

# **City of Margate**

5790 Margate Boulevard Margate, FL 33063 954-972-6454 www.margatefl.com

# Meeting Minutes City Commission Workshop

Wednesday, January 28, 2015

6:00 PM

**Commission Chambers** 

#### CALL TO ORDER

In Attendance:
Mayor Joanne Simone
Vice Mayor Tommy Ruzzano
Commissioner Joyce W. Bryan
Commissioner Lesa Peerman
Commissioner Frank B. Talerico

City Manager Douglas E. Smith City Attorney Eugene M. Steinfeld City Clerk Joseph J. Kavanagh

# 1) PRESENTATION

#### **A.** ID 14-879

SOLID WASTE AND RECYCLING COLLECTION.

CITY MANAGER DOUGLAS E. SMITH explained that a presentation was being provided pertaining to options for the solid waste and recycling collection bids/Request for Proposal (RFP) process.

DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES (DEES)
DIRECTOR REDDY CHITEPU provided a Powerpoint presentation. He explained that
previously the Commission expressed interest in going into the open market; therefore,
Staff had been researching different options to incorporate into the Request for
Proposal (RFP) process if going into the open market. He noted that the following
options would be reviewed: Curbside, Multi-family, contract specific items and services
that were provided to the City. He stated that the Waste Management contract expires
September 30, 2015, but there was a three-year renewal option available in the
Franchise Agreement. He explained that one goal the State of Florida set was the 75
percent recycling goal by 2020; however, the City was currently on target to meet that
goal.

#### **CURBSIDE**

DIRECTOR CHITEPU stated that currently the City had manual collection. He said that one other option was the Garbage Cart program; whereby, garbage carts were provided to the residents in single family residences, similar to the recycling bins. He stated that the carts would be delivered by the contractor through the City. He said that another option was the Pay As You Throw program. He noted that both programs would include garbage carts, which would be picked up automatically with an automatic truck. He explained that the difference between the two options was that the rates for the Garbage Cart program were fixed flat rates that did not vary with cart size. He noted that there were three options on cart sizes; 35 gallons, 65 gallons and 95 gallons. He explained that with the Pay As You Throw program the resident would pay depending on the size of the cart. He understood the challenges with implementing the program

with regard to logistical and abuse issues; therefore, Staff wanted to test the market to see what difference there was between a flat rate and the different rates with the Pay As You Throw program. He stated that Staff's recommendation was to look at both programs and compare the rates.

#### RECYCLING

DIRECTOR CHITEPU explained that for the recycling collection, the City currently provided 65 gallon carts to the residents. He noted that some townhomes did not like the cart size and some single-family residents requested smaller carts, which was why providing size options was looked into. He stated that the new RFP would contain language stating that the contractor would take on the maintenance of the carts, rather than Staff, and that the contractor would exchange the cart sizes for residents wanting smaller size carts. He stated that Staff was recommending this option to provide size options.

#### **BULK AND YARD WASTE**

DIRECTOR CHITEPU stated that currently the pickup was monthly and was a mix of yard waste, bulk waste and other waste. He said that one option Staff looked into was the weekly co-mingle, which was similar to the current pickup but on a weekly basis. He stated that the second option looked into was the separate monthly bulk and weekly yard waste pickup. He explained that the bulk would remain the same; however, Staff wanted to separate the yard waste so the benefit of the lower rates for disposal could be realized. He noted that the yard waste being mixed with garbage or bulk; therefore, when bulk was picked up the City was paying a higher rate than the yard waste rate. He clarified that the yard waste rate was \$27.41 per ton, the bulk rate was \$33.50 per ton and the garbage was \$42.11 per ton. He said that when the yard waste was mixed with bulk, the City was actually paying the bulk rate of \$33.50 rather than the yard waste rate of \$27.41. He added that when garbage cans were filled with yard waste the City was paying the garbage rate of \$42.11 rather than the yard waste rate of \$27.41. He explained that Staff recommendation was to keep the monthly bulk the same, but provide a weekly yard waste pickup to reduce the cost tremendously.

#### **MULTI-FAMILY**

DIRECTOR CHITEPU explained that the current rate for multi-family was commercial rate because the owner-occupied condominium units were not included in the contract. He said that only the apartments were currently included, which was considered a commercial entity. He explained that the generation rate for the residential was different from commercial; therefore, Staff recommended looking into having a separate lower rate for the multi-family.

