federal law.

~~(2)~~ (6) A registrant shall not place, commence to place or maintain a communication facility in public rights-of-way until all applicable permits, if any, have been issued by the city or other appropriate authority, except in the case of an emergency. No wireless facility shall operate unless the City has conducted a final inspection and issued a Certificate of Completion pursuant to the Florida Building Code as adopted and amended.

(a) The term "*emergency*" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service.

(b) Registrant shall provide prompt notice to the city of the placement or maintenance of a communication facility in public rights-of-way in the event of an emergency, and shall be required to apply for an after-the-fact permit within 30 days if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency.

(c) Registrant acknowledges that as a condition of granting such permits, the city may impose reasonable rules or regulations governing the placement or maintenance of a communication facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. ~~The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities that may otherwise require individual permits.~~

(d) Further, once the emergency is abated, the communications facility placed in the public right-of-way during the emergency shall be removed unless permitted without the emergency as a basis.

(7) *Application Review; Decisions; Time-frames; Permit Duration*

(a) *Notification of Completeness.* Within 14 days after receiving an application, the city shall determine and notify the applicant by electronic mail to the email address provided in the application as to whether the application is complete. If an application is deemed incomplete, the city shall specifically identify the missing information. An application is deemed complete if the city does not provide notification to the applicant within 14 days.

(b) *Application Review Period.* The city shall approve or deny an application within 60 days after receipt of the complete application, or it is deemed approved in accordance with F.S. § 337.401. If the city does not use the 30-day negotiation period provided in subparagraph (e), the parties may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.

(c) *Permit Duration.* A right-of-way utilization permit issued pursuant to an approved application shall remain in effect for one (1) year unless extended by the city.

(d) *Notification Procedure.*

(1) The city shall notify the applicant of approval or denial by electronic mail. The city shall approve a complete application unless it does not meet the applicable codes.

(2) If the application is denied, the city will specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the city denies the application.

(e) *Opportunity to Cure Deficiencies*. The applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after notice of the denial is sent to the applicant. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed. The city shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

(f) *Consolidated Applications*. An applicant may file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility and micro wireless facility collocations for which incomplete information has been received or which are denied.

(8) *Alternative Collocations.*

(a) If an applicant seeks to place a wireless facility upon a city utility pole or seeks to install a new utility pole, the city may, within 14 days after the date that a wireless facility application is filed, request that the proposed location of the wireless facility be moved to another location in the right-of-way and placed on an alternative utility pole or support structure or may place a new utility pole, including for aesthetic or public safety reasons, or a location outside the right-of-way on city-owned structures or property in accordance with Section 25.1-4 . The City may offer an alternative location in the right-of-way for a wireless facility for health, safety, general welfare, or aesthetic reasons.

(b) The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the city of such non-agreement and the city shall grant or deny the original application within 90 days after the date the application was filed.

(c). A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location shall be in writing and provided by electronic mail.

(9) *Application requirements.*

(a) Except as otherwise provided herein, a permit to construct or install wireless facilities or other communications facilities in the public rights-of-way shall not be granted except upon administrative review and approval pursuant to the requirements of this

chapter, as well as any applicable requirements of Chapter 3, Article V, Section 13 (Wireless Communication Facilities) of the City's Land Development Regulations.

~~(3)~~ (b) As part of any permit application to place a new or replace an existing communications facility in public rights-of-way, the registrant shall provide the following:

~~(a) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Florida Statutes § 471.003, identifying the location of the proposed facility, including a description of the facilities to be installed, where it is to be located, and the approximate size of facilities and equipment that will be located in public rights-of-way;~~

~~(17)~~(1) ~~A permit application to place a new or replace an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way.~~ Plans submittal. For each proposed wireless facility location, submit plans signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Florida Statutes § 471.003 showing:

a. The location of each proposed communications facility;

b. True-to-scale site plan depicting all physical improvements including property lines within a 40 foot radius;

c. A graphical depiction of each proposed communications facility to be installed;

d. The size of each proposed communications facility;

e. The specifications for each communications facility; and

f. Existing utilities in the immediate vicinity.

~~(17)~~ (2) The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city. The plans shall be in a digitized format showing the two-dimensional location of the facilities based on the city's geographical database, or other format acceptable to the city. The city shall maintain the confidentiality of such plans and any other information provided in accordance with Florida Statutes § 202.195, as it may be amended.

~~(17)~~(3) If the actual installation deviates or will deviate from the submitted plans due to unforeseen conditions or any other reason, the registrant shall promptly provide revised plans.

~~(b)~~(4) A description of the manner in which the communications facility will be installed (i.e. anticipated construction methods or techniques);

(5) A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility;

~~(c)~~(6) A ~~maintenance of~~ traffic plan for ~~any~~ maintenance of any disruption of the public rights-of-way;

~~(d)~~(7) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);

~~(e)~~(8) If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights-of-way;

~~(f)~~(9) The timetable for construction of the project or each phase thereof, and the areas of the city which will be affected;

(10) *Photographs and Graphic or Simulated Renderings.*

a. Photographs from four equally separated directions (north, south, east, and west) clearly showing the nature and location of the site where each wireless or other communications facility is proposed to be located;

b. Photographs showing the location and condition of properties adjacent to the site of each proposed wireless or other communications facility; and

c. True-to-scale graphic depictions or simulated renderings accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties from 4 equally separated directions (north, south, east, and west).

(11) Letter(s) of no conflict provided by other utilities having facilities located in the area or areas that the wireless infrastructure provider desires to place conduits, antennas and/or any other facilities or to begin construction;

(12) A $150.00 collocation fee per wireless facility and all applicable permit fees, including a right-of-way utilization permit fee and building permit and plan review fees per wireless facility; and

~~(g)~~(13) Such additional information ~~requested by the city~~ that the city finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

(10) *Factors considered in granting permit.* In addition to any applicable requirements or standards imposed by this code of ordinances, the following factors shall be considered in determining whether to issue a permit to a registrant to place or maintain a communications facility within the public rights-of-way:

(a) Height and dimensions of the proposed communications facility;

(b) Proximity of the communications facility to residential structures and residential district boundaries;

(c) Nature of uses on adjacent and nearby properties;

(d) Surrounding topography;

(e) Surrounding tree coverage and foliage;

(f) Compliance with the objective design standards set forth herein with particular reference to design characteristics that have the effect of concealing, reducing, or eliminating visual obtrusiveness;

(g) Proposed ingress and egress (where applicable);

(h) Availability of suitable existing structures or alternative technologies not requiring the installation of the communications facility as proposed;

(i) The location context must be reasonable. Proximity to other structures within the rights-of-way cannot create a hazardous or safety condition or a cluttered appearance;

(j) Proximity to and/or interference with other private or public uses within or outside the rights-of-way, including, but not limited to, utilities, easements, traffic control devices, and other uses; and

(k) Suitability of the right-of-way or the proposed section of the right-of-way for the proposed communications facility with reference to safety, engineering, and/or aesthetic concerns.

(l) Whether the proposed communications facility is prohibited by Chapter 25.1-6;

(m) Clearances by height and width with respect to accessibility requirements in the most current edition of Florida Building Code and regulations interpreting the Americans with Disabilities Act; and

(n) Any other requirements set forth in this chapter.

(11) *Non-interference; Encouraged Technology; Additional Regulations.*

~~(5)~~(a) All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way.

~~(5)~~(b) All facilities shall be placed underground to the extent that similarly situated utilities (electric, communications, etc.) are so required. ~~The city may require the use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in the existing conduit.~~ The registrant shall be liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the

placement or maintenance of its facility within the public rights-of-way. ~~The city may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way consistent with this chapter and other applicable law.~~ All facilities shall be placed underground to the extent not inconsistent with the rules of the Public Service Commission. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and shall be employed wherever feasible.

(c) The city may promulgate additional reasonable rules and regulations concerning the placement or maintenance of a communication facility in public rights-of-way consistent with this chapter and other applicable law.

(12) *Requirements for Wireless and communications facilities.*

Wireless and communications facilities may not be placed in the public rights-of-way unless it meets the following requirements:

(a) The aesthetic requirements and provisions of this chapter governing antennas and towers shall apply to wireless and communications facilities located within the right-of-way.

(b) Wireless and communications facilities must be concealed and utilize stealth design, as defined by chapter. Such stealth design and concealment shall eliminate the need to locate any ground or elevated equipment on the exterior of a pole, tower, or other structure in order to preserve and promote the unique aesthetic character of the city.

(c) Any application or proposal to locate equipment at ground level on or adjacent to a pole or tower and any application or proposal to locate elevated equipment (other than antennas) on or adjacent to the exterior of a tower or pole that asserts that such cannot be accomplished by undergrounding such, and if not undergrounded then in accordance with the concealment and stealth design requirements of this chapter, may request an exemption to such requirements, and such application or proposal shall include Florida professional engineering certified documentation demonstrating to the satisfaction of the city engineer that the proposed equipment cannot employ stealth design and cannot be concealed as required by this chapter, and that the proposed equipment, and location and configuration of such, constitute the minimum equipment necessary and are the least obtrusive as is possible to achieve needed function. In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single location. Where a registrant demonstrates that undergrounding and stealth design and concealment cannot be employed under this subsection and the city agrees with such demonstration, the individual approved exterior equipment boxes or containment devices shall not exceed 12 cubic feet in volume and the configuration and dimensions of such shall be the least visually obtrusive as possible. The use of foliage and vegetation or other concealment method around any approved equipment may be required by the city based on conditions of the specific area where the equipment is to be located.

(d) Insofar as wireless facilities are constructed underground, the wireless infrastructure provider shall become a member of, and maintain membership in Florida utility notification one call system. Wireless facilities shall have five-foot horizontal clearance from other underground utilities and their appurtenances.

(13) *Objective Design Standards.*

(a) Wireless facilities shall meet the following reasonable location, context, color, stealth, and concealment requirements. Design standards may be waived if the city determines that the design standards are not reasonably compatible for the particular location of a wireless facility or that the design standards impose excessive expense in relation to the aesthetic concerns of the City. The waiver shall be granted or denied within 45 days after the date of the request.

1. Any above-ground wireless facilities shall meet stealth design requirements.

2. Wireless facilities may increase the height of a metal street light pole only if the antenna is top-mounted and not wider than the pole or if the antenna is hidden in a cylinder that appears like an original part of the pole. A cellular antenna shall not extend more than ten (10) feet above the utility pole or structure upon which the wireless facility is to be collocated, and shall be shorter if the height of the utility pole requires a shorter antenna height so that the structure as a whole is proportionate.

3. A new utility pole that replaces an existing utility pole shall be of substantially similar design, material, and color as the existing utility pole unless the existing pole is made of wood, which is no longer permitted.

4. The antennas and related equipment shall be in a color that will provide the most camouflage as determined by the city. Ground based wireless facilities shall be painted forest green, unless determined otherwise by the city. When on a black pole, wireless facilities shall be painted black, unless determined otherwise by the city.

5. Antennas must be hidden within the utility pole or appear like an original part of the utility pole.

6. All wireless facilities and related equipment, other than antennas, shall be placed underground in order, without limitation, to avoid impeding pedestrian travel, to avoid providing a target for graffiti or a mounting place for unauthorized signs, to minimize danger to the public, and to preserve and enhance the aesthetic qualities of the City.

7, Wires serving the wireless facilities must be concealed within or flush mounted to the pole on which the facilities are collocated and insulated in accordance with applicable codes.

(b) Antennas placed upon structures within the rights-of-way must meet the following additional requirements if stealth design, concealment, and this chapter's requirements regarding such cannot be met:

1. Top mounted antennas and their enclosures must not extend the diameter of the supporting structure at the level of antenna attachment; and

2. Side-mounted antennas and their enclosures must be flush-mounted to the supporting .structure at the level of antenna attachment. Under no circumstances shall antennas be mounted less than 12 feet above ground level.

(c) *Street light fixtures with stealth wireless facilities.*

(1) On street lights, luminaires and bases should be roughly equal in size and volume for a balanced appearance.

(2) The decorative base of a street light should be between 10-25% of the pole height.

(3) The length of arms extending from the base should be between 20-25% of pole height;

(4) Arms should extend from the pole at a location within 20% of pole height from the top of the pole.

(5) Street light fixtures must meet AASHTO structural guidelines for roadway application and ANSI requirements for vibrations.

(6) New or replacement poles that support wireless or communications facilities shall match the style, design, and color of the utility poles in the surrounding area.

(d) *Size and Height Requirements.* Pole height shall be measured from the ground to the top of the utility pole, which measurement shall include any antennas built into or appended to the utility pole. The size and height of new wireless or communications facilities in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right-of-way within the city other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the height of the utility pole shall be limited to 50 feet, unless the city determines that a lower height is warranted given the location context for compatibility with existing or planned development within the vicinity of the proposed location or other provision of this chapter warrants such; provided however, that registrants proposing wireless or communications facilities with antennas to be located on existing poles or other structures may increase the height of the existing pole or other structure up to six feet, if necessary, to avoid adversely affecting existing pole attachments; and provided further that the overall height above ground of any wireless or communications facility shall not exceed 40 feet or exceed the existing height of other utility or light poles located in the same portion of the right-of-way, whichever height is less.

(e) *Setback Requirements.*

(1) Wireless and communications facilities shall be located at least ten feet from a driveway, at least ten feet from the edge of existing trees 12 inches or greater in diameter, at least 25 feet from a traffic signal pole unless mounted upon such traffic signal pole, and at least 15 feet from any pedestrian ramp and 8 feet from the street curb. The city may require greater setbacks from these and other fixtures in the right-of-way to ensure proper sight lines for public safety purposes and in other cases as deemed necessary to advance the purposes of this article.

(2) If the right-of-way is within or abuts a residential zoning district, wireless communication facilities must be located where the shared property line between two residential parcels intersects the right-of-way, whenever possible unless an unsafe condition, cluttered appearance, or other violation of this article would result.

(3) If the right-of-way is within or abuts a nonresidential district, wireless facilities must be located between tenant spaces or adjoining properties where their shared property lines intersect the right-of-way, whenever possible, unless an unsafe condition, cluttered appearance, or other violation of this article would result.

(f) *Waiver.* The city engineer may waive any requirement under this section if the city determines that such requirement is not reasonably compatible for the particular location of a small wireless facility or that such requirement imposes an excessive expense, or where the waiver serves the intent or purposes of this chapter. The waiver shall be granted or denied within 45 days after the date of the request.

(14) *New Structures; Availability of Alternatives.* No new utility pole, pole-type structure, or other freestanding structure shall be allowed in the rights-of-way unless the applicant demonstrates that no existing structure or alternative technology that does not require the placement of a new structure in a right-of-way can accommodate the applicant's proposed antenna or other communications facility. Such a demonstration by the applicant shall not give rise to a right to locate the proposed facility within the rights-of-way or in any way guarantee city approval of such. An applicant shall submit information related to the availability of suitable existing structures or alternative technology. Evidence submitted to demonstrate that no existing structure or alternative technology can accommodate the applicant's proposed communications facility may consist of, but is not limited to, the following factors to be considered by the city:

(a) No existing structures are located within the geographic area which would meet applicant's engineering requirements.

(b) Existing structures are not of sufficient height to meet applicant's engineering requirements, which shall be demonstrated by, at minimum, propagation and coverage maps.

(c) Existing structures do not have sufficient structural strength to support applicant's proposed antenna or other communications facility and related equipment.

(d) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.

(e) The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing structure for sharing are unreasonable.

(f) The applicant demonstrates that there are other limiting factors that render existing structures unsuitable.

(g) The applicant demonstrates that an alternative technology that does not require the use of new structures, such as cable microcell network using multiple low-powered transmitters/receivers attached to wireline system, is unsuitable. Costs of alternative technology that exceed new structure or antenna development shall not be presumed to render the technology unsuitable.

~~(9)~~(15) *Limitations; No Property Right.* A permit from the city constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this chapter, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

(16) *Construction; Maintenance; Safety; Restoration and Inspection.*

~~(10)~~ (a) A registrant shall maintain its communication facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.

~~(6)~~ (b) All safety practices required by applicable law or accepted industry practices and standards shall be used during the construction, installation, placement or maintenance of communications facilities.

~~(7)~~ (c) After the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof, ~~A~~ a registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work. ~~after the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof,~~ If the registrant fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform such restoration as it deems necessary and charge all costs of the restoration against the registrant in accordance with Florida Statutes § 337.402, as it may be amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any improper restoration work at its own expense that does not satisfy the requirements of this chapter. ~~for twelve (12) months following the original completion of the work,.~~

~~(11)~~ (d) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in Florida Statutes Ch. 556, as it may be amended.

~~(12)~~ (e) A registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas. The person constructing, installing, and maintaining wireless facilities must be a

licensed electrician, certified to work as a lineworker, or successfully complete an accredited lineworker apprenticeship program.

~~(14)~~ (f) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any utilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city.

~~(16)~~ (g) The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this chapter. In the event the city determines that a violation exists with respect to registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide registrant at least three (3) days written notice setting forth the violation and requesting correction.

(17) *Modifications; Removal and Relocation; Antenna Co-locations.*

(a) The grant of a permit under this chapter shall not limit the authority and discretion of the city to regulate and control the public rights-of-way, and the city may at any time require the removal or relocation of a communications facility within the rights-of-way in the interests of the public welfare, health, or safety, aesthetics or as otherwise authorized by law. The wireless facilities provider must remove its wireless facilities within 30 days of notice that the City will remove a utility pole.

~~(8)~~ (b) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by applicable requirements of Florida Statutes §§ 337.403 and 337.404, as they may be amended, in addition to any other applicable city regulations or provisions of law. Unless otherwise provided by law, this City Code, or agreement, a registrant shall bear all costs of any removal or relocation of its facilities.

(c) *Removal due to technology advances.* The City may require removal of wireless facilities and utility poles no longer required or necessary to provide coverage or which provide redundant coverage due to advances in technology, including without limitation, technological advances allowing larger distances between wireless facilities, or due to enhanced coverage provided under current technology.

~~(13)~~ (d) *Coordination of work; work schedule.* In the interest of the public's health, safety and welfare, upon request of the city, and as notified by the city of the other work, construction, installation or repairs referenced below, a registrant shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way. The city may require registrant to alter its placement or maintenance schedule as the city determines to be reasonably necessary so as to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on individual city construction or maintenance schedules.