#### RECYCLING MULTI-FAMILY

DIRECTOR CHITEPU noted that the recycling capacity in multi-family residences was two 96 gallon carts that were provided next to the garbage dumpsters. He noted that in some places they were empty and other places they overflowed. He said that Staff reviewed the situation and came up with a plan to provide one 96 gallon cart for every eight units. He noted that if there was no room, the property manager could work with the contractor directly to arrive at an arrangement for a recycling dumpster.

#### RECYCLING OWNER OCCUPIED

DIRECTOR CHITEPU stated that currently the condominiums were not in the Franchise Agreement. He explained that Staff reviewed the possibility of providing an option for

the condominiums to join the Franchise Agreement. He said that another option was to bring all of the condominiums into the Franchise Agreement. He noted that this would be a challenge because there was a State Statute that required a three year notice so that private contracts were not displaced. He explained that condominiums that currently had a contract could remain with the contract, but after three years would automatically join the Franchise Agreement if made mandatory. He said that currently the Code did not allow condominiums on the Franchise Agreement; therefore, for the first option of allowing the condominiums to join the Franchise Agreement, the Code would have to be tweaked. He noted that the condominiums would be paying the same rate as the multi-family residences. He mentioned going into the RFP with two rate options; one with multi-family owner-occupied and one without multi-family owner-occupied. He said that the thought was to increase the amount of garbage; therefore, making the rates decrease. He suggested putting a threshold in the RFP stating that if 50, 60 or 75 percent was reached, the owner rates were automatically defaulted from the regular rates to the multi-family owner-occupied rates. He clarified that Staff's recommendation was to include the owner-occupied multi-family in the Franchise Agreement, but Staff was still looking into some of the logistical issues and a threshold number.

#### SERVICE DAYS AND TIMES

DIRECTOR CHITEPU stated that currently the City was serviced from Monday to Saturday between 7:00 a.m. and 7:00 p.m. He said that Staff recommended just having service from Monday to Friday without having trucks going through the City on the weekends. With regard to contract terms, he added that Staff was recommending a six year term with four optional two year terms, which totaled 14 years. He explained that the time was expanded in the hope that the rates were lower the longer the contract terms were. He said that the six year term was to allow the contractor to recur the cost of the carts.

#### SUPPLEMENTAL BULK COLLECTION

DIRECTOR CHITEPU stated that currently the City had monthly bulk collections; however, there was no option for someone having bulk material to be picked up within the month. He said that Staff was recommending that a cubic yard rate be included in the contract that would allow someone to contact the contractor for a pickup, which would be charged directly to the resident.

#### COMMERCIAL RECYCLING

DIRECTOR CHITEPU stated that commercial recycling was also not part of the Franchise Agreement, because there was a Florida Statute that did not allow commercial businesses to be on a Franchise Agreement. He said that Staff was recommending that the contractor propose a rate that was lower than the garbage rate to provide an incentive for the businesses to recycle.

### RECYCLING REWARDS PROGRAM

DIRECTOR CHITEPU explained that the City currently had the Recycle Bank program, which was expiring in December. He said that in the new RFP the contractor would be required to propose their own program; however, there would be required criteria specific to the City with regard to what percentage of businesses the City wanted to participate in the program.

#### CONTRACTOR INCENTIVE PROGRAM

DIRECTOR CHITEPU stated that there currently were no incentives for the contractor. He said that Staff was proposing that the City share the recycling revenues with the contractor in the new RFP. He clarified that if the specific criteria were met by the contractor, the City could share the recycling revenue. He explained that the criteria would include what types of programs the contractor could propose and implement that would bring down the generation rate to lower the disposal costs. He added that criteria would also include what type of outreach the contractor would do in the City, because there was currently no incentive for the contractor to do any extra work in the City to promote services they provide.

#### CITY EVENTS

DIRECTOR CHITEPU explained that currently there were six City events that Waste Management provided portable toilets and garbage collection. He said that Staff's proposal was to include 12 toilets and recycling.

#### HOUSEHOLD HAZARDOUS WASTE COLLECTION

DIRECTOR CHITEPU stated that currently Waste Management did one event in the City for Household Hazardous Waste collection. He added that the City had an Inter Local Agreement (ILA) with Broward County. He noted that Broward County also provided a program for collection. He noted that Staff looked into the possibility of joining with the Coconut Creek group with other Cities such as Coral Springs and others that were not part of the Broward ILA. He said that those Cities had a different vendor handling their hazardous waste. He stated that the only problem with that option was there would be no weekend drop off and it would only be two times a year. He said that if additional times were needed it would have to be worked out with the schedules of the other Cities. He added that another option Staff reviewed was to have the collection six times a year as part of the RFP. He noted that every two months the residents could use for one event and would allow the City to get out of the Broward ILA. He mentioned that the cost of the Broward ILA was approximately \$109,000, which would be saved. He said that with the six times a year recommendation the City would not have the weekend drop offs for hazardous waste or the Paint program. He noted that the City could find its own paint contractor to handle that program.