~~(15)~~(e) *No warranties; vacation of rights-of-way.* The city makes no warranties or representations regarding the fitness, suitability, or availability of the city's public rights-of-

way, city-owned structures, and city-owned real property for the registrant's communications facilities and any performance of work, ~~or~~ costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this chapter shall affect the city's authority to add to, vacate or abandon public rights-of-way, or add vehicular travel lanes, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(f) *Alteration of Rights-of-Way; Other Work and Facilities in Rights-of-Way.*

~~(18)~~1. The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant.

~~(18)~~ 2. Registrant shall, if registrant so agrees, allow the city facilities to be co-located within the city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between registrant and the city and may be subjected to other city rights-of-way requirements.

~~(18)~~ 3. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

~~(19)~~ 4. A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its wireless or other communications facilities to permit the work authorized by the permit. The expense of temporarily raising or lowering facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than thirty (30) days advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.
(Ord. No. 01-29, § 8, 7-3-01)

(g) *Replacement and maintenance of wireless facilities.*

(1) The city shall not require approval or require fees or other charges for:

a. Routine maintenance;

b. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

c. A communications service provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.

(2) The City may charge a pole connection fee for connecting to a city utility pole in a reasonable amount to be determined by the Utilities Department.

(3) Notwithstanding this paragraph, for public safety the wireless provider must give reasonable notice to the City Engineer before undertaking the activities of replacement or maintenance, and a right-of-way permit shall be required for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

~~(4)~~(h) *Additional Authority; Permit Conditions.* To the extent not otherwise prohibited by state or federal law and this chapter, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or parts of the public rights-of-way ~~if there is insufficient space to accommodate all of the requests to place and maintain facilities in that area of the public rights-of-way, for the protection of existing facilities in the public rights-of-way or to accommodate city plans for public improvements or projects that the city determines are in the public interest.~~ The city may impose reasonable conditions upon the grant of a permit, in addition to the specific requirements of this code, as deemed appropriate to advance the intent or purposes of this chapter.

(i) The approval of the installation, placement, maintenance, or operation of a small wireless facility or other wireless facility pursuant to this chapter does not authorize the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.

(j) *Make-Ready for Collocation.*

1. For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the applicant seeking to collocate a small wireless facility shall provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city shall not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the city.

2. The city shall not require more make-ready work than is required to meet applicable codes or industry standards.

3. Fees for make-ready work shall not include costs related to pre-existing damage or prior noncompliance. Fees for make-ready work, including any pole replacement, shall not exceed actual costs or the amount charged to communications service providers other than wireless services providers for similar work and shall not include any consultant fee or expense.

4. Fees for make-ready work must be paid to the City, even if they exceed the applicant's estimate, before the wireless facilities may be operational.

Sec. 25.1-7 Suspension of Permits.

(1) Subject to Section 25.1-8 below, the Director of Engineering, or his designee may suspend a permit for work in the public rights-of-way for one or more of the following reasons:

(a) Failure to satisfy permit conditions, including conditions set forth in this chapter or other applicable city ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way, including without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any public rights-of-way;

(b) Misrepresentation or fraud by registrant in a registration or permit application to the city;

(c) Failure to properly renew or ineffectiveness of registration;

(d) Failure to relocate or remove facilities as may be lawfully required by the city;

(e) Failure to commence work within 180 days of securing permit; or

(f) Abandonment of project or suspension of work for more than 180 days.

(2) After the suspension of a permit pursuant to this section, the Director of Engineering or his designee shall provide written notice of the reason for the suspension to the registrant.
(Ord. No. 01-29, § 9, 7-3-01)

Sec. 25.1-8 Appeals.

(1) Final, written decisions of the Director of Engineering, or his designee, suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal, as set forth in Chapter 1, Article VII, of the City's Land Development Regulations, as amended.

(2) Nothing in the chapter shall affect the remedies the city has available under applicable law.
(Ord. No. 01-29, § 10, 7-3-01)

Sec. 25.1-9. Conditional Use of Public Rights-of-Way.

(1) In the event registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provisions other than the provision of communications service, or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the city for such activities as may be required by applicable law.

(2) To the extent that a registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the city, registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the city's rights, including requiring the removal of such facilities from the public rights-of-way of the city, regardless of the effect on registrant's ability to place or maintain its own communications facilities in public rights-of-way of the city.
(Ord. No 01-29, § 11, 7-3-01)

Sec. 25.1-10 Involuntary Termination of Registration.

(1) The city may terminate a registration if:

(a) A federal or state authority suspends, denies, or revokes a registrant's certification or license to provide communications services;

(b) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary or unreasonable danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or

(c) The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 25.1-17 of this chapter.

(2) Prior to termination, the registrant shall be notified by the Director of Engineering, or his designee, with a written notice setting forth all matters pertinent to the proposed termination action, including which of subsections (a) through (c) above is applicable as the reason therefore, and describing the proposed action of the city with respect thereto. The registrant shall have thirty (30) days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the Director of Engineering, or his designee, to accomplish the same. If the plan is rejected, the Director of Engineering or his designee shall provide written notice of such rejection to the registrant and shall make a recommendation to the City Commission regarding a final decision as to termination of registration. A decision by the city to terminate a registration may only be accomplished by an action of the City Commission. A registrant shall be notified by written notice of any decision by the City Commission to terminate its registration. Such written notice shall be sent within seven (7) days after the decision.

(3) In the event of termination, the former registrant shall: (a) notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or (b) provide the city with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this subsection, the city may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities, requiring the registrant’s bonding company within ninety (90) days of the termination to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to its original condition before the removal, or requiring that some or all of the facilities be removed and the public rights-of-way restored to its original condition before the removal at the registrant’s expense.

(4) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the city ~~safe~~.

(5) In the event of termination of a registration, this provision does not permit the city to cause the removal of any communications facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing federal or state agency, where required, and is properly registered with the city for such certificated or licensed service, where required.
(Ord. No. 01-29 § 12, 7-3-01)

Sec.25.1-11. Existing Communications Facilities in Public Rights-of-Way.

A communications services provider with an existing communications facility in the public rights-of-way of the city has sixty (60) days from the effective date of this chapter to comply with the terms of this chapter, including, but not limited to, registration, or be in violation thereof.
(Ord. No. 01-29 § 13, 7-3-01)

Sec. 25.1-12. Insurance.

(1) A registrant shall provide, pay for and maintain satisfactory to the city an acceptable policy or policies of liability insurance, including comprehensive general liability insurance, products/completed operations liability, personal injury liability, owners and contractors protective liability, broad form property damage, contractual liability, automobile liability (owned, non-owned and hired automobiles), workers' compensation and employee liability. A registrant shall not commence construction, operation or maintenance of the facility without obtaining all insurance required under this section and approval of such insurance by Risk Management of the city, nor shall a registrant allow any contractor or subcontractor to commence work on its contract or subcontract until all similar such insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period the registrant has facilities in the public rights-of-way, and for a period thereafter as specified in the minimum coverages described below. If the registrant, its contractors or subcontractors do not have the required insurance, the city may order such entities to stop operations until the insurance is obtained and approved.

(2) All liability policies shall provide that the city is an additional insured as to the activities under this chapter. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Risk Manager Coordinator. For entities that are entering the market, the certificates shall be filed prior to the commencement of construction and once a year thereafter, and as provided below in the event of a lapse in coverage. For entities that have facilities in the public rights-of-way as of the effective date of this chapter, the certificate shall be filed within sixty (60) calendar days of the adoption of this chapter, annually thereafter, and as provided below in the event of a lapse in coverage.

(3) These certificates of insurance shall contain a provision that coverages afforded under these policies will not be canceled until at least forty-five (45) calendar days prior written notice has been given to the city. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be no less than “A-VI” in the latest edition of “Bests Key Rating Guide”, published by A.M. Best Guide. The insurance requirements may be satisfied by evidence of self-insurance with sufficient financial strength and reserves or other types of insurance acceptable to the city. ~~A registrant may self-insure.~~ Self-insured status must be confirmed with certification of same by presentation of financial statements which are not more than one (1) year old and signed by the registrant’s Chief Financial Officer or designees. Information contained therein is subject to review and approval by city’s Risk Management Division.

(4) In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this contract, then in that event, the registrant shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance equal and like coverage.

(5) The insurance policy or policies shall contain contractual liability insurance naming the city as an insured, and shall also insure against the types of liabilities covered by the indemnification and hold harmless provisions of Section 25.1-13.

~~(5)~~(6) A registrant and its contractors or subcontractors engaged in work on the operator's behalf in, on, under or over public rights-of-way, shall maintain the following minimum insurance:

(a) Comprehensive general liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily injury

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

2. Property damage

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

3. Personal injury

a. Annual aggregate $3,000,000

4. Completed operations and products liability shall be maintained for two (2) years after the abandonment of the facility by the registrant (in the case of the registrant) or completion of the work for the registrant (in case of a contractor or subcontractor).

5. Property damage liability insurance shall include coverage for the following hazards: X – explosion, C – collapse, U – underground.

(b) Worker's compensation insurance shall be maintained to comply with statutory limits for all employees, and in case any work is sublet, each registrant shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each registrant. Each registrant and its contractors and subcontractors shall maintain employers liability insurance. The following limits must be maintained:

1. Workers' compensation Statutory

2. Employer's liability $500,000 per occurrence

(c) Comprehensive auto liability

1. Bodily injury

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

2. Property damage

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

Coverage shall include owned, hired and non-owned vehicles.

(6) Each communication facility operator shall hold the city, its agents, and employees, harmless on account of claims for damage to persons, property or premises arising out of it construction, operation or repair of its communications facility and name the city as an additional insured.

(7) Thirty (30) days advance written notice by registered, certified or regular mail as determined by the city must be given to the city of any cancellation, intent not to renew or reduction in the policy coverages.

~~(7)~~(8) This Section shall not be construed to affect in any way the city's rights, privileges and immunities as set forth in Florida Statutes § 768.28. Insurance under this Section shall run continuously with the presence of the registrant's facilities in the public rights-of-way and any termination or lapse of such insurance shall be a violation of this Section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, required increased or decreased levels of insurance for any other object placed in the city's public rights-of-way by way of individual license agreements.
(Ord. No. 01-29 § 14, 7-3-01)

Sec. 25.1-13. Indemnification.

(1) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications systems or facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this chapter, provided, however, that a registrant's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or wanton or willful acts of the city. This provision includes, but is not limited to, the city's reasonable attorneys' fees and costs incurred in defending against any such claim, suit or proceedings. The city agrees to notify the registrant, in writing, within a reasonable time of the city receiving notice, of any issue it determines may require indemnification. Nothing in this Section shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted:

(a) As denying to either party any remedy or defense available to such party under the laws of the State of Florida;

(b) As consent by the city to be sued; or

(c) As a waiver of sovereign immunity beyond the waiver provided in Florida Statutes § 768.28, as it may be amended.

(2) The indemnification requirements shall survive and be in effect after the termination, suspension or cancellation of a registration.
(Ord. No. 01-29, § 15, 7-3-01)

Sec. 25.1-14. Construction Bond.

(1) Prior to issuing a permit, ~~where the work under the permit will require restoration of public rights-of-way,~~ the city may require a construction bond to secure the restoration of the public rights-of-way and removal of abandoned equipment or equipment not removed after termination of registration or non-renewal of the annual permit. Notwithstanding the foregoing, a construction bond hereunder may only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in Section 25.1-15.

(2) In the event a registrant subject to such a construction bond fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.

(3) No less than twelve (12) months after the completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant may request the Director of Engineering to remove the requirement to continue the construction bond. Notwithstanding, the city may require a new bond for any subsequent work performed in the public rights-of-way.

(4) The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Ley Rating Guide, Property/Casualty Edition; shall be subject to the approval of the City Attorney; and shall provide that:

"For twelve (12) months after issuance of this bond, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(5) The rights reserved by the city with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the city may have under this Section, or at law or equity whether reserved in this chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the city may have.
(Ord No 01-29, § 15, 7-3-01)

Sec. 25.1-15. Security Fund.

At or prior to the time a registrant receives its first permit to place or maintain a communication facility in public rights-of-way after the effective date of this chapter, the registrant may be required

to file with the city, for city approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of twenty-five thousand dollars ($25,000) or other appropriate amount having as a surety a company qualified to do business in the State of Florida, and acceptable to the city, which shall be referred to as the "security fund." The security fund shall be maintained from such time through the earlier of: (i) transfer, sale or assignment to another registrant who shall comply with this provision or removal of all communications facilities in public rights-of-way; or (ii) twelve months after the termination or cancellation of any registration. The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this chapter. The bond or guaranty shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this chapter, subject to Section 25.1-15 of this chapter, there shall be recoverable, jointly and severally from the principal and surety of the ~~bond~~ security fund, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any ~~property~~ facilities of the registrant in public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. Notwithstanding the foregoing, the city may in its reasonable discretion may accept a corporate guarantee of the registrant or its parent company, if the registrant is a publicly traded company and maintains an insurance rating of no less than A.
(Ord No 01-29, § 17, 7-3-01)

Sec. 25.1-16. Enforcement Remedies.

(1) A registrant's failure to comply with provisions of this chapter shall constitute a violation of this chapter and shall subject the registrant to the code enforcement provisions and procedures as provided in Florida Statutes Chapter 162, Florida Statutes § 166.0415 and Section 2-72, et. seq. of the City Code of Ordinances, as they may be amended. In addition, violation of this chapter may be punishable by a fine not to exceed five hundred dollars ($500) or by imprisonment not to exceed sixty (60) days or by both as provided.

(2) In addition to any other remedies available at law, including but not limited to Florida Statutes § 166.0415, and Florida Statutes Chapter 162, or equity or as provided in this chapter, the city may apply any one or combination of the following remedies in the event a registrant violates this chapter, or applicable local law or order related to the public rights-of-way:

(a) Failure to comply with the provisions of the chapter or other law applicable to occupants of the public rights-of-way, may result in imposition of penalties to be paid by the registrant to the city in an amount of not less than one hundred dollars ($100) per day or part thereof that the violation continues.

(b) In addition to or instead of any other remedy, the city may seek legal or equitable relief from any court of competent jurisdiction.

(3) Before imposing a fine pursuant to this section, the city manager or the city manager's designee shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the registrant shall have 30 days to either: (a) cure the violation to the city's satisfaction and the city shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an appeal with the city to contest the alleged violation. Section 25.1-8 of this chapter shall govern such appeal. If no appeal is filed and if the violation is not cured within the thirty (30)

day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.

(4) In determining which remedy is appropriate, the city shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest.

(5) Failure of the city to enforce any requirements of this chapter shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(6) In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this chapter, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this chapter. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this chapter in default and apply any one or combination of the remedies otherwise authorized by this chapter or other applicable laws, ordinances, regulations or city codes.

(7) The city manager or a designee shall be responsible for administration and enforcement of this chapter, and is authorized to give any notice required by law.
(Ord. No 01-29, § 18, 7-3-01)

Sec. 25.1-17. Abandonment of a Communication Facility.

(1) Upon abandonment of a communications facility owned by a registrant in public rights-of-way, the registrant shall notify the city within ninety (90) days.

(2) The city may direct the registrant by written notice to remove all or any portion of such abandoned communications facility at the registrant's sole expense if the city determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but is not be limited to, a determination that such facility: (a) compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way; (b) prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; (c) creates a maintenance condition that is disruptive to the public rights-of-way's use; or (d) removal of the communications facility would improve or enhance the city's aesthetics. In the event of (b), the city may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

(3) In the event that the city does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the city, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the city or another person at such third party's cost.

(4) If the registrant fails to remove all or any portion of an abandoned facility as directed by the city within a reasonable time period as may be required by the city under the circumstances, the city may perform such removal and charge the cost of the removal against the registrant or any successor in interest to the registrant.
(Ord. No 01-29 § 19, 7-3-01)

Sec. 25.1-18. Force Majeure.

(1) In the event a registrant's performance of or compliance with any of the provisions of this chapter is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this chapter, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court.

(2) Causes or events within registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of registrant's directors, officers, employees, contractors or agents.
(Ord. No. 01-29, § 20, 7-3-01)

Sec. 25-1-19. Reports and Records.

(1) Each registrant shall, upon thirty (30) calendar days written notice, if reasonably possible, but in no event less than five (5) business days written notice, provide the city access to all books and records related to the construction, maintenance, or repair of the facility to the extent the city review of the books and records is necessary to manage its rights-of-way.

(2) Any and all non-proprietary or non-confidential books and records may be copied by the city. To the maximum extent permitted by Florida Statutes § 202.195, as amended, such books and records shall be kept confidential and exempt from the provisions of Florida Statutes § 119.07(1). A registrant is responsible for obtaining or maintaining the necessary possession or control of all books and records related to the construction, maintenance or repair of the facility, so that it can produce the documents upon request. Books and records must be maintained for a period of five (5) years, except that any record that is a public record must be maintained for the period required by state law.

(3) For purposes of this section, the terms “books and records” shall be read expansively to include information in whatever format stored. Books and records requested shall be produced to the city at City Hall, except by agreement.

(4) If any books and records are too voluminous, or for security reasons cannot be copied and moved, then a registrant may request that the inspection take place at some other location mutually agreed to by the city and the registrant, provided that the registrant must make necessary arrangements for copying documents selected by the city after its review; and the registrant must pay all travel and additional copying expenses incurred by the city in inspecting those documents or having those documents inspected by its designee.

(5) Without limiting the foregoing, a registrant shall provide the city the following within ten (10) calendar days of their receipt or (in the case of documents created by the registrant or its affiliate) filing:

(a) Notices of deficiency or forfeiture related to the operation of the facility; and

(b) Copies of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the operator or by any partnership or corporation that owns or controls the operator directly or indirectly.

(6) In addition, the city may, at its option, and upon reasonable notice to the registrant, inspect the facilities in the public rights-of-way to ensure the safety of its residents.
(Ord No. 01-29, § 21, 7-3-01)

Sec.25.1-20. Reservation of Rights and Remedies.

(1) The city reserves the right to amend this chapter as it shall find necessary in the lawful exercise of its police powers.

(2) This chapter shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this chapter and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date of this chapter, to the full extent permitted by state and federal law.

(3) The adoption of this chapter is not intended to affect any rights or defenses the city may have under any existing franchise, license or other agreements with a communications services provider.

(4) Nothing in this chapter shall affect the remedies the city has available under applicable law.