#### **EDUCATION**

DIRECTOR CHITEPU explained that currently there was language in the contract stating that assistance would be provided at one City event. He said that the new RFP would require the contractor to do an annual mailer explaining the program and educating the residents on what other services the contract provided. He added that Staff wanted language included to provide 40 hours of Staff assistance with City events.

#### FUNDS PAYABLE TO THE CITY

DIRECTOR CHITEPU explained that the Franchise Fee was approximately \$1.3 million dollars. He said that Staff was proposing the same \$1.3 million dollars; however, if the owner-occupied multi-family units came into the Franchise Agreement, an increase was proposed to \$1.6 million dollars annually. He noted that Staff was also looking into solid waste staffing and different activities, and hoped to be able to manage the contract in house going forward. He clarified that it could be someone in house or someone contracted temporarily or part time. He noted that currently Broward County was doing most of the work; however, when moving forward the City would eliminate some of the programs that the City and Broward County were participating with. He noted that the paint program could be funded from that money. He explained that in the RFP the contract would be required to pay \$150,000 to cover the staffing and paint cost, as well

as any contingency for solid waste. He explained that the special activity and Scholarship Fund currently included in the Franchise Agreement for \$5,000 each would remain the same with no recommendations made for change. He noted that the Customer Price Index (CPI) would be adjusted annually and the language would be included in the contract.

#### SUMMARY OF STAFF RECOMMENDATIONS

- CURBSIDE FOR SINGLE-FAMILY Staff recommended garbage carts with flat rate or Pay As You Throw program with variable rate, recycling carts with size options and separate monthly bulk and weekly yard waste.
- CURBSIDE FOR MULTI-FAMILY Staff recommended a separate multi-family rate with monthly bulk included, increase capacity of recycling containers and bring in owner-occupied multi-family units.
- OTHER OPTIONS Staff looked into service timing with six year term and an optional two year renewal, the supplemental bulk rate, the commercial recycling rate, the Rewards Program and the Incentive Program.
- CITY SERVICES Staff recommended the garbage and recycling for 12 City events, six hazardous waste events, additional education and the assistance with the contractor.
- FUNDS Staff recommended that the Franchise Fee remain the same with an additional dollar amount for the solid waste activities and the Staffing. The Special Activity Fund and Scholarship Program would remain the same.

DIRECTOR CHITEPU explained that the next step was to receive a consensus from the Commission with regard to whether to proceed with the new bid with Staff recommended options, to renew the current contract with Waste Management, to opt out of the contract with Waste Management and to opt out of the Broward County ILA for the Hazardous Waste program and the centralized billing, which the City would do in house.

COMMISSIONER PEERMAN asked how many Cities were doing the Pay As You Throw program, and MR.CHITEPU said that currently he was only aware of Plantation.

COMMISSIONER PEERMAN questioned whether the condominiums would receive the same recycling choice of one cart per eight units if joining the Franchise Agreement, and DIRECTOR CHITEPU agreed. COMMISSIONER PEERMAN stated that she liked the yard waste separation and asked whether the residents would have the option of having two carts, and DIRECTOR CHITEPU said that the initial proposal was for one, with additional carts available for an extra cost.

COMMISSIONER PEERMAN expressed concern with people needing extra carts, and DIRECTOR CHITEPU said that he understood the size limitations; however, there would be no additional charges for the 35 gallon cart or the 65 gallon cart, but there would be for the 95 gallon cart to discourage people from throwing everything in the one cart.

COMMISSIONER PEERMAN questioned the recycling fee on the water bill, and DIRECTOR CHITEPU said that fee went to the contractor and the City shared in the revenue of the recycling.

COMMISSIONER PEERMAN asked whether separating the yard waste would increase

the recycling goal, and DIRECTOR CHITEPU agreed.

VICE MAYOR RUZZANO questioned how many contractors there were, and DIRECTOR CHITEPU explained that the major players in the area were Waste Management, Republic, Waste Pro and Bergeron.