(5) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.
(Ord. No. 01-29, § 22, 7-3-01)

Sec. 25.1-21. Pass-through Provider Fees and Charges.

(1) Pass-through providers shall pay to the city on an annual basis an amount equal to $500.00 per linear mile or portion thereof of communications facilities placed and/or maintained in the city's rights-of-way. For purposes of this section, the city's rights-of-way do not include rights-of-way that extend in or through the city but are state, county or another authority's roads or rights-of-way.

(2) The amounts charged pursuant to this section shall be based on the linear miles of rights-of- way where a wireless communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility for purposes of this subsection.

(3) Any annual amount charged shall be reduced for a prorated portion of any 12-month period during which the pass-through provider remits taxes imposed by the city pursuant to F.S. Ch. 202.

(4) Fees for Non-Collocated Communications Facilities.

(a) Fees for non-collocated communications facilities may be charged to any person not a dealer of communications services as defined by Florida Statutes § 202.11.

(b) Annual payments shall be due and payable on April 1 of each year. Failure to timely pay the annual payment shall result in the immediate forfeiture of all rights to locate any wireless equipment in the city rights-of-way and all wireless equipment shall be removed within thirty (30) days at the wireless infrastructure provider's expense. Fees not paid shall bear interest at the rate of one percent per month from the date due until the wireless equipment is removed. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one percent per month until the date payment is made.

(5) Collocation Fees.

(a) The wireless infrastructure provider shall remit a $150.00 collocation fee per wireless facility to the City with the application to pay for the first year's fee for collocating small wireless facilities on a city utility pole.

(b) The wireless infrastructure provider shall remit a $150.00 collocation fee per wireless facility to the City within thirty (30) days of the anniversary of the approval of the collocation. Failure to timely pay the Collocation Fee shall result in the immediate forfeiture of all rights to collocate on the city utility pole and any wireless equipment collocated on the utility pole shall be removed within thirty (30) days at the wireless provider's expense.

(6) Fees for City Connections. The City reserves the right to assess pole connection fees or other fees for the use of city employees and contractors as well as fees for access to any fiber network the city may construct.

(7) Permit Fees. The wireless infrastructure provider shall remit with its application all appropriate fees, including a right-of-way utilization permit fee and building permit and plan review fees.

(8) If the payments required by this section are not timely made by the due date, the city may withhold the issuance of any permits, including for other wireless facilities, to the registrant until the amount past due is paid in full.

ATTACHMENT "A"

Land Development Regulations, Chapter 3, Article V, Section 12:

Section 12. ~~Satellite Earth Stations and Antennas.~~ Amateur Radio and Television Antennas

~~A. *Types.* For the purpose of clarifying regulations, satellite dish antennae are hereby classified into two (2) groups. Group A antennae are those that will fit within a one (1) meter cube. Group B antennae are those that will not fit within a one (1) meter cube.~~

~~B. *Permits Required*. No satellite dish antenna shall be installed or modified without first obtaining a permit from the city.~~

~~Satellite dish antennae shall conform with provisions of Chapter 4, Article IX of the Florida Building Code and the amendments thereto as adopted by the city, provided such provisions do not conflict with any standards set forth in this section, in which case this section shall control.~~

~~All applications for the installation of Group B satellite dish antennae shall be accompanied by proper certification that the installation will meet windload requirements of the Florida Building Code.~~

~~C. *Fees.* An application fee shall be payable to the city as adopted by resolution of the City Commission.~~

~~D. *Prohibitions.*~~

~~1. No exterior satellite dish antenna may be used for display or advertising purposes and none shall have writing thereon which is visible from a public right-of-way or residential district.~~

~~2. Portable Group B satellite dish antennae are not allowed.~~

~~E. *Nonconforming.* Satellite dish antennae properly permitted prior to April 4, 1995 may remain in place notwithstanding provisions stipulated herein but they may not be replaced, reconstructed, or modified without bringing the entire installation into full compliance with this section.~~

~~F.~~A. *Amateur Radio / Citizens' Band (CB) and Television (TV) Antennae.*

~~In residential zones, freestanding television and citizens' band broadcasting antennae may not exceed twenty-five (25) feet in height, and no freestanding antenna may be constructed within the building setback lines. Roof-mounted or wall-supported antennae may exceed the maximum district height regulation by ten (10) feet, but in no instance, may an antennae exceed the roof height by more than fifteen (15) feet).~~

1. *Purpose and Intent.* The purpose and intent of this Section is to provide for the safe and effective installation and operation of amateur radio, citizens band radio, and television antenna support structures, and the beam, satellite, or other antennas installed on those support structures. It is also the purpose and intent of this Section to provide for a reasonable accommodation of amateur (a.k.a. HAM) radio communications, in accordance with Parts 95 and 97 of Chapter 1 of Title 47 of the Code of Federal Regulations, while reflecting the City's legitimate interest in protecting and promoting the health, safety, welfare, neighborhood aesthetics, and morals of its citizens.

2. *Applicability.* Towers and antennas regulated by this section shall be considered accessory uses, allowed only in conjunction with a single-family dwelling,

3. *Reasonable Accommodation*. All amateur radio towers and antennas that do not meet the standards of this section are eligible for consideration through the reasonable accommodation process.

4. *Number.* A maximum of one (1) amateur radio/citizens band radio antenna and a maximum of one (1) television antenna shall be allowed on a residential lot;

5. *Height.*

a. Television and citizens' band broadcasting antennae may extend up to forty (40) feet in height, but in no instance may an antenna exceed the roof height (roof peak) by more than fifteen (15) feet.

b. Amateur radio towers and antennas may be allowed up to a maximum of sixty (60) feet only when in use (also see section A.6.b below).

6. *Additional Standards for Amateur Radio Towers*. To minimize the visual impacts and hazards of antenna towers, towers for amateur radio communications shall be designed and stored as follows:

a. Guy wires may only be used if not visible from the abutting roadway.

b When not in use, towers and antennas shall be retracted or lowered to a minimum of 40 feet, but no greater than 15 feet above the roofline nearest to the tower.

c. Towers shall be lowered to a ground-mounted position, and antennas removed upon notice from the weather service of a hurricane watch. The height of the lowered and anchored position shall be less than the setback distance from the adjoining property line.

7. *Location.* Amateur radio, citizens band, and television towers shall be located in the rear yard and shall not be located forward of the front building line or within an easement. Towers that extend 15 feet or less above the roofline may be located in an internal side yard;

8. *Setbacks.*

a. Except where otherwise allowed in Section 12, Antenna support structures shall be located to comply with the district setback standards. If the existing setback of the principal structure is at or less than the minimum setback for the district, the tower may encroach up to 5 feet into the required setback.

b. The support structure or any element thereof shall be set back a minimum of ten (10) feet from any easements.

c. The antenna component of the communication system may encroach up to 5 feet into the minimum required setback.

d. Antenna support structures shall be located on the property so as to provide adequate setbacks from above-ground utility power lines other than applicant's service lines as follows:

(1) Setback a minimum distance equal to 50 percent of the height as calculated from grade to the highest point of the antenna support structure and its antenna; or

(2) The owner shall submit a fall zone letter from a registered engineer certifying the design wind load and that the radius around the base of the tower potentially impacted by any possible failure in the tower is within the subject property and clear of any utility lines.

9. *Permits.* No amateur radio, citizens band radio, and television antenna support structures shall be installed or modified without first obtaining a permit from the city.

10. *Nonconforming.* Amateur radio, citizens band radio, and television antenna support structures properly permitted prior to April 4, 1995 may remain in place notwithstanding provisions stipulated herein but they may not be replaced, reconstructed, or modified without bringing the entire installation into full compliance with this section.

~~G. *Satellite Earth Stations.* Satellite dish antennae installed to serve single-family or duplex homes must also comply with the following requirements:~~

~~1. Height. No part of any satellite dish antenna installation may extend beyond the peak of the roof or height of the horizontal eave line of the uppermost floor of any single-family or duplex home.~~

~~2. Group B. Group B satellite dish antennae shall be freestanding, ground mounted, and self-supporting without structural connections to any other structure or building.~~

~~a. Screening. All Group B satellite dish antennae shall be screened on three (3) sides with landscape materials, or walls with landscaping which are of a height equivalent to the total height of the mounted satellite dish.~~

~~b. Lot Size. For all Group B antennas lot size must comply with zoning regulations.~~

~~c. Multi-family Dwelling Units and Non-residential Districts. Satellite dish antennae located within multi-family and non-residential districts shall comply with the following regulations:~~

~~(1) Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;~~

~~(2) In multi-family districts, only one (1) Group B satellite dish antenna is allowed. The antenna must be screened and shall not be located on the roof. Its height shall not exceed the maximum allowable height of the district in which it is located.~~

~~(3) A Group B satellite dish antenna installed in commercial and industrial zoning districts may not be located on a roof so that the dish is visible from a public right-of-way or residential district.~~

~~(4) Group B satellite dish antennae which are mounted on a tower and used for communication in connection with the operation of a business shall provide reasonable screening.~~

B. *Satellite Dish Antennas*

1. *Applicability.* All satellite dish antennas shall be governed by the standards of this Section unless exempted below or regulated as part of an amateur radio antenna.

2. *Exemptions*. In single-family residential zoning districts, satellite dish antennas 40 inches or less in diameter shall be exempt from these requirements.

3. *Standards.*

A. *Single-Family and Duplex Residential Districts.*

Satellite dish antennae that exceed 40 inches in diameter and are located within residential districts shall comply with the following regulations:

(1) *Number.* A maximum of one (1) satellite dish antenna over 40 inches in diameter shall be allowed on a residential lot;

(2) *Location.* Satellite dish antennas shall be mounted on the wall, ground, or a support structure in the side or rear yard and shall not be located on a wall facing the front property line or within an easement;

(3) *Setbacks.* Satellite dish antennas shall meet setback requirements of the district as measured from the outermost point of the dish on the side closest to the applicable setback or property line;

(4) *Screening.* Satellite dish antennas, if located in the side or rear yard, shall be screened by an opaque fence or hedge; and,

(5) *Height.* Satellite dish antennas shall not exceed the building height limitations of the zoning district.

b) ~~Multi-family Dwelling Units and Non-residential Uses and Districts. Satellite dish antennae located within multi-family and non-residential districts shall comply with the following regulations:~~

~~(1) Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;~~

~~(2) In multi-family districts, only one (1) Group B satellite dish antenna is allowed. The antenna must be screened and shall not be located on the roof. Its height shall not exceed the maximum allowable height of the district in which it is located.~~

~~(3) A Group B satellite dish antenna installed in commercial and industrial zoning districts may not be located on a roof so that the dish is visible from a public right-of-way or residential district.~~

~~(4) Group B satellite dish antennae which are mounted on a tower and used for communication in connection with the operation of a business shall provide reasonable screening.~~

B. *Multi-family Residential Districts.*

Satellite dish antennae located within multi-family districts shall comply with the following regulations:

(1) *Process.* Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;

(2) *Number.* Only one (1) satellite dish antenna is allowed per unit.
(3) *Location.* The satellite dish antenna shall not be located on the roof.

(4) *Setbacks.* Satellite dish antennas shall meet setback requirements of the district as measured from the outermost point of the dish on the side closest to the applicable setback or property line; and,

(5) *Screening.* Satellite dish antennas shall be completely screened from view of rights-of-way and adjacent residential districts by an opaque wall (including parapet walls), fence, or hedge, or combination thereof.

(6) *Height.* Satellite dish antennas shall not exceed the building height limitations of the zoning district in which it is located;

C. *Non-residential and Mixed Use Districts.*

Satellite dish antennae located within non-residential and mixed use zoning districts shall comply with the following regulations:

(1) *Process.* Shall require site plan review in accordance with Chapter 2, Article II, Section 2.F.;

(2) *Location.* Satellite dish antennas shall be wall, roof, or ground mounted, and shall not be located in the front or side corner yard;

(3) *Setbacks.* Satellite dish antennas shall meet setback requirements of the district as measured from the outermost point of the dish on the side closest to the applicable setback or property line;

(4) *Screening.* Satellite dish antennas shall be completely screened from view of rights-of-way and adjacent residential districts by an opaque wall (including parapet walls), fence, or hedge, or combination thereof; and,

(5) *Height.* Satellite dish antennas shall not exceed the building height limitations of the zoning district in which it is located.

4. *Nonconforming.* Satellite dish antennas properly permitted prior to April 4, 1995 may remain in place notwithstanding provisions stipulated herein but they may not be replaced, reconstructed, or modified without bringing the entire installation into full compliance with this section.

ATTACHMENT "B"

PART III. LAND DEVELOPMENT REGULATIONS CHAPTER 3. ZONING, ARTICLE V. SUPPLEMENTAL REGULATIONS, SECTION 13. WIRELESS COMMUNICATION FACILITIES (WCF)

Section 13. Wireless Communications Facilities (WCF). WCF means any manned or unmanned location for the transmission and/or reception of radio frequency signals, or other wireless communications, or wireless data transmission/reception, and usually consisting of an antenna or group of antennas, transmission cables, and equipment cabinets, and may include an antenna support structure. WCF include developments containing new, mitigated, pre-existing antenna support structures, or co-location on existing antenna support structures, and include attached WCF, concealed WCF, and non-concealed WCF.

A. General Provisions.

1. **Purpose and Intent.** The purpose of this ordinance is to establish minimum development standards for the regulation of commercial WCF and their related accessory equipment and buildings. The intent of this ordinance is the following:

a. Promote the health, safety, and general welfare of the public by regulating the siting of WCF;

b. Control placement of WCF in a way that minimizes the visual impact to nearby properties by locating them in areas where the impact on the community is minimal;

c. Implement the provisions of the Telecommunications Act of 1996 at a local level; and

d. Maximize the opportunity for the shared use of new and existing WCF through co-location, in order to reduce the number of new WCF needed to serve the community.

2. **Administration.** The Director of Planning and Zoning or designee shall be responsible for the overall coordination and administration of this section.

3. **Applicability.** Except as otherwise specifically provided herein, the installation, construction, or modification of proposed and existing WCF shall be subject to the regulations of this section. <u>However, WCF located in public rights-of-way are subject to the regulations of the City's Code of Ordinances, Part II, Chapter 25.1, as amended.</u>

4. **Exemptions.** The following are exempt from the provisions of this section:

a. **Noncommercial Antennas and Satellite Earth Stations.** Noncommercial amateur radio antennas and satellite ~~earth stations~~ <u>dish antennas are</u> subject to the provisions of Section 12 of this article.

b. **City-owned WCF on Public Property or Right-of-Way**. If this section would prohibit City-owned WCF from being located at a specific site, and WCF are required to protect the public welfare or safety, the applicable criteria of this section may be exempted by the City Commission, except as otherwise required by Florida Statutes. In such cases the Commission shall make a finding of fact indicating the justification for the exemption.

c. **Temporary Facility.**

(1) State of Emergency. Temporary, commercial WCF, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the City Manager, except that such facilities must comply with all applicable federal and state requirements. Said WCF may be exempt from these provisions up to sixty (60) days after the duration of the state of emergency.

(2) Special Event. Temporary, commercial WCF, utilized in conjunction with coverage of a special event, except that such facilities must comply with all applicable federal and state requirements. Said WCF may be exempt from these provisions up to one (1) week after the duration of the special event.

d. **Radio and TV Broadcasting**. Antenna support structures, antenna, and/or antenna arrays for AM/FM/TV/HDTV broadcasting transmission facilities that are licensed by the FCC shall be regulated in accordance with the Use Matrix of Chapter 3, Article IV, Section 3.C. as an industrial service use.

5. **Terms and Definitions.** See Chapter 1, Article II for all applicable terms and definitions which pertain to the regulations and standards contained herein.

B. General Standards. Where allowed as provided in Table 3-29 (Zoning Districts and Affiliated Process) herein, the following development regulations shall apply to all new, mitigated, co-located, or combined wireless facility installations.

1. **Pre-Existing WCF**. Any WCF which legally existed prior to the effective date of this ordinance are considered permitted nonconforming uses and structures, and shall be deemed pre-existing WCF. Additions to or enlargement of any pre-existing nonconforming WCF shall be required to comply with this section and shall be governed as follows:

a. **Routine Maintenance**. To encourage the use of existing facilities, such nonconforming status shall not prevent the routine maintenance on nonconforming WCF, or prohibit the placement, modification or relocation of any antenna on any such WCF.

b. **Modifications**. Despite any provision of this section to the contrary, the City may allow nonconforming WCF to be repaired, reconstructed, replaced, or increased in height upon a demonstration by the applicant that the new or modified WCF complies with the current regulations to the maximum extent practicable, while achieving an overall public benefit in terms of the provision of services.

2. **Additional Uses on Lot**. WCF may be located on a leased parcel of a conforming lot containing a lawful principal use. Separation between WCF and other uses on the lot may be required to ensure compatibility.

3. **District Height Limitations**. The requirements set forth herein shall govern the location of WCF that exceed, and antennas that are installed, at a height in excess of the building height limitations specified for each zoning district. The height limitations applicable to buildings and structures shall not apply to WCF regulated by this section, and WCF shall not require an exception to the building height limitations.

4. **Equipment Cabinets**. Cabinets and equipment shelters may be provided within the principal building, behind an approved screen on a rooftop, or on the ground within the fenced-in and screened equipment compound, ~~or mounted on the pole of an attached WCF within a right-of-way~~, depending on the type of WCF. Cabinets and equipment shelters shall not be visible from pedestrian views and shall be fenced and screened as required below.

a. **Storage**. Equipment shelters shall not be used for the storage of any excess equipment or hazardous waste (e.g., discarded batteries). Mobile or immobile equipment not used in direct support of WCF shall not be stored or parked on the site of WCF, unless on a temporary basis while repairs are being made to WCF. No outdoor storage yards shall be allowed in WCF equipment compounds.

b. **Unmanned**. Equipment shelters shall be unmanned and not used as habitable space.

5. **Equipment Compound Enclosure**. All equipment compounds on the ground, with the exception of concealed attached stealth WCF integrated into the architecture of a building, shall, at a minimum, be enclosed with a fence eight (8) feet in height. To effectively screen the equipment compound in residential districts and in any district where the equipment compound is visible from a public right-of-way, the enclosure shall consist of a masonry wall eight (8) feet in height, constructed in accordance with the community design standards (see Article III, Section 3.E.). For public safety, access to WCF shall be through a locked gate.

6. **Landscaping**. Landscaping around the perimeter of ground equipment shall consist of a landscaped strip wide enough to accommodate trees, shrubs, and a fence or wall enclosure installed around the outside of the entire equipment compound. The general landscape standards shall be consistent with those of Chapter 4, Article II, Landscape Design and Buffering, Section 4.A (City-Wide Standards), except that the shrubs are required to be a minimum of three (3) feet in height at the time of installation. Water-wise trees with a minimum of four (4) caliper inches shall be spaced every twenty (20) feet on center within the landscape strip. Additional landscaping may be required around the perimeter of a wall or use of a screening fabric around the perimeter of a fence to maximize compatibility with adjacent properties. An alternative design may be allowed with respect to proposed buffering components, tree spacing, and plant material, provided that such alternate landscape plan is approved in accordance with Chapter 4, Article II, Section 5 (Alternate Compliance). Irrigation, maintenance, and replacement of required landscaping shall be the responsibility of the owner of the WCF. On City-owned properties, required WCF landscaping shall be maintained by the City or its designated landscape contractor, and the owner of the WCF shall be required to pay an annual landscape maintenance fee to the City.

7. **Parking**. A minimum parking space requirement for WCF is not required, however access to WCF must be provided, and temporary off-street parking as part of a principal use on site may be utilized.

8. **Signage**. Except as otherwise permitted in this ordinance, no signage, lettering, symbols, images, or trademarks in excess of 200 square inches shall be placed on or affixed to any part of a WCF, antenna, equipment building, or security fencing other than as required by FCC regulations or other applicable law. Warning signs of "NO TRESPASSING" and "HIGH VOLTAGE – DANGER" shall be installed at least five (5) feet above the finished grade of the fence or wall and shall not be obstructed by landscaping.

9. **Lighting**. Except as otherwise permitted in this ordinance, no signals, lights or illumination of any kind shall be permitted on or directed toward any WCF unless required by the FCC, the FAA, or other appropriate public authority. Any security lighting for on-ground facilities and equipment shall be in compliance with Chapter 4, Article VII (Exterior Lighting Standards) of the LDR.

10. **Generators.** Generators may not be used as a primary electrical power source for a WCF. Generators may be used for temporary power prior to receipt of a CO and not to exceed thirty (30) days. Backup generators shall only be operated during power outages and for testing and maintenance purposes. Any and all generators used for WCF shall control the noise level by use of a silencer or other device that will reduce the noise level to no more than 70 decibels. All generators or alternators used on site shall use propane fuel. Subject to the approval by the Director of Utilities and the Director of Development, the use of diesel powered emergency generators may be permitted where more than three (3) providers have co-located on a WCF.

11. **Structural Standards.** WCF and their equipment compounds shall be constructed and maintained in conformance with the Florida Building Code, specifically Chapters 15, 16, and Section 3108 for construction and design loads. WCF shall be designed to resist wind loads in accordance with TIA/EIA-222, the federal standards for Steel Antenna Towers and Antenna Supporting Structures. In addition, all accessory equipment buildings, cabinets, or structures, or modifications to WCF shall require building permits and inspections. Design documents for towers, antennas and other structures required to meet wind loads shall bear the raised seal and signature of an engineer licensed and registered in the State of Florida.

All work such as clearing and grading, driveway construction, and installation of WCF and enclosure shall be permitted in accordance with the applicable sections of the LDR.

12. **Hazardous Location.** WCF are prohibited when a proposed or existing principal use or uses within two hundred (200) feet of a proposed WCF includes the storage, distribution, or sale of volatile, flammable, explosive or hazardous wastes, including but not limited to, LP gas, propane, gasoline, natural gas, and corrosive or dangerous chemicals, unless the City Fire Marshal determines that the proximity of the WCF does not pose any danger or risk of explosion or fire or unless used for backup power purposes.

C. **Attached WCF**. Attached WCF are an antenna or antenna array that are secured to an existing building or structure with any accompanying pole or device which attaches it to the building or structure, together with transmission cables, and an equipment cabinet, which may be located either on the roof or inside/outside of the building or structure~~, or attached to utility poles within a right-of-way~~. Attached WCF are considered to be an accessory use to the existing principal use on a site.

1. **Concealed Attached WCF**. Concealed attached WCF, sometimes referred to as camouflaged facilities, are WCF, including their ancillary structures or equipment compounds, that are not readily identifiable as such, and are designed to be aesthetically compatible with existing and proposed buildings and uses on a site. Examples include, but are not limited to the following: screened antennas that blend with and are incorporated into existing architectural features of a building such as a church steeple, bell tower, clock tower, or cupola. <u>WCF located in public rights-of-way are subject to the regulations of the City's Code of Ordinances, Part II, Chapter 25.1, as amended.</u>

   a. **Height**. WCF shall only be allowed on buildings at least forty (40) feet in height, not to exceed more than fifteen (15) feet above the roofline.

b. **Setbacks**. WCF shall be located within the buildable area of the lot and not within the front, rear, or side yard building setbacks, and subject to the setbacks of the underlying zoning district. When located on a nonconforming building or structure, then the existing nonconforming setback shall apply.

c. **Design.** Feed lines and antennas shall be designed to architecturally match the façade, roof, wall, or structure on which they are affixed so that they blend with the existing structural design, color, and texture. Existing conforming building element structures (excluding towers) in excess of 50 feet in height may, as a matter of right, be rebuilt, if necessary, to support or contain a new antenna, provided that the new structure is the same height and substantially the same in appearance as the structure it replaces.

d. **Ground Equipment**. Equipment buildings shall not exceed a total of 500 square feet and shall not exceed eight (8) feet in height.

e. **Rooftop Equipment**. Rooftop equipment shall not occupy more than 25% of the roof area and shall comply with the exterior building and site design standards (see Chapter 4, Article III, Section 3.A.9).

2. **Non-concealed Attached WCF**. Non-concealed attached WCF are wireless communication facilities that are readily identifiable as such. ~~Examples include antennas attached to utility poles and freestanding lighting within a public right-of-way.~~

a. **Location**. WCF shall be allowed on City-owned real property ~~electric utility poles, light standards, or~~ (such as existing ball park light poles), ~~where the applicant has an agreement with the applicable utility or other authority that exercises jurisdiction over the subject right-of-way or property,~~ subject to approval of the City ~~and/or appropriate agency designee and/or the utility company;,~~ or on privately-owned property. WCF located in public rights-of-way are subject to the regulations of the City's Code of Ordinances, Part II, Chapter 25.1, as amended.

b. **Height**. WCF shall only be attached to poles 50 feet or more in height, provided that the total length of any antenna does not exceed 10% of the height of the existing pole. The total height shall be determined by the highest point of any and all components of the structure, including antennas.

~~c. **Equipment Cabinets**. Equipment cabinets or compounds for WCF under this subsection shall be designed and located in such a manner as to not interfere with the subject right-of-way or its primary utilization.~~

D. **Freestanding WCF**. Freestanding WCF are any manned or unmanned location for the transmission and/or reception of radio frequency signals, or other wireless communications, usually consisting of an antenna or group of antennas, feed lines, and equipment cabinets, and may include an antenna support structure. WCF include, but are not limited to the following: stealth, monopole, guyed, or lattice antenna support structures.

1. **Generally**.

a. **Determination of need**. No new or mitigated WCF shall be permitted unless the applicant demonstrates that no existing WCF within applicant's coverage area can accommodate the applicant's proposed use;

b. **Co-location**. All new or mitigated WCF up to 80 feet in height shall be engineered and constructed to accommodate no less than two (2) antenna arrays. All WCF between eighty-one (81) feet and one hundred (100) feet shall be engineered and constructed to accommodate no less than three (3) antenna arrays. All WCF between one hundred one (101) to one hundred fifty (150) feet shall be engineered and constructed to accommodate no less than four (4) antenna arrays.

c. **Separation**. A minimum separation distance of 750 feet shall be required between proposed and existing freestanding WCF. A waiver or reduction of separation distance between WCF may be approved by the City Commission based upon the inability to co-locate on existing structures, the need to have more than one (1) WCF, or the efficient use of available land within permitted zoning districts. The decision shall be based upon a finding of compatibility and competent and substantial evidence that the waiver request meets one or more of the following criteria:

(1) Locational requirements/limitations as established by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC) or the Public Service Commission (PSC), if any;

(2) Identification of a more appropriate site that does not meet the separation requirements above, by analysis of factors such as distance from residential uses, existence of permanent screening and buffering, and location within a large area of commercial or industrial use;

(3) To avoid the location of a tower on environmentally sensitive land, a wilderness area, a historical site, or other sensitive area; or

(4) To reduce the impact on adjacent residential uses.

d. **Design**. New antenna support structures shall be configured and located in a manner that shall minimize adverse effects including visual impacts on the landscape and adjacent properties.

e. **Clearing and Grading**. Clearing and grading shall be minimized and limited only to the area necessary for the new WCF and done in accordance with city regulations.

f. **Access**. Each site shall have access from an improved right-of-way provided by a driveway approved by the City. The driveway shall extend from the street to an appropriate location on the premises where a vehicle would need to be parked to facilitate normal maintenance of the facility.

g. **Height**. Maximum height shall be measured from ground level to the highest point of the WCF, including any antenna. Height limit shall exclude lightning rods or lights required by the FAA that do not provide support for antennas.

h. **Safety**. All support structures shall comply with the requirements of the Florida Building Code and safety standards contained in the Electronics Industries Association/ Telecommunications Industries Association (EIA/TIA) document 222-F, "Structural Standards for Steel Antenna Towers and Supporting Structures," as amended.

i. **City's Option to Co-locate**. The City shall have the option, through an agreement with the owner of the WCF, to co-locate emergency/public safety equipment on any proposed non-

concealed freestanding WCF within the City's jurisdiction, provided that the co-location of antennas does not interfere with the normal operation of approved WCF. Reserved space on new non-concealed freestanding WCF, including reserved ground space for equipment, shall be required for future City co-location, and shall be noted on plans.

2. **Concealed Freestanding WCF**. Concealed freestanding WCF, sometimes referred to as stealth facilities, are WCF (including their ancillary structures, or equipment compounds) that are not readily identifiable as such, and designed to blend into the surrounding environment and be aesthetically compatible and in proportion with existing and proposed buildings and uses on a site. WCF sometimes have a secondary, obvious function such as a flagpole, light pole, or tree.

a. **Residential districts**. In residential districts, as indicated on Table 3-29 herein, new WCF shall only be permitted on lots with a minimum lot size of one (1) acre, containing only non-residential uses, including but not limited to, schools, churches, fire stations, parks, and other public property.

b. **Height**. Height shall be according to the zoning district in which WCF is located.

(1) In all residential districts as indicated on the Tables in this Section, the maximum height shall be limited to 25 feet above the maximum building height of the zoning district.

(2) In the PU and REC districts, the maximum height shall be limited to 100 feet.

(3) In all commercial districts, the maximum height shall be limited to 30 feet above the maximum building height of the zoning district.

(4) In all mixed use districts, the maximum height of concealed freestanding WCF shall be limited to the approved building height or a total of 70 feet, whichever is less.

(5) In industrial districts, except where prohibited in a mixed-use pod with a residential component within a PID, the maximum height shall be limited to 100 feet, if located less than 1,000 feet from a residential use, and 150 feet if located if located in excess of 1,000 feet from a residential use.

c. **Setbacks**. In all zoning districts where allowed, WCF shall be set back one-half the height of the antenna support structure from all property lines. However, in all instances, the minimum setback distance from the property line of any residentially zoned property or the boundary of a residential component within a mixed use pod, shall be at least one and one-half (1.5) times the height of the entire proposed WCF structure.

d. **Design**. WCF shall be designed to blend into the surrounding environment and be aesthetically compatible and in proportion with building mass and existing features or landscaping on site.

3. **Non-concealed Freestanding WCF**. Non-concealed freestanding WCF are those facilities that are readily identifiable as such, and include, but are not limited to, the following: guyed, lattice, or monopole antenna support structures.

a. **Antenna support structure.** WCF shall be limited to monopole type antenna support structures, unless the applicant demonstrates that such design is not feasible to accommodate the intended users.

b. **Height**. The maximum height shall be limited to a total of one hundred (100) feet. However, the maximum height may exceed 100 feet, but shall not exceed 150 feet, if the subject WCF is located within an M-1 or PID zoning district, and located in excess of 1,000 feet from a residential use.

c. **Setbacks** WCF and their equipment compounds shall be subject to a minimum setback distance equal to the height of the proposed antenna support structure. However, the minimum setback distance shall be at least two (2) times the height of the WCF structure from the property line of any adjacent residential use. In REC and PU districts, the minimum setback distance shall be three (3) times the height of the WCF structure from the property line of any adjacent residential use.

d. **Design**.

(1) Antenna support structures shall maintain a galvanized gray finish or other approved compatible color, except as required by federal rules or regulations.

(2) New antenna mounts shall be flush-mounted, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area.

4**.** **Mitigation of Existing WCF**. Mitigation is a modification to an existing antenna support structure to increase the height, or to improve its integrity, or to replace or remove one or several antenna support structures located in proximity to a proposed new antenna support structure, in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.

a. **Determination of Need**. WCF mitigation shall accomplish a minimum of one of the following: reduce the number of WCF; reduce the number of nonconforming WCF; replace existing WCF to reduce visual obtrusiveness; or replace existing WCF with new WCF to promote greater co-location opportunities or improve network functionality, resulting in compliance with this ordinance.

b. **Height**. The height of WCF approved for mitigation shall not exceed the maximum height limitations of this section based on the type of WCF and the zoning district. Replacement WCF with an increased height shall require City Commission approval.

c. **Setbacks**. New WCF approved for mitigation of existing WCF shall be constructed on site within close proximity to existing WCF at the same or greater setbacks than previously established. All proposed accessory equipment buildings shall comply with established setbacks for existing WCF without increasing nonconformity.

d. **Buffers**. At the time of mitigation, equipment compounds shall be brought into compliance with the screening and buffer requirements of this section.

e. **Design**. Mitigated antenna support structures shall comply with the provisions herein to reduce nonconformity and minimize adverse effects on the landscape and adjacent properties, with specific design considerations as to WCF type, height, scale, color, texture, and architectural design of the buildings on the same and adjacent lots.

5. **Antenna Element Replacement or Repair.** Any repair or replacement of an existing antenna or antenna array with another of like size and shape that will not alter the structural integrity of the support structure, shall be exempted from further review provided that a notarized certification shall be submitted by a qualified technician stating that the replacement will not alter the structural integrity of the support structure, and that any changes will not affect the electrical specifications.

6. **Co-location**. Co-location means the practice of installing and operating multiple wireless carriers, service providers, and/or radio common carrier licensees on the same antenna support structure or attached WCF using different and separate antenna, feed lines and radio frequency generating equipment.

a. **Height**. Co-located or combined WCF shall not increase the height of an existing antenna support structure.

b. **Setbacks**.

(1) Ground equipment to be located in conjunction with co-location shall comply with the setback requirements depending on the type of WCF, and zoning district in which it is located.

(2) Co-location of antenna on WCF approved prior to this ordinance may locate proposed accessory equipment buildings within existing equipment compound enclosures, provided the minimum established setbacks of existing WCF are met.

c. **Design**. New antenna mounts shall be flush-mounted onto existing WCF, unless it is demonstrated through RF propagation analysis that flush-mounted antennas will not meet the network objectives of the desired coverage area.

d. **Buffers**. At the time of installation of additional equipment to WCF, the equipment compound shall be brought into compliance with the screening and buffer requirements of this section.

TABLE 3-29. Zoning Districts and Affiliated Process.

Zoning District	Concealed Attached WCF 1	Non-concealed Attached WCF 2	Concealed Freestanding WCF 4	Non-concealed Freestanding WCF 4	Mitigation of Existing WCF 7	Antenna Element Replacement	Co-location 8
R-1			CC 3		AD	AD	AD
R-2		~~AD~~	CC 3		AD	AD	AD
R-3	AD	~~AD~~	CC 3		AD	AD	AD
PUD	AD	~~AD~~	CC 3		AD	AD	AD
IPUD	AD	~~AD~~	CC 3		AD	AD	AD
MHPD			CC 3		AD	AD	AD
C-1		AD	CC		AD	AD	AD
C-2		AD	CC		AD	AD	AD
C-3	AD	AD	CC		AD	AD	AD
C-4	AD	AD	CC		AD	AD	AD
CBD	AD	AD	CC		AD	AD	AD
PCD	AD	AD	CC		AD	AD	AD
REC	AD	AD	CC	CC 5,6	AD	AD	AD
PU	AD	AD	CC	CC 5,6	AD	AD	AD
SMU	AD	AD	CC		AD	AD	AD
MU-L-1	AD	AD	CC		AD	AD	AD
MU-L-2	AD	AD	CC		AD	AD	AD
MU-L-3	AD	AD	CC		AD	AD	AD
MU-4	AD	AD	CC		AD	AD	AD
MU-H	AD	AD	CC		AD	AD	AD
PID	AD	AD	CC	CC	AD	AD	AD
M-1	AD	AD	CC	CC	AD	AD	AD

Legend:
AD - Administrative (Staff) Approval
CC - City Commission (Public Hearing) Approval
Blank - Not Allowed

Footnotes:

1 Concealed attached WCF shall only be allowed on building features that are a minimum of 40 feet in height, not to exceed 15 feet above the roofline.

2 Non-concealed attached WCF are allowed on ~~utility poles and freestanding lights within a public right-of-way, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company~~ private property or publicly-owned property, excluding public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended.

3 Concealed Freestanding WCF in residential districts shall only be allowed on lots of one (1) acre or more that have a nonresidential use (school, church)

4 A minimum separation of 750 feet is required between freestanding WCF. Freestanding requires conditional use approval. In industrial districts, except where prohibited in a mixed-use pod with a residential component within a PID, the maximum height shall be limited to 100 feet if located less than 1,000 feet from a residential use, and 150 feet if located in excess of 1,000 feet from a residential use.

5 Only when located on City-owned property of two (2) acres or more.

6 Restricted to a maximum height of 100 feet. A setback of three (3) times the height of WCF structure required from the property line of an adjacent residential use.

7 Replacement WCF with increased height requires public hearing approval.

8 Administrative approval unless on City-owned site and the lease requires each Tenant to have a separate lease with City (each lease requires City Commission approval as a lease amendment), or the lease requires written consent letter (City Commission consent agenda).