VICE MAYOR RUZZANO asked whether Staff spoke with the condominiums yet, and DIRECTOR CHITEPU said that he met with the Margate Alliance of Condominiums and Homeowner's Association.

DIRECTOR CHITEPU further explained that there was interest from the group, but many were missing and some communities were not part of that group; therefore, a 100 percent picture was not provided. He wanted to start the dialogue to bring everybody in, because Margate was the only City that did not have the condominiums in the Franchise Agreement.

VICE MAYOR RUZZANO asked for clarification regarding having the condominiums join after three years, and DIRECTOR CHITEPU explained that the recommendation was to include everybody.

DIRECTOR CHITEPU further explained that if all the condominiums were required to join, they could wait the three years; however, if they had a contract expiring before the three years they could join now. He stated that after the three years there would be no choice. He noted that not all of the condominiums were expected to join. He said that the threshold of 75 percent was encouraged to increase volume and decrease the rate.

VICE MAYOR RUZZANO suggested finding out what other Cities pay and put that in the RFP and also to see what the contractors wanted to give the City. He felt that the City should find out who had the best rate.

DIRECTOR CHITEPU said that the Vice Mayor was referring to negotiating with the contractors with no bidding process. He noted that the Commission must decide whether to negotiate or go out to bid. He stated that if going out to bid it must be specified because it was based on cost and evaluation criteria. He said that the RFP would have to be based on the cost; therefore, it would have to be defined.

CITY ATTORNEY EUGENE STEINFELD stated that Staff would have to create general criteria for an RFP. He said that without an RFP companies could be invited to make a presentation, but even then a general outline would be required. He stated that the City could negotiate with whoever it wanted and there was no requirement to bid these proposals either under the Charter, Ordinances or State Statutes.

VICE MAYOR RUZZANO felt that residents were already paying taxes and if they had a lot of garbage they should not be penalized by being charged; therefore, he felt that the Pay As You Throw was a joke. He was interested in obtaining the lowest rate.

DIRECTOR CHITEPU stated that the paint program already existed and the City would want to continue it; however, the Pay As You Throw program was being looked at, as well as the flat rate. He said that he did not expect the cost to be a major difference in dollar amounts; however, it was the incentive to have the resident separate. He stated that if there was no charge for the larger cart, there was no incentive.

VICE MAYOR RUZZANO questioned what the incentive was, and DIRECTOR CHITEPU said that if recycling, the tonnage rate went down.

COMMISSIONER PEERMAN asked whether the City would have a Favored Nations

Clause, and DIRECTOR CHITEPU said there would be no Favored Nations Clause if going out for bid.

COMMISSIONER PEERMAN said that we currently had a Favored Nation type contract; whereby, Waste Management could give another City a lower price, and DIRECTOR CHITEPU said that referred to disposal, but this discussion pertained to collection, which was paid by ton.

DIRECTOR CHITEPU further explained that if Coral Springs was paying less for the same garbage than Margate, Margate would get the lowered rate via the Favored Nations Clause in the contract. He noted that Wheelabrator cannot charge Margate a different cost. He said that it was very difficult to a have Favored Nations Clause pertaining to collections because it depended on the amount of units, routes and the cost for pickup. He clarified that the City could have a certain percentage of the evaluation criteria for incentives the contractors provide.

COMMISSIONER PEERMAN asked whether the City could ask for experience with the RFP, and DIRECTOR CHITEPU agreed and noted that Staff was leaning towards the RFP.

COMMISSIONER PEERMAN expressed concern regarding where the garbage was going, and DIRECTOR CHITEPU stated that the contract would be expiring in two to three years.

COMMISSIONER TALERICO noted that Wheelabrator was closing the northern plant; therefore, garbage was being hauled to the southern plant. He said that other Cities were trucking it to other places. He felt that no more landfills were needed; therefore, the City needed to include in the contract that if someone does come on board the garbage would have to be hauled to Wheelabrator in the south.

DIRECTOR CHITEPU said that language already existed in a separate disposal contract. He clarified that the collection contract would include the Wheelabrator contract informing contractors that anything picked up had to meet the contract requirements the City had with Wheelabrator.

COMMISSIONER TALERICO felt that Waste Management was being used for a long time and the City always had good service and renegotiated as it went along.

DIRECTOR CHITEPU said that if doing the RFP there would be no negotiating and the Evaluation Committee would be created to review the RFP, as well as the evaluation criteria. He noted that there would be a percentage of points for experience.