~~**Zoning Districts:**~~

~~R-1 Single-Family Residential~~
~~R-2 Duplex Residential~~
~~R-3 Multi-Family Residential~~
~~PUD Planned Unit Development~~
~~IPUD Infill Planned Unit Development~~
~~MHPD Mobile Home Planned Development~~
~~C-1 Office Professional~~
~~C-2 Neighborhood Commercial~~
~~C-3 Community Commercial~~
~~C-4 General Commercial~~
~~CBD Central Business District~~
~~PCD Planned Commercial Development~~
~~REC Recreation~~
~~PU Public Usage~~
~~M-1 Light Industrial~~
~~SMU Suburban Mixed Use~~
~~MU-L-1 Mixed Use Low Intensity 1~~
~~MU-L-2 Mixed Use Low Intensity 2~~
~~MU-L-3 Mixed Use Low Intensity 3~~
~~MU-HMixed Use High~~
~~PID Planned Industrial Development~~

TABLE 3-30. Maximum Heights of WCF

Zoning District	Concealed Attached WCF	Non-concealed Attached WCF	Concealed Freestanding WCF	Non-concealed Freestanding WCF	Mitigation of Existing WCF	Antenna Element Replacement	Co-location
R-1			55' 3,4		7	7	7
R-2		~~2~~	55' 3,4		7	7	7
R-3	1	~~2~~	55' 3,4		7	7	7
PUD	1	~~2~~	75' 3,4		7	7	7
IPUD	1	~~2~~	75' 3,4		7	7	7
MHPD			55' 3,4		7	7	7
C-1		2	55' 4		7	7	7
C-2		2	55' 4		7	7	7
C-3	1	2	75' 4		7	7	7
C-4	1	2	75' 4		7	7	7
CBD	1	2	130' 4		7	7	7
PCD	1	2	75' 4		7	7	7
REC	1	2	100' 4	100' 4,5,6	7	7	7
PU	1	2	100' 4	100' 4,5,6	7	7	7
SMU	1	2	70' or less 4		7	7	7
MU-L-1	1	2	70' or less 4		7	7	7
MU-L-2	1	2	70' or less 4		7	7	7
MU-L-3	1	2	70' or less 4		7	7	7
MU-4	1	2	70' or less 4		7	7	7
MU-H	1	2	70' or less 4		7	7	7
PID	1	2	100-150' 4	100-150' 4	7	7	7
M-1	1	2	100-150' 4	100-150' 4	7	7	7

Footnotes:

1 Concealed attached WCF shall only be allowed on buildings that are a minimum of 40 feet in height, not to exceed 15 feet above the roofline, and exclude public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended. .

2 Non-concealed attached WCF are allowed only on ~~utility poles and~~ freestanding lights that are more than 40 feet in height ~~and located within a public right-of-way (subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company)~~ or on existing ball park light poles that are more than 50 feet in height, excluding public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended. . The total length of any antenna shall not exceed ~~15~~ 10 percent of the height of the existing ~~utility or~~ light pole.

3 Freestanding WCF in residential districts shall only be allowed on lots of one (1) acre or more that have a nonresidential use (school, church, etc.). Maximum height is limited to 25 feet above the maximum building height of the zoning district.

4 A minimum separation of 750 feet is required between freestanding WCF. In industrial districts, except where prohibited in a mixed-use pod with a residential component within a PID, the maximum height shall be limited to 100 feet if located less than 1,000 feet from a residential use, and 150 feet if located in excess of 1,000 feet from a residential use. In all mixed-use districts height is limited to approved building height or 70 feet whichever is less.

5 Only when located on City-owned property of two (2) acres or more.

6 Restricted to a maximum height of 100 feet. A setback of three (3) times the height of WCF structure required from the property line of an adjacent residential use.

7 Shall comply with maximum height per table based on WCF type and zoning district. Any additional height requires public hearing approval.

TABLE 3-31. Setbacks and Separation Between WCF

Zoning District	Concealed Attached WCF	Non-concealed Attached WCF	Concealed Freestanding WCF	Non-concealed Freestanding WCF	Mitigation of Existing WCF	Antenna Element Replacement	Co-location
R-1			3, 4		6		7
R-2		~~2~~	3, 4		6		7
R-3	1	~~2~~	3, 4		6		7
PUD	1	~~2~~	3, 4		6		7
IPUD	1	~~2~~	3, 4		6		7
MHPD			3, 4		6		7
C-1		2	3, 4		6		7
C-2		2	3, 4		6		7
C-3	1	2	3, 4		6		7
C-4	1	2	3, 4		6		7
CBD	1	2	3, 4		6		7
PCD	1	2	3, 4		6		7
REC	1	2	3, 4	4, 5	6		7
PU	1	2	3, 4	4, 5	6		7
SMU	1	2	3, 4		6		7
MU-L-1	1	2	3, 4		6		7
MU-L-2	1	2	3, 4		6		7
MU-L-3	1	2	3, 4		6		7
MU-4	1	2	3,4		6		7
MU-H	1	2	3, 4		6		7
PID	1	2	3, 4	4, 5	6		7
M-1	1	2	3, 4	4, 5	6		7

Footnotes:

1 Concealed attached WCF shall be subject to the setbacks of the underlying zoning district. When located on a nonconforming building or structure, then the existing nonconforming setback shall apply. Excludes location in public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended. .

~~2 Nonconcealed attached WCF are not subject to setbacks, however, equipment cabinets or compounds for WCF shall be designed and located in such a manner as to not interfere with the subject right of way or its primary utilization.~~ Non-concealed attached WCF are allowed on ~~utility poles and freestanding lights within a public right-of-way, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company~~ private property or publicly-owned property, excluding public rights-of-way which are regulated by Part II of the City's Code of Ordinances, Chapter 25.1 as amended.

3 Concealed freestanding shall be set back one-half the height of the antenna support structure from all property lines, however, in all instances the minimum setback from the property line or the boundary of a residential component within a mixed-use pod, shall be at least one and one-half (1.5) times the height of the entire proposed WCF structure.

4 A minimum separation distance of 750 feet between proposed and existing freestanding WCF is required.

5 Nonconcealed freestanding WCF and their equipment compounds shall be subject to a minimum setback distance equal to the height of the proposed antenna support structure. However, the minimum setback distance shall be at least two (2) times the height of the WCF structure from the property line of any adjacent residential use. In REC and PU districts, the minimum setback distance shall be three (3) times the height of the WCF structure from the property line of any adjacent residential use.

6 New WCF approved for mitigation of existing WCF shall be constructed on site within close proximity to existing WCF at the same or greater setbacks than previously established. All proposed accessory equipment buildings shall comply with established setbacks for existing WCF without increasing nonconformity.

7 Ground equipment to be located in conjunction with co-location shall comply with the setback requirements depending on type of WCF, and zoning district in which it is located.

E. Submittal Requirements. A completed application and filing fee with all required documents as specified on the application checklist, including but not limited to, signed and sealed site plans, antenna support structure elevations, and landscape plans shall be submitted to the Planning and Zoning Division.

F. Approval Process.

1. **Pre-application Meeting.** Prior to leasing or purchasing facilities, the WCF service provider is required to meet with the Director of Planning and Zoning or designee to determine the type of approval process, and to review the merits of potential locations.

2. **Administrative Approval**. The approval of WCF subject to administrative review as identified in Table 3-29 shall be processed as a minor site plan modification in accordance with Chapter 2, Article II, Section 2.F.7.c. If the Director of Planning and Zoning or designee determines that the application and documentation fail to meet the intent of this ordinance, the City may, in writing, deny the request. Applicants who have been denied a request for a WCF may formally appeal such denial to the City Commission in accordance with Chapter 1, Article VIII.

3. **City Commission Approval**. Approval of WCF subject to City Commission public hearing review as identified in Table 3-29 shall be processed in accordance with Chapter 2, Article I, Section 4.

4. **Review Criteria.** The WCF shall comply with the regulations and requirements of this section. Notwithstanding compliance with the aforementioned, for WCF applications requiring public hearings, the City Commission shall also consider the following:

a. Height of the proposed WCF;

b. Nature of use(s) on adjacent and nearby properties;

c. Surrounding tree coverage and foliage;

d. Design of the WCF, particularly with respect to design attributes having the effect of reducing or eliminating visual obtrusiveness; and

e. Proposed ingress and egress.

5. **Conditions of Approval**. In granting an approval, the City may impose conditions necessary to minimize any adverse effect of the proposed WCF on adjoining properties.

G. Publicly-Owned Property.

1. **Agreements**. If an applicant requests a permit to locate a WCF on City-owned property ~~within a City right-of-way~~, the permit granted hereunder shall not become effective until the applicant and the jurisdiction have executed a written agreement or lease in a form acceptable to the City Attorney

setting forth the particular terms and provisions under which the permit to occupy and use the public lands of the jurisdiction will be granted, and releasing the City from all liability regarding WCF.

2. **Occupancy or Use**. No permit granted under this section shall convey any exclusive right, privilege, permit, or franchise to occupy or use the publicly-owned sites of the jurisdiction for delivery of telecommunications services or any other purpose.

a. No permit granted under this section shall convey any right, title or interest in the public lands, but shall be deemed a permit only to use and occupy the public lands for the limited purposes and term stated in the grant. Further, no permit shall be construed as a conveyance of a title interest in the property.

H. Interference with Public Safety WCF. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and it believes that such interference has been or is being caused by one or more WCF, the following steps shall be taken:

1. **Notification**. The City shall provide notification to all WCF service providers operating in the jurisdiction of possible interference with the public safety communications equipment. Upon such notification, the owners shall use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference if the WCF owner is operating outside of its FCC frequencies.

2. **Reimbursement**. If any WCF owner is operating outside of its assigned FCC frequencies, or if the FCC makes a determination that the WCF is operating outside of its frequencies and causing radio frequency interference with the City public safety communications equipment, the owner who fails to cooperate and/or the owner of the WCF which caused the interference due to operating outside of its licensed frequencies shall be responsible, upon FCC determination of radio frequency interference, for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the jurisdiction to determine the source of the interference.

I. Annual Registration and Certification. WCF owners shall file annually with the Director of Planning & Zoning or designee a declaration as to the continuing operation (with active antennas) of their facilities located within the City. Said declaration shall include a listing of all WCF users, names, and mailing addresses, and any additional information deemed appropriate by the City.

1. **Continued Structural Integrity**. Within sixty (60) days following a catastrophic act of God or other emergency that affects the structural integrity of the antenna support structure, a certification of continued structural integrity (i.e., a statement that a thorough and complete inspection of WCF was conducted and WCF and ancillary facilities are and will continue to perform as originally designed), certified by a qualified and licenses professional engineer, shall also be filed with the Director of Planning & Zoning or designee.

2. **Failure to File**. Failure to timely file either the annual declaration or the certification shall mean that WCF is deemed to be abandoned, unused, or unsafe, thus subject to removal.

J. Removal of Abandoned, Unused, or Unsafe WCF. The intent and purpose of this subsection is to address the compelling public interest in ensuring that WCF are promptly disassembled, dismantled, and removed once they are no longer used. There may be substantial risk that WCF may cease being used in

large numbers if there is a concentration or consolidation of competitors within the industry or if even newer technologies arise, obviating the need for antenna support structures.

WCF that are abandoned or unused for a period of one hundred twenty (120) days shall be removed as follows:

1. **Notice of Abandonment**. WCF owners shall submit a copy of the "Notice of Intent to Abandon" required by the FCC to the Director of Planning and Zoning or designee, and remove its own equipment, including but not limited to the antenna support structure, antennas, generators, and service facilities or cabinets, within ninety (90) days of the cessation of use. WCF owners shall return the site to its natural state, or consistent with the current use of the land at the time of removal; or

2. **Notice of Different Provider**. WCF owners shall notice the Director of Planning and Zoning or designee that the provider's obligations for its equipment in the right-of-way or public easement or private property under this section have been lawfully assumed by another provider who will make actual use of the WCF within thirty (30) days; or

3. **Proposal for Transfer to City**. WCF owners shall submit to the Director of Planning and Zoning or designee a proposal and instruments for transferring ownership of its equipment to the City. If a provider proceeds under this clause, the City may, at its option:

a. Assume ownership of the equipment for a ten ($10.00) dollar nominal consideration to provider; or

b. Require the provider, at provider's expense, to remove it; or

c. Require the provider to post a bond in an amount sufficient to reimburse the city for reasonably anticipated costs to be incurred in removing the equipment. Equipment of a provider who fails to comply with the preceding sentence and which for six (6) months remains unused shall be deemed abandoned. Abandoned equipment is deemed to be a nuisance. The City may exercise any remedies and rights has at law or in equity, including but not limited to, (1) abating the nuisance, (2) taking possession of the equipment and restoring it to working condition, or (3) requiring removal of the equipment by the provider or by the provider's surety under any required maintenance bond ~~required by the Code of Ordinances~~.

~~4. **Exceptions**. WCF used for other purposes, including but not limited to, light standards and power poles, may be exempt from this provision, subject to the requirement that all equipment except the antenna support structure itself be removed or abandoned as set forth above.~~

K. **Inspection.** The City reserves the right to require additional inspections if there is evidence that the tower has a safety problem or is exposed to extraordinary conditions. Inspections shall be conducted by a registered engineer. Based upon the results of an inspection, the Building Official may require repair or removal of the WCF. Should the City have reason to believe WCF is not in compliance with applicable building and electrical codes, the City may conduct periodic inspections of the site to ensure structural and electrical integrity.

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-021

TO: Chair and Members
Planning & Development Board

FROM: Kathleen Hatcher
Senior Planner

DATE: March 20, 2018

RE: Approve (CDRV 18-001) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 3. Zoning, Article V. Supplemental Regulations:
Section 12. Satellite Earth Stations and Antennas to insert provisions for HAM radio towers and antennas consist with FCC requirements, and
Section 13. Wireless Communications Facilities (WCF) to implement regulations consistent with State legislation known as the Advanced Wireless Infrastructure Deployment Act that regulates WCF within public rights-of-way.

EXPLANATION

The above-referenced code revisions are necessary in order to update the Land Development Regulations to correspond with proposed amendments to Part II of the City Code of Ordinances, Chapter 25.1 "Communications Rights-of-Way" (see accompanying Ordinance). On June 23, 2017 the Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations regarding communications facilities in the public rights-of-way. The proposed amendments to the Code of Ordinances Part II Chapter 25.1 Communications Facilities in Rights-of-Way implement the new regulations of the Act. Further amendments are necessary to Part III Land Development Regulations so that WCF regulations in the LDR do not conflict with the Part II amendments.

Proposed code revisions to Part II of the City Code of Ordinances establish uniform standards and guidelines for the siting, design, and permitting of communication towers, communication antennas, and wireless communication facilities sited within public rights-of-way. The proposed amendments also establish review procedures to ensure that applications for towers and related equipment are processed consistent with state and federal law. The proposed regulations require that individuals and entities seeking permits to conduct any type of excavation, construction or other activity for communications facilities in public rights-of-way do so in a safe, expeditious, and professional manner to protect the public health, safety, aesthetics, and general welfare in the community. The recommended amendments also seek to minimize visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility.

Current regulations in the LDR allow wireless communications facilities (WCF) to be located in public rights-of-way as "non-concealed attached WCF" which are antennas attached to utility poles and freestanding lights at least 40 to 50 feet in height, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company. With the ever-increasing public demand for capacity, speed, and reliability, wireless carriers are now reducing the

traffic on each macro-cell tower site by building a number of smaller sites with shorter transmission and receiver distances. These microcell towers are typically one-half the height of a standard cell tower and placed closer together to provide more consistent coverage to areas. There are currently no applications formally submitted to the City for the new technology of microcell towers within rights-of-way, but there is interest and applications are expected in the very near future. These code amendments would provide standards whereby microcell structures can be allowed while preventing negative impacts on the character of residential neighborhoods or property values, or any threat to public safety.

Proposed revisions to Part II Chapter 25.1 include design standards that require communications facilities within rights-of-way to be placed underground or to be designed as concealed (stealth) microcell towers where the antennas and associated equipment are housed within the base of the pole or the pole itself (see attached exhibits for examples) and they do not exceed the height of adjacent utility or light poles in the right-of-way.

The proposed revisions to the LDR would also expand Chapter 12 to amend the regulations on television antennas and amateur ham radio antennas to update terminology, restrict the number allowed, and establish height limits and setbacks while respecting preemption regulations by the Federal Communications Commission (FCC). The FCC's "PRB-1" is their declaratory ruling requiring that local zoning **laws** reasonably accommodate amateur antennas and support structures with minimal regulation and without unreasonable restrictions. It further reads that such regulations "…must constitute the minimum practicable regulation to accomplish the state or local authority's legitimate purpose". Due to the vague character of the FCC regulation, some jurisdictions have avoided any specific standards applicable to HAM towers and antennas and merely reference their objective to accommodate such communications systems consistent with the FCC directives. While many other cities and counties have adopted quantifiable standards as well as the provision to consider tower applications that fail to comply with such standards through the reasonable accommodation process. Staff has drafted amendments consistent with this latter format of regulations to provide some limits and structure as well as to ensure ultimate compliance FCC PRB-1.

Additional revisions to the LDR Chapter 13 Wireless Communications Facilities (WCF) refer applicants to Part II Chapter 25.1 for all regulations pertaining to WCF within public rights-of-way. The WCF revisions also clarify that non-concealed attached WCF are now only those located on publicly or privately-owned lots (not in public rights-of-way) and would be limited to poles at least 50 feet in height (such as ballpark lights). In addition, non-concealed WCF would not be allowed in residential zoning districts and would be limited to a height increase of ten (10) percent of the pole height when antennas are attached.

PROPOSED AMENDMENTS

A summary of the proposed amendments are as follows:

Section 12 - Amateur Radio and Television Antennas

- Update code terminology consistent with the industry;
- Allow Amateur Radio/CB antennas as accessory only in conjunction with a single family use;
- Simplify / clarify height standards for Citizens Band and TV towers by including only one standard for both freestanding and mounted towers, and maintaining maximum height as a factor of roof height (maximum of 15 feet higher than the roof (peak) height up to 40 feet);

- Insert provisions for reasonable accommodation for HAM tower applications that fail to satisfy the development standards, in compliance with FCC requirements;
- Maintaining setbacks for amateur radio/CB antenna support structures consistent with the structure setbacks in the zoning district, and establish a minimum setback from easements of 10 feet; and,
- Exempt TV satellite dishes 40 inches or less in diameter for single-family residential districts.
- Clarify requirements (process, number, location, setbacks, screening, and height) for single-family/duplex districts, multi-family residential district, and non-residential and mixed use zoning districts.

Section 13 - Wireless Communications Facilities (WCF)

- Reference WCF in public rights-of-way are subject to regulations of Part II Chapter 25.1;
- Revise non-concealed attached WCF to be on poles a minimum of 50 feet in height located on publicly or privately owned lots (not in rights-of-way);
- Update tables to prohibit non-concealed attached WCF in residential zoning districts; and,
- Update tables to add the recently approved new MU-4 zoning district.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to Chapter 3 Article V Sections 12 – 13 of the LDR to implement new state legislation known as the Advanced Wireless Infrastructure Deployment Act and establish review procedures to ensure that applications are acted upon consistent with state and federal law. Proposed amendments to these regulations are to minimize visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility.

Attachments

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-038 - Commission to consider a land sale agreement to Leisureville for land parcel adjacent to Palm Beach Leisureville. ***(Tabled to the April 3, 2018 Commission Meeting)***

EXPLANATION OF REQUEST:
At the February 6, 2018 City Commission Meeting, the Commission directed the City Attorney to draft an Agreement for Purchase and Sale between the City and Palm Beach Leisureville Community Association, Inc. for a land parcel adjacent to Palm Beach Leisureville for the sales price of $24,999.

In addition to the sales price of $24,999, the commission requested a couple of other restrictions:

- Land to be maintained as a park, open space, recreational facility, etc., Commission needs to determine what use they would like to see this land in the attached agreement the land is referred to as a traditional park.
- Also, to allow City to have reversionary rights to the property if it is not developed in specific time period, this period needs to be determined. i.e. 1, 2, 3 or 5 years.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted City would realize $24,999 from proposed land sale.

ALTERNATIVES: Do not approve agreement

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Purchase and Sale Agreement with Palm Beach Leisureville
Agreement	Agreement for Purchase and Sale with Leisureville
Letter	Request for postponement
Attachment	3-29-18 Leisureville Email

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND PALM BEACH LEISUREVILLE COMMUNITY ASSOCIATION, INC., TO CONVEY A VACANT PARCEL OF LAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a request from Palm Beach Leisureville Community Association, Inc. to purchase a vacant lot adjacent to Palm Beach Leisureville; and

WHEREAS, at the February 6, 2018 City Commission meeting the City Commission directed the City Attorney to draft an Agreement for Purchase and Sale between the City and Palm Beach Leisureville Community Association for a sales price of $24,999; and

WHEREAS, staff is recommending to convey title of the parcel to Palm Beach Leisureville Community Association, Inc.; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the Mayor to sign a Purchase and Sale Agreement with Palm Beach Leisureville Community Association, Inc. to convey a vacant parcel of land adjacent to Palm Beach Lesiureville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission does hereby approve and authorize the Mayor to sign a Purchase and Sale Agreement with Palm Beach Leisureville Community Association, Inc. to convey title to a vacant parcel of land adjacent to Palm Beach Leisureville (PCN #08-43-45-29-00-000-1040), a copy of the Agreement is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(City Seal)

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (**"Agreement"**) is dated as of the Effective Date (as defined in Section 31) and entered into by the City of Boynton Beach ("**Seller**"), and Palm Beach Leisureville Community Association, Inc., a Florida not-for-profit corporation, and/or its assigns ("**Buyer**").

BACKGROUND:

A. Seller is currently the owner of approximately 3.62 acres (+/-) of unimproved land in Boynton Beach, Florida which is located in Palm Beach County, Florida, and which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("**Property**"). The legal description of the Property shall be subject to verification by a survey prior to the expiration of the Investigation Period, as defined in Section 4 herein.

B. The Property is being acquired with the primary intent of developing a Park/Recreational Facility on the Property and/or in accordance with any other permitted use consistent with the use of the Property pursuant to the Zoning Regulations or Code of Ordinances applicable to the City of Boynton Beach, together with associated amenities, parking and other property features (the "**Contemplated Improvements**").

C. The parties to this Agreement have agreed to the sale and purchase of the Property on the terms and conditions which are set forth in this Agreement.

AGREEMENT:

1. **Purchase and Sale**. Subject to all of the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller the Property, together with all appurtenances, rights and development rights of way incident thereto, including, without limitation, all easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Property, if any (collectively, the "**Property**"):

2. **Purchase Price**.

(a) The total purchase price for the Property is Twenty Four Thousand Nine Hundred Ninety Nine and No/100 Dollars ($24,999.00) ("**Purchase Price**").

(b) Deposit. On the third business day following the Effective Date (as defined in Section 31), the Buyer shall deposit with Goren, Cherof, Doody & Ezrol, P.A. (**"Escrow Agent**") the sum of One Thousand and 00/100 DOLLARS ($1,000.00) (**" Deposit**").

(c) Payment of Purchase Price. At the time of Closing, the Buyer will pay to Seller by wire transfer of funds the Purchase Price as adjusted for prorations and adjustments as set forth in this Agreement.

3. **Title and Title Insurance**.

(a) Within five (5) days of the Effective Date as hereinafter defined, Buyer shall, at its sole cost, cause Buyer's Counsel or such other party designated by the Buyer as agent for a national title insurance company selected by Buyer, to order a standard owner's preliminary title commitment ("**Title Commitment**") which shall describe the Property, list Buyer, or Buyer's assignee, as the prospective named insured, show as the policy amount the Purchase Price, contain the commitment of the title company to insure Buyer's fee simple interest in the Property upon the Closing, and show that title to the Property is good and marketable and insurable subject to no liens, encumbrances, exceptions or qualifications which would preclude the Buyer, in its sole discretion, from constructing and developing the Contemplated Improvements upon the Property.

(b) Buyer shall have ten (10) days from receipt of the Title Commitment in which to examine the condition of title and make its written objections ("**Title Objections**") to the form or content of the Title Commitment by providing written notice to Seller setting forth the Title Objections ("**Objection Letter**"). If the Buyer fails to provide the Objection Letter to Seller within such time period, then, for all purposes of this Agreement, the Buyer shall be deemed to have accepted title in the condition described in the Title Commitment. Any title exceptions which are not objected to within such time period shall be deemed to be acceptable to Buyer and permitted exceptions ("**Permitted Exception**s").

(c) If the Buyer timely notifies the Seller of any Title Objections, then the Seller agrees to use reasonable diligence to cure such Title Objections and otherwise make title good, marketable and insurable, for which purpose the Seller shall have a reasonable time but in no event less than Ten (10) days prior to the Closing Date. Unless otherwise agreed to, in no event shall Seller be obligated to prosecute legal action to cure any title defects or expend more than $5,000.00 in curing such defects. After reasonable diligence on the part of the Seller, if the Title Objections are not cured (as determined by Buyer), then at the end of such Ten (10) day period Buyer may elect to (i) terminate this Agreement and the Deposit shall be returned to Buyer, and all parties hereto shall be released from any and all obligations and liabilities hereunder or (ii) waive any Title Objections, by written notice to the Seller, in which event such Title Objections shall be deemed Permitted Exceptions and the Closing shall take place pursuant to this Agreement without any abatement in the Purchase Price. If Buyer fails to notify Seller of either election under the preceding sentence within such Ten (10) day period, then Buyer shall be deemed to have waived any such Title Objections. If Buyer timely delivers a Title Objection Notice, then, within five (5) days after receipt thereof, Seller shall give to Buyer a written notice (the "**Title Cure Notice**") that identifies which, if any, title defects objected to (i) Seller agrees to cure on or before the Closing Date, and (ii) Seller does not agree to, or cannot, cure; it being understood and agreed that Seller shall not be obligated to cure any defects, accept as provided herein. If Seller gives Buyer notice that Seller will not, or cannot, remove one or more title objections, then Buyer shall have the right, at its option, either to (x) terminate this Agreement by notice to Seller given within five (5) days after receipt of the Title Cure Notice, which event the Escrow Agent, within three (3) Business Days of receiving such notice, shall return the Deposit and all interest earned thereon (if any) to Buyer, whereupon both parties shall be released from all further obligations under this Agreement, or (y) proceed to close the transaction contemplated by this Agreement, in which event Buyer shall waive

Buyer's objections. Seller shall satisfy all "requirements" imposed on Seller as set forth in Schedule B-I of the Title Commitment prior to the Closing Date (as defined in Section 7). Notwithstanding anything to the foregoing herein, Seller shall be required to satisfy, discharge or bond over liens, encumbrances or other monetary items which can be satisfied by the payment of an ascertainable sum.

(d) In the event that any matter shall be recorded against the Property between the date of the Title Commitment and the Closing Date, which is not contained in the Title Commitment ("**New Matter**"), then each such New Matter shall be deemed to be objectionable to Buyer and shall be removed by Seller promptly upon Buyer's request, but in all events, prior to the Closing Date.

4. **Investigation Period**.

(a) Within fifteen (15) calendar days after the Effective Date, Seller shall provide Buyer with any and all relevant information relating to the Property which is in Seller's possession, custody or control, including but not limited to all surveys, topographical maps, soil borings reports, traffic studies, agreements, environmental reports, appraisals, site planning concepts, permits, leases, contracts, project approvals, property tax bills, regulations and or other governmental or quasi-governmental matters affecting the Property. In addition, Seller shall deliver to Buyer any additional information with respect to the Property within ten (10) calendar days of the Seller's receipt thereof. Commencing on the Effective Date and expiring Forty Five (45) days thereafter (the "**Investigation Period**"), Buyer shall determine whether the Property is acceptable to Buyer and can be developed with the Contemplated Improvements pursuant to a plan satisfactory to the Buyer, in its sole and absolute discretion. Among other things, the Buyer may verify that (a) adequate utility services are or will be made available to a boundary of the Property; (b) there are no unusual soil conditions which would prohibit the standard construction practice for Buyer's Contemplated Improvements; (c) there an no wetlands or environmental concerns. During the term of this Agreement, Buyer and Buyer's contractors, consultants, employees, and other representatives shall have the right to conduct, at their own expense, inspections of the Property in order to determine if the Property is acceptable to Buyer in its sole discretion. Seller hereby grants to Buyer and its agents, servants, employees, contractors and representatives, a right of entry upon every portion of the Property, and a right to examine all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller or other matters pertaining to the Property (and Seller hereby agrees to make any and all records, documents, data or information of any kind or nature relating to or concerning the Property in the possession or under the control of Seller available to Buyer) from time to time at all reasonable times for the purpose of inspecting the Property. Such inspections shall include, but not be limited to, surveying, environmental studies, soil borings, wetlands assessments, and utilities and site planning studies. Seller confirms and acknowledges that such inspections and testing will be a necessary part of the due diligence to be performed by the Buyer. During the Investigation Period the Buyer will prepare and submit to Seller's staff a more detailed site plan for the Contemplated Improvements and will work with Seller's staff to refine the proposed site plan. After working with Seller's staff, Buyer shall submit its proposed site plan to the City Commission of Boynton Beach for its review and comment.

(b) The Buyer hereby indemnifies and holds the Seller harmless from any loss, cost or expense including, but not limited to reasonable attorney's fees and out-of-pocket costs actually incurred by the Seller as a result of the negligence or misconduct of any of Buyer's agents who enter the Property. The indemnification provided herein shall survive any termination or closing under this Agreement. Buyer shall have no indemnification obligation or other liability for, or in connection with any claims arising from pre-existing conditions on or under the Property, or those arising from the presence, discovery, or disturbance of "**Hazardous Substances**" as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.'9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and shall include oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. '1251 et seq. and the regulations promulgated thereunder (as amended from time to time), the Resource, Conservation and Recovery Act, 42 U.S.C. '6901 et seq., and the Florida Resource Recovery and Management Act, Florida Statutes '403.70-403.73, each as amended from time to time and shall include any other elements or compounds contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "**EPA**") and the list of toxic pollutants designated by Congress or the EPA as defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree relating to standards of conduct concerning any toxic or dangerous waste or substance.

(c) Notwithstanding anything to the contrary contained in this Agreement, in the event that Buyer, in its sole and absolute discretion, is satisfied with the results of its inspections, Buyer may elect to proceed with the transaction described herein by providing written notice to Seller no later than the expiration of the Investigation Period ("**Acceptance Notice**"). If Buyer does not provide Seller with the Acceptance Notice on or before the expiration of the Investigation Period, then the Deposit shall be automatically returned to Buyer, and this Agreement shall be deemed terminated and shall be null and void without recourse to either party hereto, except for those obligations which expressly survive the termination of this Agreement. In the event Buyer timely sends the Acceptance Notice on or before the expiration of the Investigation Period, then Buyer shall be deemed to have elected to proceed with this Agreement and to be satisfied with its inspections. In addition, Buyer shall have the right, in Buyer's sole and absolute discretion, at any time on or before the expiration of the Investigation Period, to terminate this Agreement by sending written notice of such termination to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, and this Agreement shall be deemed terminated and shall be null and void without recourse to either party hereto, except for those obligations which expressly survive the termination of this Agreement as specifically provided for herein.

5. **Closing Date**.

If Buyer proceeds with this transaction following the expiration of the Investigation Period, the purchase and sale contemplated by this Agreement ("**Closing**") shall be closed on the date which is thirty (30) days subsequent to the expiration of the Inspection Period ("**Closing Date**").

6. **Closing Conditions**. The obligations of Buyer to pay the Purchase Price, and to perform Buyer's other obligations at the Closing are and shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

(a) Seller shall have delivered Seller's executed closing documents to Escrow Agent.

(b) Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.

(c) The title company shall be able to deliver at Closing an ALTA Form B Marketability Owner's Title Insurance Policy ("**Title Policy**") insuring Buyer's right, title and interest in the Property in the amount of the Purchase Price, excepting no matters other than the Permitted Exceptions.

(d) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct when made, and shall be true and correct on the Closing Date with the same effect as if made on and as of such date.

(e) Buyer shall be solely responsible for the payment of any and all impact fees in connection with or associated with the Property.

If any of the foregoing conditions benefiting the Buyer have not been satisfied as of the Closing Date, then Buyer may, in Buyer's sole discretion: (i) terminate this Agreement by delivering written notice to the Seller, in which event the Deposit shall be immediately returned to the Buyer or (ii) waive such condition and elect to close, notwithstanding the non-satisfaction of such condition.

7. **Seller's Closing Documents**. Seller shall deliver to the Buyer (and its counsel) at least five (5) days prior to the Closing copies of the following documents, dated as of the Closing Date, the delivery and accuracy of such executed documents which shall be a condition to the Buyer's obligation to consummate the purchase and sale:

(a) Special Warranty Deed. A Special Warranty Deed in recordable form, duly executed by the Seller, conveying to the Buyer good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, with the legal description provided in the Title Commitment. The Special Warranty Deed shall contain a restriction that the Property be used for a traditional park. The failure of Buyer to develop the Property for a traditional park within _____ months after the Closing Date will result in the City exercising a reversionary interest in the Property as set forth in the Special Warranty Deed attached hereto as Exhibit "B" and made a part hereof.

(b) Affidavit. A "gap", no-lien and exclusive possession affidavit sufficient for the title company to delete any exceptions for parties in possession, mechanic's or materialmen's liens and "gap" from the title policy. The no-lien affidavit shall relate to any activity of the Seller at the Property and the Easement Area within the period that a mechanic's lien can be filed based on such activity prior to the closing.

(c) FIRPTA Affidavit. In order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980 ("**FIRPTA**"), Seller will deliver to Buyer at closing Seller's affidavit under penalty of perjury stating the Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986 and the U.S. Treasury Regulations thereunder, setting forth Seller's taxpayer identification number, and that Seller intends to file a United States income tax return with respect to the transfer. Seller represents and warrants to Buyer that it has not made nor does Seller have any knowledge of any transfer of the Property or any part thereof that is subject to any provisions of FIRPTA that has not been fully complied with by either transferor or transferee. As required by law, if Seller fails to comply with the requirement of this paragraph, Buyer shall withhold 10% of the Purchase Price in lieu of payment thereof to Seller and pay it over instead to the Internal Revenue Service in such form and manner as may be required by law.

(d) Seller Authorization. Evidence of Seller's authorization to consummate this transaction, as required by the Title Company.

(e) Seller's obligation to close and deliver the Deed to the Buyer is contingent upon Seller's compliance with all applicable sections of the City's Charter.

(f) Additional Documents. Such additional documents as are customarily required of seller's in transactions of this type in Palm Beach County, Florida or as may be reasonably necessary to consummate the purchase and sale of the Property, together with any other documents, instruments, or agreements call for under this Agreement that have not been delivered previously.

8. **Buyer's Deliveries**. At the Closing, and after the Seller has complied with all of the terms and conditions of this Agreement and simultaneously with Seller's delivery of the documents required in Section 7, the Buyer shall pay to the Seller by wire transfer of funds or local cashier's check, the Purchase Price, adjusted for the prorations, adjustments and other payments provided for in this Agreement. Buyer shall prepare a closing statement which must be approved by both Buyer and Seller.

9. **Taxes, Prorations and Impact Fees**. All taxes attributable to the year in which the Closing occurs shall be prorated and adjusted as of the Closing Date as an adjustment at the Closing (regardless of whether such taxes and special assessments are then due and payable or delinquent, and taking into consideration the maximum allowable discount). If the tax statements for the fiscal year during which the Closing Date occurs are not finally determined, then the assessed value for the year of closing and the millage rate for the immediately prior fiscal year will be used for the purposes of prorating taxes on the Closing Date, with a further adjustment to be made after the Closing Date as soon as such tax figures are finalized. All special assessments which may be amortized over a number of years will be prorated as of the Closing Date, with Seller responsible only for the period ending on the day prior to the Closing Date. Notwithstanding the above, BUYER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the real property for the current year is

higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. The provisions of this Section shall survive the Closing and delivery of the Special Warranty Deed.

10. **Title Update.** Prior to Closing Date the Title Agent shall update the Title, and Title to the Property shall be free of all encumbrances other than the Permitted Exceptions and the Property shall be free of violations of record of any applicable law.