COMMISSIONER TALERICO stated that experience was very important and expressed concern with companies giving an offer that the City could not refuse; however, a year later the company might have problems.

DIRECTOR CHITEPU stated that with the RFP, other criteria carried 50 percent of the points for experience. He said that if a contractor had no experience, but had a perfect rate, they would lose the experience points. He noted that if Waste Management came in with a comparable rate and experience, they would receive more points and when evaluated, would be ranked highest.

COMMISSIONER TALERICO asked whether the smaller carts would be picked up the same way mechanically, and DIRECTOR CHITEPU agreed.

COMMISSIONER TALERICO talked about leftover garbage for the 96 gallon cart, and

DIRECTOR CHITEPU agreed that an extra container could be provided at an extra cost to avoid the abuse. He mentioned a possible \$3.00 to \$5.00 charge.

COMMISSIONER PEERMAN felt that separating the yard waste would help, and DIRECTOR CHITEPU agreed and mentioned holidays with more garbage. He said that it was up to the Commission to decide whether there would be a charge.

COMMISSIONER TALERICO spoke about residents previously being asked to get a mulching lawnmower, and then it was determined that more garbage to burn was needed for Wheelabrator.

COMMISSIONER PEERMAN mentioned Cities having carts to put yard waste on, and DIRECTOR CHITEPU said that yard waste was laid out on the curb and not in the cart.

VICE MAYOR RUZZANO questioned Waste Management agreeing to do these things, and DIRECTOR CHITEPU said that it was up to the City Commission.

VICE MAYOR RUZZANO questioned the \$150,000, and DIRECTOR CHITEPU explained that it was a Contingency Account. He clarified that the City had not managed the solid waste contract until now in the City; therefore, the City did not know what kind of staffing requirement was needed. He explained that someone might need to be hired or contracted, and money was needed to pay for the Paint program.

COMMISSIONER BRYAN asked what three criteria were needed for the RFP, and DIRECTOR CHITEPU said that the cost would be primary, a percentage for experience and extra services provided.

MAYOR SIMONE expressed concern regarding people not having a mulching mower and putting their bagged clippings at the curb, and DIRECTOR CHITEPU said that the language could be reviewed, and that the leaves, etc., could still be bagged and put with the larger yard waste.

MAYOR SIMONE was also concerned about picking up on Monday through Friday because of people's work schedule on Monday through Friday and wanting to do yard work on Saturday.

DIRECTOR CHITEPU explained that two pickups were needed and he mentioned the company adding another truck or modifying the routing to include a larger area.

COMMISSIONER BRYAN said that it was an unknown variable as to when the pickup would be on Saturday, and DIRECTOR CHITEPU clarified that was for the contractor to provide a route that worked for the schedule. He said that if this was a major concern of the Commission, the pickups could remain with six days.

COMMISSIONER PEERMAN said that not knowing when the trucks were coming on Saturday was a huge problem; therefore, she felt that a Code change was needed, and DIRECTOR CHITEPU said that the Code could be tweaked if the Commission wanted the five day schedule.

COMMISSIONER PEERMAN clarified that the Commission needed to decide whether they wanted to go out for an RFP or negotiate with Waste Management. She mentioned that in 2012, the contract with Waste Management was extended, because of a Commission change. She said that at that time, the Commission said they would go out to bid in 2015, because the Commission was changing in 2012. She felt that Waste Management did a great job; however, there was money and perks involved. She spoke about the Franchise fee and other Cities.

DIRECTOR CHITEPU stated that there was a Franchise fee in most contracts; however, very few Cities had a fixed fee. He added that most Cities had fees that went up and down, but Margate's fee was fixed.

MAYOR SIMONE asked for a consensus.

COMMISSIONER TALERICO asked whether the City would keep Waste Management if Staff negotiated with Waste Management and received everything they wanted, and DIRECTOR CHITEPU said that currently there was no rate to compare to.

VICE MAYOR RUZZANO asked if it would be worth going out for an RFP and switching companies if the City was happy with the existing product and Waste Management would provide what the City wanted and then some.

DIRECTOR CHITEPU explained that one option Staff had was to meet with Waste Management and come back with an offer. He said that if the City wanted to see what was in the market, an RFP was needed.

COMMISSIONER TALERICO suggested comparing Waste Management to other Cities to determine whether they had a good deal; however, if it was not a good deal the City could still go out for an RFP.

DIRECTOR CHITEPU noted that the City was on a tight timeline, and said that Waste Management's contract was expiring September 30, 2015. He said that if going for an RFP, the City should be in the market with a bid by the end of February or beginning of March. He noted that it would then take about six to eight weeks for the contracts to be returned to the City, with another month for the evaluation process. He stated that it would probably not be rewarded until June.

COMMISSIONER PEERMAN said that the City would have to let Waste Management know if Staff was going out for an RFP by March 30, 2015.

VICE MAYOR RUZZANO asked about tweaking, and DIRECTOR CHITEPU explained that before going for the RFP he would obtain the Commission's input to tweak whatever needed to be tweaked.

COMMISSIONER PEERMAN felt that there would be a lot to tweak.

MAYOR SIMONE asked for a consensus.

COMMISSIONER PEERMAN said that the City should go out for an RFP, and COMMISSIONER BRYAN and MAYOR SIMONE both said that they agreed.

COMMISSIONER TALERICO wanted negotiations to take place with Waste Management; however, he realized the time issue.

VICE MAYOR RUZZANO asked how long it would take to negotiate with Waste Management.

COMMISSIONER PEERMAN stated that the negotiation would probably be quick because Waste Management would want to give the City anything they wanted. She said that if not in the competitive market for the RFP, the City would not know what would have been offered by the other companies.

VICE MAYOR RUZZANO said that he wanted to know what other City's rates were.

COMMISSIONER PEERMAN said that other Cities would say that their companies were the best, and DIRECTOR CHITEPU stated that the rates of other Cities were public; however, the criteria were different from Margate making it difficult to compare.

VICE MAYOR RUZZANO said that having the condominiums included was a bonus; therefore, the City should get an even cheaper product, and DIRECTOR CHITEPU said that other Cities had different populations, volume and size.

ATTORNEY STEINFELD said that not having the condominiums in the Franchise Agreement was a handicap for the rates, because collecting Multi-Family was the cheapest collection. He stated that collecting Single Family residences was the most expensive collection, which was why Margate's rates were higher than Tamarac's rates. He added that there were many variables.

DIRECTOR CHITEPU said that Margate could compare with other Cities; however, their characteristics were different. He added that Margate would not know if the rates were lowest unless going into the market.

VICE MAYOR RUZZANO still felt that Staff should find out who had the lowest rate, and DIRECTOR CHITEPU reiterated that Cities had different characteristics. There was additional discussion with regard to comparing to other Cities.

DIRECTOR CHITEPU noted that Staff had already looked at the contracts and rates for Coconut Creek, Coral Springs and Tamarac; however, a comparison could not be made because of the differences in the Cities.

VICE MAYOR RUZZANO spoke about the condominiums being a huge commodity.

DIRECTOR CHITEPU explained that the Commission would have to mandate the condominiums to come into the Franchise Agreement. He added that the Code would also have to be changed and an ordinance would have to be passed.

MAYOR SIMONE asked for a consensus.

COMMISSIONER PEERMAN and COMMISSIONER TALERICO agreed with going for an RFP.

ATTORNEY STEINFELD noted that this issue would have to come back to the Commission for a vote at a Commission meeting with the public having the right to comment.

VICE MAYOR RUZZANO wanted to see Waste Management give the lowest rate, and additional conversation ensued regarding the addition of the condominiums.

DIRECTOR CHITEPU said that the condominiums would not join unless they knew what rate they would be paying. He explained that when doing the RFP, the numbers the contractors need to arrive at a figure would be included. He noted that there would be two rates. He said that one rate would be without condominiums; however, a threshold would be included indicating that if the threshold was reached, the next fiscal year the contract would default to the other rates. He further explained that if the Commission wanted all the condominiums in, the ordinance would be modified and approved. He said an agenda item would be placed on the agenda for a vote regarding whether or not to go for an RFP. He hoped the results would be back in early May, with the first meeting for award in June.

CITY MANAGER SMITH added that when the RFP process came back to the Commission and the condominiums were able to see the rate comparison, the condominiums would be able to make an educated decision. He said that if most condominiums were in agreement, it would be an easier decision for the Commission to change the ordinance to include the condominiums.

MAYOR SIMONE asked for a consensus. All of the Commission agreed with going for the RFP 5-0.

## ADJOURNMENT

City of Margate

There being no further business, the meeting adjourned at 7:11 p.m.

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Respectfully submitted,

Transcribed by Carol DiLorenzo

Date: 5/11/15

Joseph J. Kavanagh, City Clerk

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