11. **Survey**. Within fifteen (15) calendar days from the Effective Date, Seller shall provide to Buyer (and its counsel) a prior survey with respect to the Property, if one exists, ("**Existing Survey**"), provided Seller has a survey in its possession. During the term of this Agreement, Buyer may, at its option, obtain an update to the Existing Survey, including the Easement Area (such new survey or update to the Existing Survey, as the case may be, the "**Survey**"). If the Existing Survey discloses that the Property lacks access to a public street, or if it shows any gaps, encroachments, overlaps, or other matters that in Buyer's sole judgment render title unmarketable or that preclude construction of the Contemplated Improvements or Buyer's intended signage in the Easement Area("**Unacceptable Survey Matters**"), then Buyer will so notify Seller in writing within prior to the end of the Investigation Period. Any such survey defects shall be deemed Title Objections, and shall entitle or subject, as the case may be, Buyer and Seller to the rights and obligations relating to Title Defects prescribed in the Section above titled "Title and Title Insurance". Any matters reflected on the Existing Survey to which Buyer does not expressly object in Buyer's notice of objections shall be deemed Permitted Exceptions. In the event Buyer elects to obtain a Survey, and such Survey discloses any Unacceptable Survey Matters which were not contained in the Existing Survey, then Buyer will so notify Seller in writing within fifteen (15) days after receipt of the Survey. Any such survey defects shall be deemed Title Objections, and shall entitle or subject, as the case may be, Buyer and Seller to the rights and obligations relating to Title Objections prescribed in the Section above titled "Title and Title Insurance". Any matters reflected on the Survey to which Buyer does not expressly object in Buyer's notice of objections shall be deemed Permitted Exceptions.

12. **Seller's Warranties**. Seller hereby represents and warrants to Buyer as follows:

(a) There are no condemnation or eminent domain proceedings pending or to the best of Seller's knowledge contemplated against the Property or any part thereof, and the Seller has received no notice of the desire of any public authority to take or use the Property or any part thereof.

(b) There are no pending suits or proceedings against or affecting Seller or any part of the Property which (i) do or could affect title to the Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

(c) The Seller has full power and authority, and all necessary governmental actions on behalf of Seller have been taken, to execute and deliver this Agreement and all documents now or hereafter to be delivered by it pursuant to this Agreement, to perform all obligations arising under this Agreement, and to complete the transfer of the Property contemplated by this Agreement. This Agreement has been duly executed and delivered by the Seller and constitutes

a valid, binding and enforceable obligation of the Seller, subject to bankruptcy and other debtor relief laws and principals of equity.

(d) Seller is not, and will not be, a person or entity with whom Buyer is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "**USA Patriot Act**") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "**Anti-Terrorism Laws**"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(e) Seller has no notice or actual knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Property, (ii) any violations of zoning ordinances or other governmental regulations with respect to the Property; (iii) any pending or threatened condemnation proceedings with respect to the Property; or (iv) any suit, action, claim or other proceeding which relates to or affects the Property

(f) No person or entity has any agreement, commitment, option, right of first refusal, right of first offer, or any other right, option or agreement, whether oral or written, with respect to the purchase of the Property or any portions thereof, other than Buyer, pursuant to this Agreement. Prior to Closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed or otherwise transferred by Seller, nor shall Seller enter into any agreement, commitment, option, right of first refusal, or any other right, option or agreement with respect to the purchase of all or any portion of the Property.

(g) Seller has not entered into any leases, options or other occupancy agreements, either written or oral, affecting the Property and Seller has exclusive possession of the Property.

(h) There are no agreements or contracts entered into by Seller affecting the Property that will be binding on Buyer after Closing.

(i) Real Property Sold As Is, Where Is, Release:

SELLER makes and shall make no warranty regarding the title to the Property except as to any warranties which will be contained in the instruments to be delivered by SELLER at Closing in accordance with this Agreement, and SELLER makes and shall make no representation or warranty either expressed or implied (except as specifically set forth in the Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to the Property. The BUYER specifically acknowledges and agrees that SELLER shall sell and BUYER shall purchase the Property on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the SELLER'S representations and warranties specifically set forth in this Agreement, BUYER is not relying on any representations or warranties of any kind whatsoever, express or implied, from SELLER its agents, officers, or employees, as to any matters concerning the Property including, without limitation, any matters relating to (1) the quality, nature, adequacy, or physical condition of the Property, (2) the quality nature, adequacy or physical condition of soils, fill, geology, or any groundwater, (3) the existence,

quality, nature, adequacy or physical condition of utilities serving the Property, (4) the development potential, income potential, expenses of the Property, (5) the Property's value, use, habitability, or merchantability, (6) the fitness, suitability, or adequacy of the Property for any particular use or purpose, (7) the zoning or other legal status of the Property, (8) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-governmental entity or of any other person or entity, including, without limitation, environmental person or entity, including without limitation, environmental laws, (9) the presence of Hazardous Materials (as defined herein) or any other hazardous or toxic matter on, under, or about the Property or adjoining or neighboring property, (10) the freedom of the Property from latent or apparent vices or defects, (11) peaceable possession of the Property, (12) environmental matters of any kind or nature whatsoever relating to the Property, (13) any development order or agreement, or (14) any other matter or matters of any nature or kind whatsoever relating to the Property.

As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials.

13. **Covenants of Seller**. Seller hereby covenants with the Buyer that between the date of this Agreement and the Closing:

(a) Between the date of this Agreement and the Closing Date, Seller will not, without the Buyer's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, mortgages or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Furthermore, Seller shall not market the Property or enter into any contracts, letters of intent, agreements, commitments, options, rights of first refusal, rights of first offer, or any other rights, options or agreements to sell the Property or any portion thereof.

(b) Between the date of this Agreement and the Closing Date, Seller will not file any application for any change of the present zoning classification of the Property unless such change is requested by the Buyer in writing or called for by this Agreement to allow the Property to be developed with the Project. Seller will cooperate fully with the Buyer by executing consents, applications and other such documents reasonably requested by the Buyer in connection with its efforts in developing the Property to a condition such that building may commence.

(c) Upon Seller's receipt of actual knowledge thereof, Seller shall promptly notify Buyer of any material change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller under this Agreement materially untrue or of any covenant of Seller under this Agreement which Seller will be incapable of performing.

(d) Seller shall not enter into any Contracts or other agreement affecting the Property or any portion thereof or the use thereof which will be binding on Buyer or the Property after Closing, without the prior written consent of the Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

(e) In the event that Seller receives or is served, prior to Closing, with any notices from any governmental or quasi-governmental body or agency or from any person or entity with respect thereto, Seller will promptly comply with them at Seller's expense.

(f) Seller shall comply with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property.

(g) So long as Seller is not required to incur any cost or expense with regard thereto (except as is otherwise required pursuant to the terms of this Agreement, including, without limitation the requirements of Paragraph 3 hereof), Seller shall cooperate with Buyer in performing its due diligence with respect to the Property and in seeking any and all consents, permits or approvals regarding the Property as Buyer may request, and Seller shall promptly join in all applications for building permits, certificates or other agreements, and permits for sewer, water, or other utility services, other instruments or other permits or approvals, the granting of or entry into which, by any governmental or quasi governmental authority having jurisdiction over the Property, is, in Buyer's reasonable opinion, necessary to permit the development, construction, use or occupancy of the Property for the Contemplated Improvements without violating applicable law.

14. **Purchaser's Representations.**

PURCHASER hereby represents and warrants to the best of PURCHASER'S knowledge that all of the following are true and correct:

(a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

(b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.

(c) No action by any federal, state, municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

15. **Closing Costs, Taxes and Prorations.**

15.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

15.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at the time of closing:

a) Cost and expense related to updating the title and providing marketable title as provided herein.

15.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

a) Costs associated to appraisals, survey, environmental reports (phase I and phase II);

b) Recording fees of the Warranty Deed, Mortgage, if any, and any other instrument as required to be recorded in the Public Records;

c) Documentary Stamps on the deed as provided under Chapter 201, Florida Statutes.

d) Owner's title insurance policy.

16. **Real Estate Commissions**. Buyer and Seller represent and warrant to each other that each has not dealt with any broker, agent or similar person in connection with this transaction. The Buyer is solely responsible for paying any and all brokerage commission which shall be fully disclosed on the Closing Statement. The Buyer and Seller do mutually agree to indemnify and hold harmless the other party from and against and any all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which either Buyer or Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by either party whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated herein.

17. **Condemnation**. In the event of the institution against the record owner of the Property of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Property by eminent domain, condemnation or otherwise or if Seller shall receive any notice or knowledge that any agency or entity having the power of eminent domain is contemplating or is seeking the taking or condemnation of the Property, or

any part thereof, or any interest therein (which in Buyer's sole opinion materially impairs the proposed development of the Property), prior to Closing, or in the event of the taking of any portion of the by eminent domain, condemnation or otherwise, prior to Closing, then the Seller shall notify the Buyer promptly and the Buyer shall have the option, in its sole and absolute discretion of either (a) terminating this Agreement and obtaining a full refund of the Deposit and interest thereon in escrow; or (b) closing in accordance with the terms of this Agreement, but at Closing the Seller shall assign to the Buyer all of its right, title and interest in and to any net awards that have been or may be made with respect to such eminent domain proceeding or condemnation. Such election must be made by the Buyer within thirty (30) days of the notice furnished by Seller. If Buyer fails to make an election in writing, it shall be deemed to have elected alternative (a).

18. **Default**.

(a) If Buyer fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Buyer hereunder and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from Seller to Buyer (or in the case of a default which cannot be cured in thirty (30) days, Buyer has failed to commence curing the default within such thirty (30) day period), then, as Seller's sole remedy, any deposits placed under this Agreement shall be delivered by the Escrow Agent to the Seller as liquidated and agreed upon damages.

(b) If Seller fails to materially perform or observe any of the covenants, restrictions, requirements and/or stipulations to be performed and/or observed by Seller hereunder, and such failure to perform or observe is not cured within thirty (30) days after written notice thereof from Buyer to Seller, then at the option of the Buyer, any Deposit placed under this Agreement shall be promptly returned by the Escrow Agent to the Buyer, together with all interest earned thereon or, alternatively, Buyer may seek specific performance of Seller's obligations hereunder.

19. **Escrow**. Any Escrow Agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse the same subject to clearance thereof in accordance with terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court cost in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies subject to this

escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. Seller acknowledges that Escrow Agent has been retained as counsel for the Buyer in this matter and other transactions and agrees that Escrow Agent may continue to represent Buyer in this matter and any and all present and future transactions.

20. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties.

21. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

22. **Waiver; Modification**. The failure by the Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of the Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the parties.

23. **Governing Law; Venue**. This Agreement shall be governed by and construed under the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be Palm Beach County, Florida.

24. **Headings**. The paragraph headings as set forth in this Agreement are for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

25. **Enforceability.**

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

26. **Notices**. Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sent as follows:

If to Buyer:	Palm Beach Leisureville Community Association, Inc. 1007 Ocean Drive Boynton Beach, FL 33426
With a copy to:	Leigh C. Katzman, Esq. Katzman Chandler 1500 W. Cypress Creek Road, Suite 408 Fort Lauderdale, FL 33309 Telephone: 954-486-7774 Facsimile: 954-486-7782
If to Seller:	City of Boynton Beach Attn: Lori LaVerriere, City Manager City of Boynton Beach 100 E. Boynton Beach Blvd. Boynton Beach, FL 33425
With a copy to:	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd, Suite 200 Fort Lauderdale, Florida 33308 Telephone: 954-771-4500 Facsimile: 954-771-4923 Email: ddoody@cityatty.com Attn: Donald J. Doody, Esq.

Any such notice shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date such notice is deposited with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon confirmed transmission of such notice by facsimile, (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery of such notice, or (d) sent by electronic mail ("**Email**"), in which case notice shall be deemed delivered upon confirmed transmission of such notice by Email. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actually received by the recipient thereof. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. The attorney for a party has the authority to send and receive notices on behalf of such party.

27. **Assignment**. Neither party shall assign this Agreement without the prior written consent of the other party, which may be withheld in such party's sole discretion, except that Buyer may assign its rights under this Agreement with respect to the Property to one or more entities controlled by Buyer or its principals, or affiliated with the Buyer, or to any financial institution which may become a "partner" (which shall include an affiliation through any form of business organization) of the Buyer (or any of their affiliates), provided, however, a copy of the

assignment and assumption agreement shall be delivered to Seller prior to Closing Date, if applicable.

28. **Attorneys' Fees**. In the event that it becomes necessary for either party to bring suit to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party.

29. **Radon Disclosure**. Pursuant to statute, Seller hereby notifies Buyer as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

30. **Effective Date**. The Effective Date of this Agreement shall be the date upon which the last party to sign this Agreement has executed this Agreement. Buyer shall confirm to Seller in writing the date of the Effective Date. Buyer recognizes that though it has negotiated this Agreement with Seller's representatives and has signed it, Seller cannot execute this Agreement until it has fully complied with the provisions of Section _____ of Seller's Charter. If the City Commission of Seller approves this Agreement in accordance with Section _____ of the Charter, then the Effective Date shall be the date upon which Seller executes this Agreement.

31. **Time of the Essence**. Time is of the essence with respect to each provision of this Agreement. Provided however, if the date for performance is on a Saturday, Sunday or federal holiday, the date for performance shall be extended to the next business day.

32 . **No Third Party Beneficiaries**. This Agreement is an agreement between Seller and Buyer only and no third parties shall be entitled to assert any rights as third party beneficiaries hereunder.

33. **Counterpart Execution**. This Agreement may be executed in two or more counterparts, all of which together shall constitute but one and the same Agreement. To facilitate the execution and delivery hereof, the parties may exchange executed counterparts hereof, or of any amendment hereto, by facsimile or other similar electronic transmission, which transmission shall be deemed delivery of an original executed counterpart by such party.

34. **Recordation**. At the election of Buyer, and at Buyer's sole cost, this Agreement or any memorandum, summary, or other evidence hereof may be recorded in any public records prior to the consummation of the Closing.

35. **Marketing the Property**. Seller hereby agrees that as of the Effective Date and provided that this Agreement has not terminated, the Seller may not continue marketing the Property or the membership interest of the Seller and may not enter into contracts for the sale of the Property or any contracts for the sale of the membership interest of the Seller.

36. **Survival**. Except as otherwise provided herein, the provisions of this Agreement shall not survive the Closing and shall be merged into the conveyance documents executed and delivered at Closing.

37. **Successors.**

This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

The parties have executed this Agreement as of the day and year last written below.

BUYER:
Palm Beach Leisureville Community Association, Inc.
By: _____
Name: _____
Title: _____
Date: _____, 2018

SELLER:

CITY OF BOYNTON BEACH, a Florida municipal corporation
By: _____
Name: _____
Title: _____
Date: _____, 2018

EXHIBIT "A"

Legal Description of the Property

A parcel of land lying in Section 29, Township 45 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Lot 41, Block 2 of the plat "Replat of First Section Palm Beach Leisureville" as recorded in Plat Book 28, at Pages 201, 202, and 203 of the Public Records of Palm Beach County, Florida; thence South 01°12'55" East along the East line of lots 34-41, Block 2 of said "Replat of First Section Palm Beach Leisureville:, a distance of 620.34 feet to the Point of Beginning; thence continue South 01°12'55" East along the East line of Lots 22-34 of said Block 2, a distance of 672.12 feet to the Southeast corner of lot 22, of said Block 2; thence North 87°69'27" East along the North line of lots 7-12 of said Block 2, a distance of 330.70 feet to the Northeast corner of Lot 7 of said Block 2; thence North 01°16'09" West along the West line of lots 4 and 5 of said Block 2, a distance of 170.33 feet to a point of intersection with the South line of that 25.00 foot wide Right-of-Way for "Jasmine Street" as shown on said "Replat of First Section Palm Beach Leisureville"; thence South 08°24'30" West along said south line, a distance of 126.90 feet to a point of intersection with the southerly projection of the West line of the Plat of "Lake Boynton Estates Plat 4-A" as recorded in Plat Book 14, at Page 69 of the Public Records of Palm Beach County, Florida; thence North 01°35'00" West along said projection line and the West line thereof, a distance of 499.34 feet to the Point of Beginning.

[Subject to verification by Survey to be obtained by Buyer during Investigation Period]

EXHIBIT "B"

Prepared by and return to:
Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., S-200
Fort Lauderdale, FL 33308

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this __ day of _____, 2018, by City of Boynton Beach Florida, a Florida municipal corporation, whose mailing address is 100 E. Boynton Beach Blvd., Boynton Beach, Florida 33425 ("**Grantor**") to Palm Beach Leisureville Community Association, Inc., a Florida not-for-profit corporation, whose mailing address is 1007 Ocean Drive, Boynton Beach, Florida 33426 ("**Grantee**").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Palm Beach County, Florida ("**Property**") which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

The Property shall be used for a traditional park. Grantor shall have a reversionary interest in the Property. The failure of Grantee to develop the Property for a traditional park within _____ months from the date of this Special Warranty Deed, shall allow Grantor to exercise its reversionary rights in the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2018 and except for matters as they appear on Exhibit "B" attached hereto and by this reference made a part hereof, provided that this reference shall not serve to reimpose same.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

WITNESSES:

_____
Witness
Print Name:

_____
Witness
Print Name:

CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation

_____
By:
Title:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this __ day of _____, 2018, by _____, as _____ of the City of Boynton Beach, on behalf of the City. He/she is (_) is personally known to me or (_) produced _____as identification.

_____
NOTARY PUBLIC, State of Florida

_____
Print Name
My Commission expires: _____
Serial No.: _____
(SEAL)

Pyle, Judith

From: Louanne Hughes <LHughes@campbellproperty.com>
Sent: Monday, March 12, 2018 3:59 PM
To: Pyle, Judith
Cc: Howard, Tim; Michele Barkman
Subject: Commission Meeting March 20, 2018 / Postpone City Land Sale Agreement to PBL

Good Afternoon Judith Pyle,

Let me introduce myself, my name is Louanne Hughes, I am the property manager at Palm Beach Leisureville. Tim Howard advised me to email you a request to postpone the proposed PBL land sale agreement scheduled for the next Commission meeting on March 20, 2108.

Palm Beach Leisureville monthly Board meetings conflicts with the City's Commission meeting on March 20th. Please confirm this agenda item will be postponed until the following meeting scheduled for April 3, 2018.

Thank you for your help with this matter.

Have a great day!

Louanne Hughes, LCAM
Property Manager
Palm Beach Leisureville
Campbell Property Management
1007 Ocean Drive
Boynton Beach, FL 33426
561-732-7474
561-732-5878 Fax
lhughes@campbellproperty.com

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Howard, Tim

From: LaVerriere, Lori
Sent: Thursday, March 29, 2018 1:39 PM
To: Grant, Steven; Casello, Joseph; McCray, Mack; Romelus, Christina; Katz, Justin
Cc: Howard, Tim; Livergood, Jeffrey; Groff, Colin; Majors, Wally
Subject: FW: Palm Beach Leisureville City Land Sale Agreement

Good afternoon:

This email just came in. The item is on the April 2nd agenda. We will include this in the back up.

Lori LaVerriere
City Manager
City Manager's Office
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6010 | 561-742-6011
LaVerriereL@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

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From: Louanne Hughes [mailto:LHughes@campbellproperty.com]
Sent: Thursday, March 29, 2018 1:38 PM
To: LaVerriere, Lori <LaVerriereL@bbfl.us>
Cc: Howard, Tim <HowardT@bbfl.us>; Michele Barkman <MBarkman@campbellproperty.com>
Subject: Palm Beach Leisureville City Land Sale Agreement

Dear Lori LaVerriere,

The Board of Directors of Palm Beach Leisureville must withdraw the offer to negotiate the purchase of the city owned land. The agreement and terms the city presented was reviewed and determined to be uninsurable land as our current governing documents allow.

The Board and the Community want to thank the City of Boynton Beach for the opportunity and hope this land will remain green space as originally intended.

Thank you,

Louanne Hughes, LCAM
Property Manager
Palm Beach Leisureville

Campbell Property Management
1007 Ocean Drive
Boynton Beach, FL 33426
561-732-7474
561-732-5878 Fax
lhughes@campbellproperty.com

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE 18-006 FIRST READING - Approval of Ordinance amending Section 18-164 of the Code of Ordinances to provide for mutual consent regarding use of the 185 money; amending Section 18-169 to add normal retirement age definition for members who retire with (20) years of service only retirement, to provide for payment of death benefits to a designated beneficiary in the event that there is no spouse, and to add ten year vesting for Police Officers hired on or after October 1, 2016; adding a new Section 18-178 to add a rehire after retirement provision.

EXPLANATION OF REQUEST: The attached ordinance has been prepared by the Attorney for the Police Pension board and is intended to reflect the mutual consent agreement incorporated in the last collective bargaining agreement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance amending Police Pension to provide for mutual consent agreement and to add the rehire after retirement provision
Attachment	Excerpt from Collective Bargaining Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	3/29/2018 - 11:19 AM
Finance	Howard, Tim	Approved	3/29/2018 - 11:23 AM
City Manager	LaVerriere, Lori	Approved	3/29/2018 - 4:22 PM

ORDINANCE 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING ARTICLE III OF CHAPTER 18 OF THE BOYNTON BEACH CODE OF ORDINANCES ENTITLED MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND AMENDING SECTION 18-164 TO PROVIDE FOR MUTUAL CONSENT REGARDING USE OF THE 185 MONEY; AMENDING SECTION 18-169 TO ADD A NORMAL RETIREMENT AGE DEFINITION FOR MEMBERS WHO RETIRE WITH A YEARS OF SERVICE ONLY RETIREMENT, TO PROVIDE FOR PAYMENT OF DEATH BENEFITS TO A DESIGNATED BENEFICIARY IN THE EVENT THAT THERE IS NO SPOUSE, AND TO ADD TEN YEAR VESTING FOR POLICE OFFICERS HIRED ON OR AFTER OCTOBER 1, 2016; ADDING A NEW SECTION 18-178 TO ADD A REHIRE AFTER RETIREMENT PROVISION; PROVIDING FOR CODIFICATION CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Internal Revenue Code governs rehire of City of Boynton Beach Retirees and contains provisions which allow for in-service distributions under certain circumstances;

WHEREAS, the Board of Trustees ("Trustees") of the Boynton Beach Police Officers Pension Fund ("Fund") recommends amendment of Article III, Section 18-169 of the Plan to comply with the Code;

WHEREAS, the City and the Palm Beach County Police Benevolent Association ("Union") have agreed in collective bargaining to mutually consent regarding the use of the Chapter 185 monies under the Florida Statutes §185.35 which requires an amendment to the Fund Plan document in the City Code;

WHEREAS, the City and the Union have agreed in collective bargaining to provide for ten year vesting for members hired on or after October 1, 2016;

WHEREAS, the Board recommends adding a provision to allow the payment of benefits to a designated beneficiary of a deceased member in the event that there is no spouse to save the heirs the cost of opening an estate; and

WHEREAS the City Commission of the City of Boynton Beach Florida desires to so amend the Boynton Beach Police Officers Pension Fund.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH FLORIDA

Section 1. The foregoing **WHEREAS** clauses are hereby certified as being true and correct and are incorporated herein by this reference.

Section 2. Section 18-164 of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-164. Creation and maintenance of fund and retirement system.

* * *

(b) The fund shall be maintained in the following manner:

(1) By payment to the fund of the net proceeds of the .85% excise tax which is imposed by the City of Boynton Beach upon certain casualty insurance companies on their gross receipts of premiums from holders of policies, which policies cover property within the corporate limits of the City of Boynton Beach as authorized in F.S. Chapter 185, amended. These amounts are to be deposited with the Board of Trustees within five days of receipt by the municipality. F.S. Ch. 185. **In November of 2017 and November of 2018 only, $30,000.00 of the insurance premium excise tax provided for in this subsection will be used by the City to offset the unfunded actuarial liability of the Fund. The remainder of the Funds will be used as set forth in Section 18-169(f) of the Plan, which provides for a supplemental benefit as defined in Florida Statutes §185.02(22).**

(2) By the payment to the fund of 7% of the salary of each full time police officer duly appointed and enrolled as a member of the City of Boynton Beach Police Department; which 7% shall be picked up, rather than deducted, by the City of Boynton Beach from the compensation due to the Police Officer and paid over to the Board of Trustees of the Boynton Beach Police Officers' Pension Fund on a bi-weekly basis. All pickup contributions shall be treated as employer contributions for the purposes of determining tax treatment under the Internal Revenue Code of 1986, as amended. All such pick up amounts shall be considered as employee contributions for purposes of this plan. The percentage deducted from the police officers' salaries are to be deposited with the Board of Trustees immediately. F.S. Ch.185, Boynton Beach Code of Ordinances Sec. 18-170.

(3) By all fines and forfeitures imposed and collected from any police officer because of the violation of any rule and regulation adopted by the Board of Trustees. F.S. Ch. 185.

(4) By mandatory payment at least quarterly by the City of Boynton Beach a sum equal to the normal cost and the amount required to fund any actuarial deficiency shown by an actuarial valuation as provided in F.S. Chapter 112, Part VII. F.S. Ch. 185. On an annual basis, the Board of Trustees will evaluate the actuarial assumptions used.

(5) By all gifts, bequests, and devises when donated to the fund. F.S. Ch. 185.

(6) By all accretions to the fund by way of interest or dividends on bank deposits, or otherwise. F.S. Ch. 185.

(7) By all other sources or income now or hereafter authorized by law for the augmentation of the Boynton Beach Police Officers' Pension Fund. F.S. Ch. 185.

Section 3. Section 18-169(a) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-169. Requirements for retirement- benefit amounts.

(a) *Normal retirement*.

(1) *Normal retirement date*. The normal retirement date of each police officer will be the first day of the month coinciding with, or next following, the date on which he or she has attained and completed 20 years of service, or the first day of the month coinciding with, or next following, the date on which the police officer has attained age 55 and completed ten years of service or age 50 and completed 15 years of service. **In the case of a retirement with twenty (20) years of service, effective January 1, 2017, Normal Retirement Age is the age a police officer has attained when retired at twenty (20) years of service.**

Section 4. Section 18-169(d) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-169 Requirements for retirement- benefit amounts

****

(d) *Death benefit.*

(1) If any member shall die prior to retirement or other termination of employment with the city and that death is found by the Board of Trustees to have occurred in the line of duty regardless of the years of service, a death benefit shall be payable to the deceased member's spouse. The benefit shall equal 3.5% of average final compensation for each year of continuous service; provided, however, the benefit will be at least 30% of average final compensation. It shall be payable in equal monthly installments commencing the first day of the month following the date of death and ceasing upon the death of the spouse. If there is no spouse**, the deceased member's accrued benefit shall be payable to the designated beneficiary on file with the Board of Trustees,**

payable as the Contingent Annuitant 100% survivor benefit. If there is no spouse or designated beneficiaries the benefit, if any, will be paid to the deceased participant's estate. Effective September 3, 2015, for all police officers hired on or after October 1, 2015, the 3.5% multiplier provided for in this paragraph shall be 3.0%.

(2) If any member with at least ten years of continuous service shall die prior to retirement or other termination of employment with the city, a death benefit shall be payable to the deceased member's spouse. The benefit shall equal 3.5% of average final compensation for each year of continuous service. It shall be payable in equal monthly installments commencing the first day of the month following the date of death and ceasing upon the death or remarriage of the spouse. If there is no spouse, **the deceased member's accrued benefit shall be payable to the designated beneficiary on file with the Board of Trustees, payable as the Contingent Annuitant 100% survivor benefit. If there is no spouse or designated beneficiaries**, the benefit, if any, will be paid to the deceased participant's estate. Effective September 3, 2015, for all police officers hired on or after October 1, 2015, the 3.5% multiplier provided for in this paragraph shall be 3.0%.

(3) If a member dies before being eligible to retire, the heirs, legatees, beneficiaries or personal representatives of such deceased member shall be entitled to a refund of 100% of the contributions made by the member to the fund, without interest.

Section 5. Section 18-169(e) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

(e) *Separation from service.*

(1) **The vesting period for members hired on or after October 1, 2016 is ten (10) years. The vesting period for members who were hired before October 1, 2016 and terminated after October 1, 2002 is five (5) years of service.** ~~Effective for terminations on and after October 1, 2002, if~~ **If** a member leaves the service of the city before **vesting** ~~accumulating aggregate time of five years toward retirement and before being eligible to retire~~, such member shall be entitled to a refund of all of his or her contributions made to the fund, without interest.

(2) ***Benefit Commencement Date for Ten Year Vesting*** If any member who had been in the service of the city for at least ten years elects to leave his or her accrued contributions in the fund, such police officer upon attaining age 50 years or more (without reaching what would have been 20 years of service had he or she not terminated his or her employment) may receive an early retirement benefit at the actuarial equivalent of the amount of such retirement income otherwise payable to him or her at early retirement or upon attaining what would have been normal retirement had he or she not terminated his employment, such police officer may receive his or her accrued normal retirement benefit.

(3) ***Benefit Commencement Date for Five Year Vesting:*** ~~Effective for terminations after October 1, 2002, if~~ **If** any member who had been in the service of the city for at least five years elects to leave his or her accrued contributions in the fund, the police officer upon attaining age 55 with ten or more years of service (had he or she not terminated employment) or reaching what would have been 20 years of service (had he or she not terminated his or her employment), may receive the accrued normal retirement benefit. The member may receive the benefits payable in the normal form or any option available under Section 18-170.

Section 6. A new Section 18-178 is added to Article III of Chapter 18 of the City of Boynton Beach Code as follows:

Sec. 18-178. - Reemployment after retirement.

(a) Any Retiree who is retired under this fund, except for disability retirement, may be reemployed by any public or private employer, except the City, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this fund. Reemployment of a Retiree by the City on or after January 1, 2017 shall be subject to the limitations set forth in this section.

(b) Reemployment in a position other than as a Police Officer or in a position supervising police officers. Notwithstanding any other provision of this Plan, a Retiree who is retired from the Fund on a Normal Retirement at Normal Retirement Age and who is subsequently reemployed by the city in a position other than as a Police Officer or in a position supervising police officers shall, upon being reemployed, continue receipt of benefits from this Fund. The benefit paid from this Fund shall not be changed in any way by such reemployment. These payments shall be considered in-service distributions.

(c) Reemployment as a Police Officer. In the event a Retiree who is retired from the Fund is subsequently reemployed by the city as a Police Officer or into a position that supervises Police Officers, the benefit payable to the Retiree from this Fund shall be suspended for the period of such reemployment, until the Retiree terminates employment with the city.

(1) If by virtue of re-employment as a Police Officer, the retiree is eligible to participate in this plan, the retiree shall be deemed to be one hundred (100) percent vested upon re-employment.

(2) The additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to

the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement.

(3) Calculations of benefits for each retirement shall be based upon the benefit accrual rate, average annual earnings, credited service, cost-of-living adjustment as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average annual earnings (based only on the subsequent employment period), credited service, cost-of-living adjustment, if applicable, as of the date of subsequent retirement.

(4) The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit.

(d) Re-employment of terminated vested persons. Re-employed terminated vested persons, including those elected or appointed to the City Commission, shall not be subject to the provisions of this section until such time as they begin to actually receive benefits after termination of employment in accordance with Section 18-169(e).

(e) Notwithstanding any provision of subsection (a), (b), (c) or (d) above, a Retiree who has retired on an Early Retirement or a Disability Retirement may not be reemployed by the city and continue to receive a benefit from this Fund. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this section if the member was permitted to retire prior to the customary retirement date provided for in the plan at the time of retirement.

Section 7. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach Florida The Sections of this ordinance may be renumbered re-lettered and the word Ordinance may be changed to Section Article or such other word or phrase in order to accomplish such intention.

Section 8. All Ordinances or parts of Ordinances Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict. If any clause section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not effecting the validity of the remaining portions or applications remaining in full force and effect.

Section 9. This Ordinance shall become effective upon passage, unless otherwise provided for in this amendment.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ARTICLE 39

PENSION

Section 1. Bargaining Unit Members hired on or after October 1, 2015 will have a pension multiplier of three percent (3%).

Section 2. Upon ratification of this Agreement, the City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement. The Mutual Consent Agreement is attached hereto as Addendum "B."

Section 3. The vesting period for Police Officers and Detectives hired on or after October 1, 2016 is ten (10) years.

Section 4. The City and Union agree to reopen this Article at the request of City during year three of this contract.

UNION CONTRACT – ADDENDUM "B"

MUTUAL CONSENT AGREEMENT

(Use of Insurance Premium Tax Revenue)

This Mutual Consent Agreement is entered into between the CITY OF BOYNTON BEACH, a Florida municipal corporation, whose address is 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "CITY") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION ("PBA") POLICE OFFICERS AND DETECTIVES, POLICE SERGEANTS, AND POLICE LIEUTENANTS.

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation" regarding the use of insurance premium tax revenue ("IPTR"); and

WHEREAS, the City has a retirement pension plan and fund for police officers known as the Boynton Beach Police Officers' Pension Fund ("Fund") that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighter pension plans as set forth in chapter 185, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members' collective bargaining representative (PBA).

NOW THEREFORE, the City and Unions agree as follows:

1. The foregoing Whereas clauses are true and correct.

2. The total of sixty thousand dollars ($60,000) of IPTR whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City's unfunded liability to the Boynton Beach Police Officers' Pension Fund. These funds will be provided to the City in $30,000 increments by November 2017 and November 2018.

3. This Consent Agreement takes effect when signed by PBA and City.

Signature Page follows

TA – PBA

TA City

THE CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

ATTEST:

City Clerk

BOYNTON BEACH POLICE OFFICERS AND DETECTIVES, POLICE SERGEANTS, AND POLICE LIEUTENANTS

John Kazanjian, President

APPROVED AS TO LEGAL FORM:

City Attorney

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Staff to review PBC Ordinance on Panhandlers - **April 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Update Commission on topic of dogs on beach - **April 17, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Quarterly report on red light camera program (Jan 2018-Mar 2018) - **April 17, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Quarterly report on gov't surtax fund (Jan 2018-Mar 2018) - **April 17, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Approve Major Site Plan Modification (MSPM 17-001) request for 104 Multi-family rental units and associated recreational amenities and site improvements, as well as a request for four (4) setback waivers, located on Lot 52 of Quantum Park, in the PID (Planned Industrial Development) zoning district. Applicant: John Lyon, Olen Properties. - **April 17, 2018**

EXPLANATION OF REQUEST:
Mr. Dale Lyon with Olen Development is proposing a major site plan modification for 104 multi-family units (rental apartments) in 4, two-story buildings, and associated recreational amenities and site improvements on a total of 4.41 acres. Olen Development received major site plan modification approval in 2012 (application 12-003) for essentially the same project, however the 18 month approval period expired before the building permit could be issued. The project was resubmitted in 2017 and reviewed by staff when it was discovered that a note on the corresponding Quantum Park Plat requires buildings to be setback a minimum of 15 feet from any easement. As the plans were designed to place the buildings at or near the easements on the north and west sides, the review process was halted. The applicant decided their best course of action was to amend the plat to remove the note through a replat of Lot 52. The City Commission reviewed and approved the replatting request at their March 20, 2018 meeting. As such, the site plan was removed from hold, and scheduled for the appropriate hearings.

The minimum required perimeter building setbacks in the PID zoning district are 30' for the front, rear and side corner yards and 20' for the side interior yard. The PID regulations allows for waivers to be requested of various development requirements including setbacks, based upon the submittal of justifications by the developer. The previous site plan approval (MSPM 12-003) granted setback waivers as follows: front (north) – 15', rear (south) – 2', side corner (west) – 15', and side interior (east) – 3'. After the project approval expired and a pre-application meeting was held with the applicant in preparation of resubmittal of project plans, staff requested the buildings be setback farther from the drainage lakes, in an effort to create a minimal rear yard for the units and to provide greater area for lake maintenance needs. The applicant revised the plans to increase these to a seven (7) foot rear and interior side setback, while maintaining the previously approved 15 foot setback against the road rights-of-way on the north and west sides, and submitted updated waiver requests to all required yard setbacks and justifications for the deviations. The justifications include the fact that the reduced setbacks do not abut any private properties, with the front (north) and corner side (west) property lines adjacent to street right-of-ways and the rear (south) and interior side (east) property lines abutting a Quantum Park drainage lake. Staff believes the impacts to be minimal and would not affect any private properties and based upon the applicant's justification, other similarly approved projects and City Commission approval of the Replat of Lot 52, and recommends approval of the Major Site Plan Modification and waiver requests.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Fees from permit applications and taxable improvements.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A.

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
Nichols Property
Rolling Green
Girl Scout Park

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION:
Vice-Mayor Katz has requested the City Attorney to provide update on legal issues with QPODD - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/3/2018

REQUESTED ACTION BY COMMISSION: Staff to present Leases for temporary space for City Services during construction phase of the Town Square Project - **April 17,2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount: