



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, December 13, 2021 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Jonathan G. Pearce, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

CONSENT AGENDA

1. **Official Minutes:** City Council Meeting Minutes, November 1, 2021. - Quintella L. Moorer, City Clerk.
2. **Resolution 2021-58:** Approving the agreement between the City of Greenacres and the Solid Waste Authority authorizing the execution of the Blighted and Distressed Property Clean-up and Beautification Grant Agreement for the Municipal Complex landscape enhancements; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Carlos Cedeno, Director of Public Works Department.
3. **Resolution 2021-59:** Approving the agreement between the City of Greenacres and Xtreme Pavers, Inc. for construction of a paver pathway surrounding the City Hall Municipal Complex; authorizing the appropriate city officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
4. **Resolution 2021-60:** Authorizing the execution of an agreement between Public Consulting Group, LLC and the City of Greenacres to prepare and audit the Medicare Ground Ambulance data Collection Survey, as required by the Centers for Medicare and Medicaid Services (CMS); authorizing the appropriate City Officials to execute all necessary documents; and providing for effective date. - Teri Beiriger, Director of Finance.

- 5. Resolution 2021-61:** Approving the agreement between the City of Greenacres and JB Services Team LLC, for installation of decorative stone on the columns at the City Hall Municipal Complex; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 6. Resolution 2021-62:** Approving the expense of additional funds and a contract amendment for sanitary sewer installation and drainage improvements as part of the Sidewalk Project Awarded to HG Construction Development and Investment, Inc.; authorizing the appropriate City Officials to execute the amendment; providing for an effective date. - Monica Powery, Director of Purchasing.
- 7. Resolution 2021-63:** Approving an agreement for Inspection and Building Services; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 8. Resolution 2021-64:** Authorizing the City of Greenacres, herein referred to as the City, to join with the State of Florida and other Local Governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a unified plan. - Andrea McCue, City Manager.

REGULAR AGENDA

- 9. Resolution 2021-57:** Amending the schedule of fees for Land Development Application reviews under Chapter 12, Subdivision and Land Development Regulations, and Chapter 16, Zoning Regulations, of the City of Greenacres Code of Ordinances; providing for repeal of conflicting resolutions; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.
- 10. PUBLIC HEARING: Ordinance 2021-05: First Reading:** An ordinance adopted by the City Council of the City of Greenacres, Florida, amending the future land use map of the future land use element of the City's Comprehensive Plan, to change the future land use designation of fourteen parcels of land totaling approximately 33.059 acres, located at the Northwest corner of the intersection between South Haverhill Road and Nash Trail is approximately 1,400 feet north of Lantana Road, from a Palm Beach County designation of Medium Residential 5 units per acre (PBC MR-5) and low Residential 1 unit per acre (PBC IR-1) to a City of Greenacres designation of Residential-Medium Density (RS-MD) and Residential High density (RS-HD), as requested by the petitioner, Wantman Group Inc., agent for the owners, Ann & Fred K Menor, Aaron & Frances LLC, American German Club Inc., Ernest & Lynne Cheetham, Claudia Cornel & Costel Dumitrescu, Matthew Greene, Melody & Noe Maldonado, Shipley Enterprise Inc., Phillipe Sze, Virginia Walter and Kfir Baranes; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Department of Economic Opportunity; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Kara Irwin Ferris, Director of Development and Neighborhood Services.
- 11. QUASI-JUDICIAL PUBLIC HEARING: Ordinance 2021-06: First Reading:** Approving a zoning change for fourteen parcels of land totaling approximately 33.059 acres, located at the Northwest corner of the intersection between South Haverhill Road and Nash Trail is approximately 1,400 feet North of Lantana Road, from a Palm Beach County designation of Agricultural Residential (PBC AR) and Residential Estate (PBC RE) to a City of Greenacres designation of Residential Medium density-2 (RM-2) and Residential High density (RH), as requested by the petitioner, Wantman Group Inc., agent for the owners, Ann & Fred K. Menor, Aaron & Frances LLC, American German Club Inc., Ernest

& Lynne Cheetham, Claudia Cornel & Costel Dumitrescu, Matthew Greene, Melody & Noe Maldonado, Shipley Enterprise Inc., Phillipe Sze, Virginia Walter and Kfir Baranes; providing for changes to the official zoning map; providing for repeal of conflicting ordinances, providing for severability; and providing for an effective date. - Kara Irwin-Ferris, Director of Development and Neighborhood Services.

12. PUBLIC HEARING: Ordinance 2021-16: Second Reading: Creating a new multipurpose Development Review and Appeals Board to be called the “Planning and Zoning Board of Appeals” at Section 16-81 through Section 16-85 of Chapter 16, Zoning Regulations, Article 2, Administration, Division 3 of the City’s Code of Ordinances; repealing the existing Sections 16-81 through 16-84 of Chapter 16, Zoning Regulations, Article 2, Administration, Division 3, Planning Commission/Local Planning Agency and repealing the existing Sections 16-101 through 16-107 of Chapter 16, Zoning Regulations, Article 2, Administration, Division 4, Zoning Board of Adjustments and Appeals, creating a new Division 4 to be entitled “Variances”, at Chapter 16, Zoning Regulation, Article 2, Administration, to include Sections 16-101 through 16- 105 and creating a new administrative variance process at Section 16-106; providing for related revisions throughout the City’s Code of Ordinances to replace the existing boards’ name with the name of the new Planning and Zoning Board of Appeals; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

13. Ordinance 2021-19: First Reading: Amending Greenacres City Code, Chapter 16, Zoning Regulations, Article II, Administration, Division 2, Land Development Staff by renaming Land Development Staff to Development Review Committee, replacing outdated names of City Departments or Committees/Boards, and updating procedures and renaming Land Development Staff to Development Review Committee in other Sections of the Code; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. Caryn Gardner-Young, Zoning Administrator.

14. Ordinance 2021-20: First Reading: Amending Greenacres Code of Ordinances Chapter 16, Zoning Regulations, Article II, Administration, Division 10, Amendments to approved special exceptions and site plans, Section 2-212 through Section 2-216, by replacing Class I, II and III site plan and special exception amendments with minor and major site plan and special exception amendments, making similar terminology changes in other sections for consistency; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. Caryn Gardner-Young, Zoning Administrator.

15. Board Appointment for the Scholarship Committee: Appointing Ms. Eliana Girard to serve a three (3) year term. - Andrea McCue, City Manager.

DISCUSSION ITEM

16. Property Improvement Program Criteria. - Carlos Cedeno, Director of Public Works and Aileen Hernandez, Administrative Assistant.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CITY MANAGER'S REPORT

17. Community & Recreation Service Department Report.

[18.](#) Development & Neighborhood Services Report.

[19.](#) Finance Report.

[20.](#) Fire Rescue Report.

[21.](#) Information Technology Report.

[22.](#) PBSO District 16 Report.

[23.](#) Purchasing Department Report.

[24.](#) Public Works Report.

[25.](#) Youth Programs Report.

CITY ATTORNEY'S REPORT

MAYOR AND CITY COUNCIL REPORT

ADJOURNMENT

Upcoming Council Meetings

January 3, 2022

Meeting Records Request

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

Notice of Council Meetings and Agendas

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

Americans with Disabilities Act

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



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, November 01, 2021 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Jonathan G. Pearce, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Flores called the meeting to Order at 6pm and City Clerk Moorer called the Roll.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Councilmember Dugo, Seconded by Deputy Mayor Tharp to approve the agenda. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, and Councilmember Pearce.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

None.

SPECIAL BUSINESS

1. Presentation: President Ava L. Parker, Palm Beach State College.

President Parker presented a Powerpoint highlighting Palm Beach State College and its accomplishments and service to the community. She also mentioned courses offered at the College and various options for students to attend classes. President Parker stated various courses were available for residents along with job specific certificates. President Parker wanted to provide a shared partnership with the City to assist residents in the area to help increase job enforcement, internships and to allow the College to become a more resourceful partner. She thanked the Council for their time and consideration. Mayor Flores stated he was looking forward to partnering with Palm Beach State College. He asked Ms. McCue to create a plan with President Parker to move forward with a partnership.

CONSENT AGENDA

- 2. Official Minutes:** City Council Meeting Minutes, October 18, 2021. - Quintella L. Moorer.
- 3. Proclamation:** National Hunger and Homelessness Week, November 13-21, 2021.
- 4. Resolution 2021-52:** Ratifying the Side Agreement to the Collective Bargaining Agreement between the City of Greenacres and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. for the period of November 1, 2021, through September 30, 2023; authorizing the appropriate City Officials to effectuate the terms of the Side Agreement; and providing an effective date. - Brian Fuller, Fire Rescue Chief.
- 5. Resolution 2021-53:** Approving the additional Software Agreement between the City of Greenacres and Tyler Technologies for the upgrade of the Code Enforcement and Community Development software; authorizing the appropriate City Officials to execute the agreement; providing for an effective date. - Monica Powery, Director of Purchasing.
- 6. Resolution 2021-54:** Approving the First Amendment to the Telecommunications Lease Agreement between the City of Greenacres and RG Towers, LLC. and providing an effective date. (City Hall Complex) - Andrea McCue, City Manager.
- 7. Resolution 2021-55:** Approving a First Amendment to the Telecommunications Lease Agreement by and between the City of Greenacres and RG Towers, LLC and providing an effective date. (Ira Van Bullock Park) - Andrea McCue, City Manager.
- 8. Resolution 2021-56:** Providing notice of the 2022 Municipal Election to be held on March 8, 2022 pursuant to the City Charter and Florida Statutes; approving the calendar year 2022 Agreement for vote processing equipment use and election services with the Palm Beach County Supervisor of Elections; designating the County Canvassing Board as the City's Canvassing Board for the March 2022 Election; and providing an effective date. - Quintella L. Moorer, City Clerk.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Noble to approve the Consent Agenda. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, and Councilmember Pearce.

REGULAR AGENDA

- 9. Ordinance 2021-14: First Reading:** Amending the Comprehensive Plan, more specifically to adopt a Property Rights Element, in its entirety as contained herein providing for repeal of conflicting Ordinances; providing for severability; providing for transmittal to the Department of Economic opportunity; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

City Clerk Moorer read Ordinance 2021-14 by title.

Ms. Gardner-Young stated the Ordinance was more of a house keeping requirement. The State requires each municipality to adopt a Property Rights Element into the Comprehensive Plan during updates. The language was copied verbatim from the Florida State Statutes. Ms. Gardner-Young stated the Ordinance meets all requirements and Staff recommends approval on First Reading.

Motion made by Councilmember Pearce, Seconded by Councilmember Dugo to approve Ordinance 2021-14 on First Reading. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, and Councilmember Pearce.

10. Ordinance 2021-15: First Reading; Amending the Comprehensive Plan, more specifically to update the Five Year Capital Improvements Plan of the City of Greenacres as outlined in the Capital Improvement Element, as contained herein; providing for repeal of conflicting Ordinances; providing for severability; providing for transmittal to the Department of Economic Opportunity; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

City Clerk Moorero read Ordinance 2021-15 by title.

Ms. Gardner-Young stated the Ordinance annual update was required by state. She stated to maintain a level of service, improvements must be made and maintained. The Ordinance meets all requirements and Staff recommends approval on First Reading.

Motion made by Councilmember Noble, Seconded by Councilmember Dugo to approve Ordinance 2021-15 on First Reading. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, and Councilmember Pearce.

11. Ordinance 2021-16: First Reading; Creating a new multipurpose development review and appeals board to be called the "Planning and Zoning Board of Appeals" at Section 16-81 through Section 16-85 of Chapter 16, Zoning Regulations, Article 2, Administration, Division 3 of the City's Code of Ordinances; repealing the existing Sections 16-81 through 16-85 of Chapter 16, Zoning Regulations, Article 2, Administration, Division 3, Planning Commission/Local Planning Agency and repealing the existing Sections 16-101 through 16-107 of Chapter 16, Zoning Regulations, Article 2 Administration, Division 4, Zoning Board of Adjustments and Appeals, creating a new division 4 to be entitled "variances", at Chapter 16, Zoning Regulation, Article 2, Administration, to include Sections 16-101 through 16- 105 and creating a new administrative variance process at Section 16-106; providing for related revisions throughout the City's Code of Ordinances to replace the existing boards' name with the name of the new Planning and Zoning board of appeals; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

City Clerk Moorero read Ordinance 2021-16 by title.

Ms. Gardner -Young recommended combining the Planning Commission/Local Planning Agency and Zoning Board of Adjustments and Appeals Advisory Board into one Board that would combine the duties of the previous two Boards. The combined Board would have a total of seven members, five regular members and two alternate members. The terms would be staggered, no term limits and would meet once a month. She highlighted the process for Variances and Administrative variances which included a few changes such as variances would run with the land, and no precedence for a variance and the allowance of Administrative Variances with requirements. Ms. Gardner-Young stated the changed combined Board would help streamline the approval process and create a more efficient process for Staff and the establishment of a Board quorum. Staff recommends approval.

Motion made by Councilmember Dugo, Seconded by Deputy Mayor Tharp to approve Ordinance 2021-16 on First Reading. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, and Councilmember Pearce.

12. Ordinance 2021-17: First Reading: Amending the Comprehensive Plan, more specifically to update the City of Greenacres 10 year Water Supply Facilities Work Plan as adopted by reference in the Intergovernmental and Public Facilities Elements, as contained herein; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Department of Economic Opportunity; providing for inclusion in the Comprehensive Plan; and providing for an effective date. - Caryn Gardner-Young, Zoning Administrator.

City Clerk Moorer read Ordinance 2021-17 by title.

Ms. Gardner-Young stated this Ordinance was the water supply update which was required do to changes to the South Florida Management District Work Plan. The Ordinance have met all requirements. Staff recommends approval.

Motion made by Councilmember Pearce, Seconded by Councilmember Noble to approve Ordinance 2021-17 on First Reading. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, and Councilmember Pearce

DISCUSSION ITEM

13. Property Improvement Program Criteria. - Carlos Cedeño and Aileen Hernandez, Administrative Assistant.

The item was moved to the December 13, 2021 Meeting.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

None.

CITY MANAGER'S REPORT

Ms. McCue requested to cancel the November 15 Council Meeting.

She stated the Veterans event would be November 11 and the next Let's Talk series would be November 17.

Covid Testing was still available at the Community Center.

CITY ATTORNEY'S REPORT

Mr. Torcivia highlighted a case regarding the need to continue to enforce City Codes.

MAYOR AND CITY COUNCIL REPORT

Mayor Flores stated he read at Kings Academy, and it was nice to be out and see the kids. He advised everyone to stay safe.

ADJOURNMENT

6:49PM.

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: **Resolution 2021-58**
Municipal Complex Landscape Enhancement Project
Blighted and Distressed Property Clean-Up and Beautification Grant

BACKGROUND

On August 25, 2021, the Solid Waste Authority (SWA) of Palm Beach County Governing Board announced the allocation of grant funds for the 2021-2022 fiscal year as an incentive to improve the quality of life and provide a safer, healthier and more aesthetically pleasing environment for residents of Palm Beach County. On September 15, 2021, the City of Greenacres submitted a grant application for funding to improve the aesthetics along Melaleuca Lane in front of the Municipal Complex to reduce the amount of labor required to maintain the right of way through appropriate landscape plantings. An ADA accessible paver brick pathway will also be constructed to connect the sidewalk along Melaleuca Lane to the pathway around the lake.

ANALYSIS

On October 13, 2021, the Solid Waste Authority Board approved the grant application in the amount of \$13,650.02. To proceed with the project, the attached Interlocal Grant Agreement between Solid Waste Authority of Palm Beach County (SWA) and the City of Greenacres requires approval by the City Council. The Agreement will become effective upon approval by SWA.

FINANCIAL INFORMATION

The Interlocal Agreement provides \$13,650.02 of the estimated construction cost of the project. The remaining portion of funds needed to complete the project has been budgeted in the FY 2022 budget under Capital Improvement Project #305-234, *Municipal Complex Enhancements*.

LEGAL

The Resolution has been prepared in accord with applicable City Code requirements

STAFF RECOMMENDATION

Approval of the SWA Interlocal Agreement through the adoption of Resolution 2021-58.



October 26, 2021

Carlos Cedenio
Public Works Director
City of Greenacres
5750 Melaleuca Lane
Greenacres, FL 33463

Dear Mr. Cedenio,

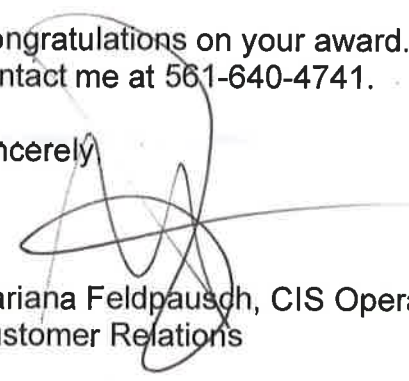
At the October 2021 regular meeting, the Board awarded funds from the Blighted and Distressed Property Cleanup and Beautification Grant. This letter will serve as confirmation that your proposed project (Municipal Complex Landscape Enhancement) is one of the awardees.

Enclosed you will find three (3) originals of the Interlocal Agreement (ILA) for execution by the individual authorized to legally bind your Town.

After all copies of the ILA have been executed and sealed please return them to my attention no later than November 30, 2021. The Authority will then sign them and one original will be returned to you.

Congratulations on your award. Should you have any questions, please feel free to contact me at 561-640-4741.

Sincerely,



Mariana Feldpausch, CIS Operations Manager
Customer Relations

Enc

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**CITY OF GREENACRES
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

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

THIS INTERLOCAL GRANT AGREEMENT (the "Grant Agreement") is made and entered into this ____ day of _____, 2021, by and between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and City of Greenacres, a Florida Municipal corporation, 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 2021/2022 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 the property that is the subject of this Interlocal Grant Agreement located within the municipal boundaries of the Applicant and identified by Parcel Control No. 18-42-44-26-00-000-7110, 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 create a landscaping plan that will improve the aesthetics along the roadway, and the Applicant's Municipal Complex; and

WHEREAS, the Applicant desires to use Florida native trees and shrubs to eliminate visibility issues so that the Applicant's Municipal Complex can be seen from the roadway, and install an ADA accessible paver brick pathway to connect the sidewalk along Melaleuca Lane to the pathway around the Property's lake (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; and,

WHEREAS, the Applicant and Authority find entering this Grant Agreement serves a valid public purpose.

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 Grant Agreement are true and correct and incorporated into and made a part of this Grant Agreement.

2. Purpose

The purpose of this Grant Agreement 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 Carlos Ceden, whose telephone number is (561) 642-2074.

4. The Project

- A. Plant native trees and shrubs along the roadway and Municipal Complex; and,
- B. Construct an ADA accessible paver brick pathway.

5. Effective Date and Term

This Grant Agreement shall take effect upon execution by the parties and shall remain in full force and effect until November 30, 2022.

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 Agreement for its full term.
- B. The Applicant agrees to comply with all applicable local, state and Federal laws, rules and regulations.
- C. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- D. Applicant agrees that it shall endeavor to complete the Project within 12 months from the date of execution of this Grant Agreement. 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.
- E. 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 ten (10) business days of receipt. If the Authority does not respond within the ten (10) day period, then the Applicant may proceed as if the Authority had no comments or objections.

7. Funding

The Authority shall disburse Grant funds in the amount of \$ 13,650.02 as follows:

- A. Upon execution of this Grant Agreement, the Authority shall disburse a check equal to 50% of the total Grant award.
- B. Upon Project completion and verification by the Authority, the remaining 50% of total Grant award shall be disbursed within 20 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 beyond the dollar amount set forth in this Grant Agreement.

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 Agreement. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant Agreement.

- 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 Agreement.
- 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 Agreement and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant Agreement 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 Agreement for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant Agreement 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 Agreement for the duration of this Grant Agreement. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant Agreement.

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 Agreement.
- 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 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 Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Applicant 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 Agreement confers no rights on anyone other than the Authority and 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 Agreement or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant Agreement, the Authority may exercise any and all rights available to it, including termination of this Grant Agreement. 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 Agreement. If the Authority terminates this Grant Agreement for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay 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 to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant Agreement for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7 above. The Applicant affirms that the benefits promised to it under this Grant Agreement are adequate consideration to support not only its duties and obligations under this Grant Agreement, but also support the Authority's right to terminate this Grant Agreement 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 Agreement for convenience.
- C. Upon termination of this Grant Agreement 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 Agreement are expressly limited to those contained in this Grant Agreement. 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 Agreement. 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 Agreement 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 Agreement 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 Agreement as set forth herein are limited solely to those in this Grant Agreement.
- 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 Agreement. 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 Agreement, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant Agreement.
- 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 Agreement.

19. Enforcement Costs

To the extent that enforcement of the Grant Agreement 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 Grant 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:

Mariana Feldpausch, CIS Operations Manager
Customer Information Services
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:

Carlos Cedenio
City of Greenacres
5750 Melaleuca Lane
Greenacres, FL 33463

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

21. No Waiver

No waiver of any provisions of this Grant Agreement, 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 Agreement 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 Grant Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant Agreement sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant Agreement. 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 Agreement which are of a continuing nature or impose obligations which extends beyond the term of this Grant Agreement 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.

28. Commercial Nondiscrimination Policy

As a condition of entering into this Grant Agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by specific reference. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for contractors, subcontractors, vendors and suppliers to participate in all of its public sector and private sector contracting, subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of

this Grant Agreement and may result in termination of this Grant Agreement, disqualification or debarment of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____
Sandra Vassalotti, Clerk to the Board

By: _____
Daniel Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Howard J. Falcon, III
General Counsel

By: _____
John Archambo
Director, Customer Information Services

ATTEST:

CITY OF GREENACRES

By: _____
Quintella Moorer, City Clerk

By: _____
Joel Flores, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

(SEAL)

By: _____
Glen J. Torcivia, City Attorney

Approved by the Solid Waste Authority Board on October 13, 2021, Item 9.D.1.

Approved by the City of Greenacres on _____, 20__ Item _____.

RESOLUTION NO. 2021-58

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND THE SOLID WASTE AUTHORITY AUTHORIZING THE EXECUTION OF THE BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT AGREEMENT FOR THE MUNICIPAL COMPLEX LANDSCAPE ENHANCMENTS; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City submitted the application to the Solid Waste Authority of Palm Beach County's Blighted and Distressed Property Clean-Up and Beautification Grant for landscape enhancements of the Municipal Complex; and

WHEREAS, the Solid Waste Authority approved the grant application for 50% funding of the \$13,650.02 proposed cost of the project; and

WHEREAS, The City desires to use Florida native trees and shrubs to eliminate visibility issues so that the Municipal Complex can be seen from the roadway, and install an ADA accessible paver brick pathway to connect the sidewalk along Melaleuca Lane to the pathway around the Property's lake (the "Project"); and

WHEREAS, the City 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 the Grant Agreement.

WHEREAS, funding for this project will supplement Capital Improvement Project #235-234 which has been approved in the City's FY 2022 Budget and will result in greatly needed improvements to Greenacres; and

**Resolution No. 2021-58 | Blighted and Distressed Property Clean-Up and Beautification Grant
Inter Local Agreement**

Page No. 2

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

SECTION 1. The City Council grants authorization for the execution of the Blighted and Distressed Property Clean-Up and Beautification Grant Agreement between the Solid Waste Authority of Palm Beach County and the City of Greenacres attached hereto as Exhibit A.

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

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

Resolution No. 2021-58 | Blighted and Distressed Property Clean-Up and Beautification Grant
Inter Local Agreement

Page No. 3

RESOLVED AND ADOPTED this 13th day of December 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Monica Powery, Director of Purchasing, Purchasing Department

SUBJECT: City Hall Municipal Complex Paver Pathway

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified firm for the construction of a paver pathway surrounding the City Hall Municipal Complex. The Facility was built in 2007 and is in need of improvements. The new walkway will allow residents to enjoy the grounds, which present a natural Florida setting.

As a direct result of the pandemic issues with the supply chain have arisen causing the cost of materials, particularly building materials to skyrocket. Experts are predicting the cost to continue to increase throughout the coming year.

ANALYSIS

The Purchasing Department has conducted an in-depth market analysis. The National Associations of Home Builders as well as the National Institute of Government Purchasing predicts that the cost of building materials will increase again in the beginning of the new year through the spring of 2022. A firm prediction for the remainder of the year is currently uncertain.

City staff determined that the best course of action is to bypass the historic bidding process that would delay the project over sixty days and possibly result in paying higher costs for these materials. Instead, the City has contacted three qualified local contractors and obtained quotes for this project.

The installation of clay brick paver walkway 5' wide around the municipal complex as provide in the attached map. The total cost of the materials including the pavers is \$73,675.00

FINANCIAL INFORMATION

Sufficient funds are budgeted in Capital Improvement Program 305-40-41-63-65 (CIP 305-234)

LEGAL

Approval of this item requires the City Council to grant a waiver of the competitive selection process under section 2-213 of the City's Purchasing Code since the value of the agreement exceeds \$35,000. The agreement has been reviewed by the City Attorney and meets all City Code requirements.

STAFF RECOMMENDATION

Approval of Resolution No. 2021-59 authorizing the execution of the Agreement to Xtreme Pavers, Inc.

RESOLUTION NO. 2021-59

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND XTREME PAVERS, INC. FOR CONSTRUCTION OF A PAVER PATHWAY SURROUNDING THE CITY HALL MUNICIPAL COMPLEX; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to hire an experienced and qualified firm for the construction of a paver pathway surrounding the City Hall Municipal Complex to improve the facility; and

WHEREAS, as a result of the supply chain issues due to the pandemic, the Purchasing Department recommends that to avoid paying higher material prices, the City Council should grant a waiver of the competitive selection process under section 2-213 of the City's Purchasing Code since the value of the work exceeds \$35,000; and

WHEREAS, Purchasing Department instructed the Public Works Department to obtain three quotes from three qualified local vendors; and

WHEREAS, the Purchasing Department recommends that the City Council approved award of the installation of the paver pathway to Xtreme Pavers, Inc., and authorize the execution of the agreement.

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

SECTION 1. The City Council hereby grants a waiver of the competitive selection process under section 2-213 of the City's Purchasing Code and authorizes the agreement for the installation of the paver pathway at the City Hall Municipal Complex between the City of Greenacres and Xtreme Pavers, Inc.

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

**Resolution No. 2021-59 | Construction Of a Paver Pathway Surrounding The City Hall
Municipal Complex Agreement**

Page No. 2

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

**Resolution No. 2021-59 | Construction Of a Paver Pathway Surrounding The City Hall
Municipal Complex Agreement**

Page No. 3

RESOLVED AND ADOPTED this 13 of day of December 2021

Joel Flores, Mayor

John Tharp, Deputy Mayor

Voted:

Attest:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Jonathan Pearce, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR AGREEMENT

Paver Pathway at City Hall Municipal Complex

THIS CONTRACTOR AGREEMENT ("Agreement") is made this 13 day of December 2021, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and Xtreme Pavers, Inc., a corporation authorized to do business in the State of Florida, herein referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY desires to hire an experienced and qualified firm for construction of a paver pathway surrounding the City Hall Municipal Complex; and

WHEREAS, CONTRACTOR submitted a quote to perform the services requested; and

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

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

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

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

1. Term

1.1 The term of this Agreement shall be for the duration of the project, final completion, City acceptance, and payment of the project.

2. Scope of Work

2.1 CONTRACTOR agrees to a 5 ft. wide clay brick paver walkway around the Municipal Complex. CONTRACTOR shall furnish all labor, supplies, equipment, tools, service, and supervision necessary to perform work necessary, conducive with a safe, neat, and clean environment required to complete the work.

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

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

3. INDEPENDENT CONTRACTOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole

direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

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

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

4. PROJECT MANAGEMENT

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

5. EQUIPMENT

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

6. FEE AND ORDERING MECHANISM

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

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

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. BILLING

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

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

9. AUDIT BY CITY

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

10. COPIES OF DATA/DOCUMENTS

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

11. OWNERSHIP

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

12. WRITTEN AUTHORIZATION REQUIRED

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

13. DEFAULTS, TERMINATION OF AGREEMENT

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

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

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would

be compensated only for services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

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

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

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

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

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

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

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

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

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

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

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

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

15. WAIVER OF BREACH

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

16. INDEMNITY

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

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

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

17. ENTIRE AGREEMENT

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

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

19. SUCCESSORS AND ASSIGNS

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

20. WAIVER OF TRIAL BY JURY

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

21. GOVERNING LAW

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

22. TIME IS OF THE ESSENCE

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

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

23. NOTICES

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

FOR CITY:

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

FOR CONTRACTOR:

DANNY COX
XTREME PAVERS, INC.
14932 68TH DRIVE NORTH
PALM BEACH GARDENS, FL 33418

24. SEVERABILITY

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

25. FORCES OF NATURE

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

26. COUNTERPARTS

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

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

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

29. PALM BEACH COUNTY IG

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

30. SCRUTINIZED COMPANIES

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

31. E-VERIFY

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

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

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

32. PUBLIC RECORDS

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

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

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

**CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE,
GREENACRES, FL 33463.**

34. EQUAL OPPORTUNITY EMPLOYMENT

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

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

CITY OF GREENACRES, FLORIDA

By: _____
Joel Flores, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Res No. 2021-60 Medicare Ground Ambulance Data Collection Survey

BACKGROUND

The Centers for Medicare and Medicaid Services (CMS) implemented a Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data

ANALYSIS

Public Consulting Group, LLC possesses professional skills that can assist the City of Greenacres in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System Audit. The City of Greenacres wishes to engage Public Consulting Group, LLC as an independent contractor to perform professional services as described in the agreement attached hereto as Exhibit A. This agreement will be in effect for one (1) National Provider Identifier (NPI) for the duration of one (1) 12-month reporting period, defined as October 1, 2022, to September 30, 2023, followed by a 5-month data collection/submission period commencing on February 28, 2024.

FINANCIAL INFORMATION

Public Consulting Group, LLC shall be paid compensation for all Contracted Services performed as described in Attachment A under a flat fee structure. Total compensation for this agreement shall be \$35,000 (thirty-five thousand dollars), which has been noted to be included in the City's FY 2024 Budget.

LEGAL

The agreement has been reviewed by the City Attorney for legal sufficiency and meets all legal requirements.

STAFF RECOMMENDATION

Approval of Resolution No. 2021-60.

RESOLUTION NO. 2021-60

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN PUBLIC CONSULTING GROUP, LLC AND THE CITY OF GREENACRES TO PREPARE AND AUDIT THE MEDICARE GROUND AMBULANCE DATA COLLECTION SURVEY, AS REQUIRED BY THE CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS); AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Centers for Medicare and Medicaid Services (CMS) implemented a Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data; and

WHEREAS, Public Consulting Group, LLC (“CONTRACTOR”) possesses professional skills that can assist the City of Greenacres (“PROVIDER”) in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System Audit; and

WHEREAS, PROVIDER wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative.

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

SECTION 1. The City Council grants authorization for the execution of all Contracted Services performed as described in the agreement attached hereto as Exhibit A.

SECTION 2. The City Council authorizes the appropriate City Officials to execute all documents and to effectuate the terms of the agreement.

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

RESOLVED AND ADOPTED this 13th of day of December, 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Monica Powery, Director of Purchasing, Purchasing Department

SUBJECT: Decorative Stone Columns at City Hall Municipal Complex

BACKGROUND

The City of Greenacres desires to hire an experienced and qualified firm for the installation of decorative stone to the columns at the City Hall Building. The Facility was built in 2007 and is in need of improvements. The new columns will be a decorative accent after the building has been painted, for a fresher more modern look.

As a direct result of the pandemic issues with the supply chain have arisen causing the cost of materials, particularly building materials to skyrocket. Experts are predicting the cost to continue to increase throughout the coming year.

ANALYSIS

The Purchasing Department has conducted an in-depth market analysis. The National Associations of Home Builders as well as the National Institute of Government Purchasing predicts that the cost of building materials will increase again in the beginning of the new year through the spring of 2022. A firm prediction for the remainder of the year is currently uncertain.

City staff determined that the best course of action is to bypass the historic bidding process that would delay the project over sixty days and possibly result in paying higher costs for these materials. Instead, the City has contacted three qualified local contractors and obtained quotes for this project.

The total cost of the installation materials and labor of decorative stone to the columns at the City Hall Building is \$18,500.

FINANCIAL INFORMATION

Sufficient funds are budgeted in Capital Improvement Program 305-40-41-63-65 (CIP 305-234)

LEGAL

The agreement has been reviewed by the City Attorney and meets all City Code requirements.

STAFF RECOMMENDATION

Approval of Resolution No. 2021-61 authorizing the execution of the Agreement and award of Bid

RESOLUTION NO. 2021-61

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF GREENACRES AND JB SERVICES TEAM LLC FOR INSTALLATION OF DECORATIVE STONE ON THE COLUMNS AT THE CITY HALL MUNICIPAL COMPLEX; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City desires to hire an experienced and qualified firm for the installation of decorative stone to the columns at the City Hall Building; and

WHEREAS, As a result of the supply chain issues due to the pandemic, the Purchasing Department recommends that to avoid paying higher material prices, the City should bypass the historic bidding process which takes a significant amount of time; and

WHEREAS, Purchasing instructed the Public Works Department to obtain three quotes from three qualified local vendors; and

WHEREAS, the Purchasing Department recommends that the City Council approved award of the installation of the decorative stone to the columns to the City Hall Building to JB Services Team LLC; and authorize the execution of the contracts.

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

SECTION 1. The City Council hereby authorizes the Agreement for the installation of decorative stone to the columns to the City Hall Municipal Building between the City of Greenacres and JB Services Team LLC.

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

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

Resolution No. 2021-61 | Installation of Decorative Stone to the Columns at the City Hall Building Agreement

Page No. 2

RESOLVED AND ADOPTED this 13 of day of December 2021

Joel Flores, Mayor

John Tharp, Deputy Mayor

Voted:

Attest:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Jonathan Pearce, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR AGREEMENT
Decorative Stone Columns at City Hall Municipal Complex

THIS CONTRACTOR AGREEMENT ("Agreement") is made this 13 day of December, 2021, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and JB Services Team LLC a corporation authorized to do business in the State of Florida, herein referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY desires to hire an experienced and qualified firm for the installation of decorative stone to the columns at the City Hall Building; and

WHEREAS, CONTRACTOR submitted a quote to perform the services requested; and

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

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

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

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

1. Term

1.1 The term of this Agreement shall be for the duration of the project, final completion, City acceptance, and payment of the project.

2. Scope of Work

2.1 CONTRACTOR agrees to cover existing columns at the City Hall Municipal Building with chosen material as outlined during the Request for Quote Process.

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

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

3. INDEPENDENT CONTRACTOR AND USE OF AGENTS OR ASSISTANTS

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

employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

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

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

4. PROJECT MANAGEMENT

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

5. EQUIPMENT

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

6. FEE AND ORDERING MECHANISM

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

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

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. BILLING

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

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

9. AUDIT BY CITY

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

10. COPIES OF DATA/DOCUMENTS

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

11. OWNERSHIP

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

12. WRITTEN AUTHORIZATION REQUIRED

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

13. DEFAULTS, TERMINATION OF AGREEMENT

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

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

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

14. INSURANCE

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

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

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

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

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

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

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

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

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

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

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

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

15. WAIVER OF BREACH

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

16. INDEMNITY

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

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

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

17. ENTIRE AGREEMENT

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

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY'S prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

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

19. SUCCESSORS AND ASSIGNS

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

20. WAIVER OF TRIAL BY JURY

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

21. GOVERNING LAW

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

22. TIME IS OF THE ESSENCE

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

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

23. NOTICES

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

FOR CITY:

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

FOR CONTRACTOR:

JB SERVICES TEAM LLC
3461 W SAN SALVADOR # 317
LANTANA, FL 33462

24. SEVERABILITY

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

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future

beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

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

28. PREPARATION

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

29. PALM BEACH COUNTY IG

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

30. SCRUTINIZED COMPANIES

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

31. E-VERIFY

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

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

32. PUBLIC RECORDS

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

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

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

34. EQUAL OPPORTUNITY EMPLOYMENT

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

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

CITY OF GREENACRES, FLORIDA

By: _____
Joel Flores, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

CONTRACTOR:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Monica Powery, Director, Purchasing

SUBJECT: Approval for Additional Funds and Amendment to Award of Bid No. 21-001 Greenacres Sidewalk Project

BACKGROUND

The City of Greenacres desired to hire an experienced and qualified firm for the construction of sidewalk connections in various locations throughout the City. This work also requires adjustment of pavement adjacent to new walks at intersections as well as ADA railing and ramps for walks. Pavement marking and signage of paved areas were to be included in this work. Additionally, grading of swales and embankments along roadsides and the placement and establishment of new sod in these areas were required along with some minor associated drainage work. Tree removal, curbing, and adjustment of utility structure lids will also be incidental and required to perform this work.

City Council approved Resolution No. 2020-51 authorizing execution of contract and award of Bid No. 21-001 City Sidewalk Project to HG Construction Development & Investment, Inc. at the Council Meeting held on December 7, 2020 in the amount of \$1,782,496.86.

ANALYSIS

During the project, it was found that it would be beneficial to the City to install sanitary sewer for future connection with associated drainage improvements. Doing the work now will be a significant cost savings to the City. If the work is not performed now, it is on the schedule for Fiscal Year 2022/2023 which would require a substantial amount of the job currently being performed under this project would have to be excavated and will result in doubling the amount of payment restoration. In addition to the cost savings the City will achieve by performing the work now this will elevate disturbing the intersection for an additional project in the near future. The amendment to the contract with HG Construction Development & Investment, Inc., will add the needed sanitary sewer and drainage work to the existing contract.

FINANCIAL INFORMATION

Funds will be expensed in account 305-40-42-63-20 Capital Improvements Program Project Number 305-106 in the amount of \$112,375.06.

LEGAL

The amendment to the contract is in accordance with the requirements of City policies and procedures.

STAFF RECOMMENDATION

Approval of Resolution No. 2021-62 authorizing expensing of additional funds and the contract amendment to the award of Bid No. 21-001 City Sidewalk Project to HG Construction Development & Investment, Inc. based on staff analysis and recommendations.

RESOLUTION NO. 2021-62

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE EXPENSE OF ADDITIONAL FUNDS AND CONTRACT AMENDMENT FOR SANITARY SEWER INSTALLATION AND DRAINAGE IMPROVEMENTS AS PART OF THE SIDEWALK PROJECT AWARDED TO HG CONSTRUCTION DEVELOPMENT & INVESTMENT, INC.; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Purchasing Department issued an Invitation to Bid for the construction of sidewalks, sidewalk railing for ADA, swales, grading, sod placement and establishment, asphalt paving, pavement marking, signage, minor drainage construction incidental thereto, Bid No. 21-001 (the "BID"); and

WHEREAS, on December 7, 2020, City Council authorized the execution of the contract between the City and HG Construction Development & Investment, Inc.; and

WHEREAS, In November 2021, it was brought to the attention of the City that sanitary sewer improvements needed to be installed before the construction of the sidewalk along with drainage improvements; and

WHEREAS, the Department recommends that the City Council approve the expense of additional funds to HG Construction Development & Investment, Inc., for the additional improvements and approve a contract amendment to include the additional improvements in the scope of work; and

WHEREAS, the City Council has determined that the expense of the additional funds and contract amendment as described herein serve a valid public purpose.

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

SECTION 1. The City Council hereby authorizes the expense of additional funds and the contract amendment, which is attached as Exhibit "A" and incorporated herein, for the installation

Resolution No. 2021-62 | Bid. No. 21-001 Additional Funds

Page No. 2

of sanitary sewer and associated drainage improvements by HG Construction Development & Investment, Inc.

SECTION 2. The City Council authorizes the appropriate City Officials to execute the contract amendment with HG Construction Development & Investment, Inc.

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

RESOLVED AND ADOPTED this 13 of day of December 2021

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Monica Powery, Director, Purchasing

SUBJECT: Award of RFP No. 22-002 Inspections and Building Services

BACKGROUND

The City of Greenacres desires to hire experienced and qualified companies to provide building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. The bid was advertised by the City's Purchasing Department on August 31, 2021.

ANALYSIS

The proposals were opened on September 29, 2021 with four (4) proposers responding. Sunshine Building Inspections LLC was deemed non-responsive as they did not meet the minimum requirements stated in the RFP. The attached tabulation sheet summarized the responses received. The Selection Committee was comprised of the following City personnel: Building Official, Zoning Administrator, Permitting Services Supervisor, and the Purchasing Director as the Chair.

The Selection Committee meeting was held on October 29, 2021 to discuss evaluations, determine if further discussions/presentations are desired, rank and award proposers. The committee determined that further discussions and presentations were not necessary. The committee also determined they would like to award a primary and secondary firm. The attached tabulation sheets summarizes the committee's final ranking.

FINANCIAL INFORMATION

Funds will be expensed as needed throughout the Fiscal Year. Sufficient funds are budgeted in the Development and Neighborhood Services Department.

LEGAL

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

STAFF RECOMMENDATION

Approval of Resolution No. 2021-63 authorizing execution of contract and award of RFP NO. 22-002 Inspection and Building Services to C.A.P. Government, Inc. as the primary and GFA International, Inc. d/b/a Universal Engineering Services as the secondary.

RESOLUTION NO. 2021-63

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING AGREEMENTS FOR INSPECTION AND BUILDING SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is in need of qualified companies to provide building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis; and

WHEREAS, the Purchasing Department (the "Department") issued Request for Proposal No. 22-002 for said services (the "RFP"); and

WHEREAS, the RFP was advertised in the legal notices section of the Palm Beach Post on August 31, 2021, and a notice was also sent to three hundred ninety-eight (398) prospective proposers via DemandStar; and

WHEREAS, on September 29, 2021 at 3:00 p.m. EST, the RFP closed and the Purchasing Department received four (4) responses which were reviewed by staff to ensure the responses met the RFP requirements and the proposers were both responsive and responsible; and

WHEREAS, the Selection Committee (the "Committee") met on October 29, 2021 to discuss evaluations, determine if further discussions/presentations are desired, rank and award proposers; and

WHEREAS, the Committee determined that further discussions/presentations were not necessary; and

WHEREAS, the Committee determined they would like to make an award to a primary firm and secondary firm; and

Resolution No. 2021-63 | Inspections and Building Services

Page No. 2

WHEREAS, the Committee recommends that the City Council approve award of the RFP to C.A.P. Government, Inc. as the primary firm and GFA International, Inc. d/b/a Universal Engineering Services as the secondary firm and authorize the execution of the agreements.

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

SECTION 1. The City Council hereby authorizes the Agreement for Inspections and Building Services between the City of Greenacres and C.A.P. Government, Inc. as the primary firm and GFA International, Inc. d/b/a Universal Engineering Services as the secondary firm.

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

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

RESOLVED AND ADOPTED this 13 of day of December 2021

Joel Flores, Mayor**Attest:**

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V***Approved as to Form and Legal Sufficiency:**

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 09, 2021

FROM: Andrea McCue, City Manager, Administration

SUBJECT: Resolution 2021-64 Opioid Settlement

BACKGROUND

The State of Florida has suffered irreparable harm because of the opioid epidemic and the State along with several named cities and counties joined a nationwide litigation against major manufacturers and distributors of Opioids. The State of Florida and several municipalities have been involved in the state's ongoing opioid litigation and negotiations with defendants in that litigation. The negotiations have included litigation counsel representing cities and counties. Non-named municipalities and counties wishing to receive a portion of the allocation must participate in the Florida Memorandum of Understanding (the Florida Plan).

ANALYSIS

The Florida Attorney General has announced that settlement agreements totaling \$26 billion have been reached in the nationwide litigation with major manufacturers and distributors of Opioids. The Resolution and agreements must be executed to receive funds.

FINANCIAL INFORMATION

The City is slated to receive a total of \$195,276.77 to be paid in installments.

LEGAL

Resolution 2021-64 has been reviewed by the City Attorney for legal sufficiency and compliance.

STAFF RECOMMENDATION

Staff recommendation approval of Resolution 2021-64.

RESOLUTION NO. 2021-64

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE CITY OF GREENACRES, HEREIN REFERRED TO AS THE CITY, TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN

WHEREAS, the City has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of the opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce fund available to the State, City, and every other Florida city and county.

Resolution No. 2021-64| Opioid Settlement

Page No. 2

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

SECTION 1. The City finds that participation in the Florida Plan would be in the best interest of the City and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county received funds for the harm that it has suffered.

SECTION 2. The City hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. The City Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. The City Manager is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. The City Clerk is hereby instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The City Clerk is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities and the Florida Association of Counties, and,

Attorney General Ashley Moody
c/o John M. Guard
The Capitol
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

RESOLVED AND ADOPTED this 13th of day of December 2021

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

John Tharp, Deputy Mayor

Voted:

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Jonathan Pearce, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Caryn Gardner-Young, Zoning Administrator

SUBJECT: **Resolution 2021-57**
Application Fees

BACKGROUND

As provided in Section 16-35(b) of the City of Greenacres (City) City Code, application fees for zoning approvals and other land development processes were last amended by the City Council on November 19, 2012, through Resolution 2012-24, with the increase based on changes to the April Consumer Price Index since the previous update.

As directed by the City Council, staff has continued to monitor data on the cost of reviews and to bring forward fee increases on a periodic basis to keep pace with inflation, keep current with the market regarding petition fees and impose the actual cost to process development petitions.

ANALYSIS

The proposed petition fees were modified based upon two calculations. First, the petition fee was based upon the City's costs of processing the petition. We took the average hourly rate of staff's time times the number of hours to approve/deny an individual petition. We also compared the processing of the petition to the market rate charged by other municipalities similar in size to the City or in close proximity to the City such as Dania Beach, Jupiter, Palm Beach Gardens, Royal Palm Beach and others. The City's fees were found to be lower than average for most application types and they were found to be inadequate to cover the cost of outside consultants for some application types.

The Fee Schedule was also updated by the removal of petitions no longer being reviewed such as Development Regional Impact (DRI) petitions as well as by the addition of new petitions such as Master Plans and Administrative Variances just approved by the City Council. Lastly, fees were added to recoup costs that staff was expending but were not being charged (although typically charged by other municipalities) such as alcohol beverage license review, addresses review, research fee and others.

The Advertising fees remain. Advertising fees are collected at initial application and are intended to cover the City's actual advertising costs. Refunds are issued to the applicant at the conclusion of approval in the event that the actual cost is less than the fee. An invoice is sent in those rare cases when the fee is not adequate. These fees have been increased based upon newspaper charges which have increased substantially since the last time the fee schedule was updated in 2015.

New Special Services fees are being proposed to be collected and are intended to cover the City's actual consultants' costs. These fees will be in an account with the City for any services required of the city attorney, city engineer, outside consultant or planning staff in drafting development agreements, reviewing or drafting deed restrictions, or drafting or reviewing any special documents, including agreements, deeds, conveyances, or other documentation necessary for the granting of a development petition; this term shall also include any services from outside consultants of the development and neighborhood services department required to review an application for a development petition. Refunds are issued to the applicant at the conclusion of approval of the event if the actual costs are less than the fee collected, or an invoice is sent when the fee is not adequate. This process is similar to the advertising fee process.

See attached fee schedule.

FINANCIAL INFORMATION

Based on projected case volumes for FY 2022, the revised fees are estimated to increase revenue by approximately \$23,441.

LEGAL

Resolution 2021-57 was prepared in accordance with all applicable State Statutes and City Code requirements.

STAFF RECOMMENDATION

Approval of amendments to the schedule of application fees through the adoption of Resolution 2021-57.

RESOLUTION NO. 2021-57

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE SCHEDULE OF FEES FOR LAND DEVELOPMENT APPLICATION REVIEWS UNDER CHAPTER 12, SUBDIVISION AND LAND DEVELOPMENT REGULATIONS, AND CHAPTER 16, ZONING REGULATIONS, OF THE CITY OF GREENACRES CODE OF ORDINANCES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 12-8 and Section 16-35(b) of the City of Greenacres (City) Code of Ordinances requires the City Council to set the fees required to be paid for various land development application reviews; and

WHEREAS, the City Council previously adopted Resolution 2012-24 on November 19, 2012, and Resolution 2015-39 on October 5, 2015, establishing and/or amending such fees; and

WHEREAS, the costs for personnel, advertisements, materials, and outside consultants necessary to review and process such land development applications have increased since the adoption of the Resolution 2012-24 and Resolution 2015-39; and

WHEREAS, the City Council of the City of Greenacres finds that it is in the best interest of the City and serves a valid public purpose to amend the fees as set forth in this Resolution to ensure that the City's costs in reviewing all land development applications are covered by the applicant..

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

SECTION 1. The fees to be charged by the City for the land development application reviews as required by Chapter 12 and Chapter 16 of the City's Code of Ordinances shall be the fees set forth in Exhibit "A", which is attached hereto and incorporated herein.

Resolution No. 2021-57 | DNS Fee Schedule

Page No. 2

SECTION 2. All resolutions in conflict herewith, including without limitation Resolutions 2012-24 and 2015-39, are hereby repealed.

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

[The remainder of page is intentionally left blank.]

Resolution No. 2021-57 | DNS Fee Schedule

Page No. 3

RESOLVED AND ADOPTED this 13th of day of December 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

Exhibit A
DEVELOPMENT AND NEIGHBORHOOD SERVICES
DEPARTMENT
FEE SCHEDULE

Item # 9.

	Petition Fee ²	Ad Fee ^{1,4}	Special Services Fee ^{1, 3,4}
Abandonment of Easement or Right-of-Way	<u>\$550</u> <u>\$1080</u>	<u>\$200</u> <u>\$600</u>	<u>2,000</u>
<u>Address Plan Review</u>	<u>\$100 per unit</u>	<u>\$0</u>	<u>\$0</u>
<u>After the fact requests</u>	<u>2x petition fee</u>	<u>\$0</u>	<u>\$0</u>
<u>Alcohol Beverage License Review</u>	<u>\$113</u>	<u>\$0</u>	<u>\$0</u>
Annexation	<u>\$0</u> <u>\$3400⁵</u>	<u>\$0</u>	<u>\$0</u>
Appeal of Administrative Decision	<u>\$275</u> <u>\$540</u>	<u>\$0</u>	<u>\$0</u>
<u>Building permit zoning review and inspection</u>	<u>\$50 per review</u> <u>or inspection</u>	<u>\$0</u>	<u>\$0</u>
<u>Comprehensive Plan Amendment (text amendment)</u>	<u>\$3400</u>	<u>\$1,500</u>	<u>\$2,000</u>
<u>Comprehensive Plan Amendment (small scale) under 50 acres</u>	<u>\$1660</u> <u>\$3,800</u>	<u>\$650</u> <u>\$1,500</u>	<u>\$2,000</u>
<u>Comprehensive Plan Amendment (large scale)</u>	<u>\$2240</u> <u>\$4,900</u>	<u>\$1150</u> <u>\$1,500</u>	<u>\$2,000</u>
<u>Developer's Agreement review and approval</u>	<u>\$1500</u>	<u>\$0</u>	<u>\$0</u>
<u>DRI Notification of Proposal Change (NOPC</u>	<u>\$2240</u>	<u>\$650</u>	
<u>DRI Amendment – Substantial Deviation</u>	<u>\$2240</u>	<u>\$650</u>	
<u>DRI Amendment – Nonsubstantial Deviation</u>	<u>\$520</u>	<u>\$0</u>	
<u>Land Development Staff Pre-application meeting</u>	<u>\$375⁶</u>	<u>\$0</u>	<u>\$0</u>
<u>Master Plan</u>	<u>\$2750</u>	<u>\$600</u>	<u>\$2,000</u>
<u>Master Plan Amendment</u>	<u>\$800</u>	<u>\$600</u>	<u>\$2,000</u>
<u>Master Sign Plan Program</u>	<u>\$800</u>	<u>\$600</u>	<u>\$0</u>
<u>No Show LDS/Planning Board</u>	<u>\$250</u>	<u>\$0</u>	<u>\$0</u>
<u>Performance bond/ monies accepted by the City or review of conditions of approval</u>	<u>\$520</u>	<u>\$0</u>	<u>\$0</u>
Plat - Preliminary [Plus 1% of cost of required improvements (grading, drainage, paving, signing and marking, and sidewalks)]	<u>\$520</u>	<u>\$0</u>	<u>\$2,000</u>
Plat - Final [Plus 1% of cost of required improvements (grading, drainage, paving, signing and marking, and sidewalks)]	<u>\$520</u>	<u>\$0</u>	<u>\$2,000</u>
Plat Exempt Subdivision	<u>\$360</u>	<u>\$0</u>	<u>\$2,000</u>
<u>Request for postponement of Public Hearing within ten (10) days of public meeting</u>	<u>\$250</u>	<u>\$0</u>	<u>\$0</u>
<u>Re-submittal fee (after first resubmittal) requiring review by the Land Development Staff</u>	<u>\$250 OR 50% application free whichever is more</u>	<u>\$0</u>	<u>\$0</u>
<u>Research fees, per hour</u>	<u>\$40</u>	<u>\$0</u>	<u>\$0</u>
Site and Development Plan	<u>\$2,750</u>	<u>\$0</u> <u>\$1,000</u>	<u>\$2,000</u>
Site and Development Plan Amendment – Class I (minor)	<u>\$330</u> <u>\$500</u>	<u>\$0</u>	<u>\$0</u>
Site and Development Plan Amendment – Class III (major)	<u>\$2210</u>	<u>\$0</u>	

			Item # 9.
Special Exception – Developed Site	\$830 \$1621	\$450 \$600	\$2,000
Special Exception – Undeveloped Site	\$1,660 \$3243	\$450 \$600	Yes
Special Exception – Planned Unit Development (Plus \$15 per acre or portion thereof)	\$2,210	\$450	Yes
Special Exception Amendment (Including PUD)- (excluding conditions of approval)	\$1500	\$600	\$2,000
Subdivision			
Time Extension for Site Plans and Special Exceptions	\$550 \$1450	\$0	\$0
Unity of Title/Unity of Control/Release	\$550	\$0	\$0
Variance - Administrative	\$800	\$0	\$0
Variance – Residential Uses single family	\$800	\$600	\$2000
Variance – Residential Uses <u>except single family</u>	\$220 \$1080	\$200 \$600	\$2,000
Variance – Non-residential Uses	\$2160	\$600	\$2,000
Withdrawal Processing Fee	\$250	\$0	\$0
Zoning Change-Map Amendment	\$2210 \$3734	\$650 \$1,500	\$2,000
Zoning Confirmation Letter	\$44 \$50	\$0	\$0
Zoning Text Amendment – <u>general text</u>	\$1140 \$3130	\$1150 \$1,500	\$2,000
Cost of Photocopies (Finance Account Number #3414)			
COMPREHENSIVE PLAN	\$100.00		
CITY CODES: Zoning Code (Chapter 16 only)	\$25.00		
Subdivision Code	\$7.00		
COPIES: Single-sided photocopies (up to 11"x17")	\$0.15		
Double-sided photocopies (up to 11"x17")	\$0.20		
Size 24" x 36" - black & white	\$4.00		
Size 24" x 36" - color	\$40.00		
Size 36" x 42" - black & white	\$8.00		
Size 36" x 42" - Color	\$80.00		
Note 1: If actual advertising costs are less than fee collected, balance will be refunded. If actual costs exceed fee collected, balance will be due from applicant.			
Note 2: Petition fee includes staff review of complete applications and is non-refundable.			
Note3: Special Services escrow means an account with the City for any services required of the city attorney, city engineer, outside consultant or planning staff in drafting development agreements, reviewing or drafting deed restrictions, or drafting or reviewing any special documents, including agreements, deeds, conveyances, or other documentation necessary for the granting of a development petition; this term shall also include any services from outside consultants of the development and neighborhood services department required to review an application for a development petition.			
Note 4: Escrow will be billed for project based on actual expenses for a project. Greenacres reserves the right to charge additional fees to recover professional, advertising, and other costs greater than the listed initial escrow amount.			
Note 5: This amount will not be charged if the annexation is requested by the City of Greenacres			
Note 6: This amount will be credited to the applicant's account if a petition is filed with the City of Greenacres within thirty (30) days			



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Kara Irwin-Ferris, AICP, Development & Neighborhood Services Director

SUBJECT: **Ordinance 2021-19-05, CPA-20-04**
Blossom Trail (aka Nash Trail)

BACKGROUND

A request from Yoan Machado of WGI, agent for multiple owners for a small-scale Future Land Use Amendment for approximately 33.06 acres from PBC MR-5 (Medium Density 5 Units per Acre) and Palm Beach County Low Residential (LR-1) to City Residential Medium Density (RS-MD) and City Residential High (RS-HD) Density. The site is located on the west side of Haverhill Road, south of Lake Worth Drainage District L-15 Canal, north of Nash Trail and south of 52nd Drive South (5650 and 5696 52nd Drive South; 5141 and 5329 Nash Trail; 5690, 5601, and 5533 Carmel Lane; 5625 50th Way South; 5595 and 5519 Haverhill Road).

Requests for a zoning change (ZC-20-04), special exception to allow a Planned Unit Development (SE-PUD-20-03) and Site and development plan (SP-20-03) are concurrently under review by the City.

The subject properties were annexed into the City as petition ANX-20-01 through a referendum vote on August 18, 2020. On July 13, 2020, Ordinance 2020-03 was adopted by the City Council to provide for a referendum on the question of annexation for the registered electors within the proposed annexation area. The City forwarded the Ordinance and referendum language to the Palm Beach County Supervisor of Elections to prepare for a referendum of the registered electors. The city held the referendum on annexation at the next regularly scheduled election, August 18, 2020. A majority of votes (+50%) cast by registered electors residing within the annexation area was required for the referendum to pass. The referendum passed with 75% of the registered electors and the Annexation Ordinance became effective ten (10) days after the referendum, on August 28, 2020.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Local Planning Agency recommending approval by a vote of 6-0 at their meeting on December 1, 2021.

ANALYSIS

This small-scale future land use amendment is needed in order to replace the existing Palm Beach County Medium Density 5 Units per Acre (MR-5) and Palm Beach County Low Residential (LR-1) future land use designation with an appropriate City designation because of concurrent development applications. The Advisory Future Land Use Map (Map FLU 9)

recommends Residential Low Density (RS-LD) and Residential Medium Density (RS-MD) for the subject area. However, the City's Future Land Use Element states "these assignments to only serve as a guide in reviewing land use requests and development in these areas until the time of annexation". In addition, the City's comprehensive plan also recognizes the broad national trend in housing development of apartment, townhouse, and zero lot line units to continue in the City of Greenacres, due in large part to rising construction costs and smaller household sizes.

A portion of the site, 30.56 acres, has a Palm Beach County Medium Residential 5 future land use designation that allows a maximum residential development density of 5 dwelling units per gross acre, with a potential for up to 3 additional units per acre using the County's Transfer of Development Rights (TDR) program (for a total of 8 du/acre). In addition, the County allows bonus densities for the Workforce Housing units within a development, which would further increase the potential density of the site.

The remainder of the site, 2.5 acres, has a Palm Beach County LR 1 future land use designation that allows a maximum residential development density of 1 dwelling unit per gross acre. The property could utilize the County's Transfer of Development Rights program for a maximum of an additional 3 units per acre as a PUD (for a total of 4 du/acre). In addition, the County allows bonus densities up to 50% for the Workforce Housing Program within a development, which would further increase the potential density of the site.

The proposed City of Greenacres RS-MD future land use designation allows a maximum residential development density of a maximum 7 dwelling units per net acre. The proposed Residential Medium - 2 (RM-2) zoning designation allows up to 7 units per net acre. The proposed City of Greenacres RS-HD future land use designation allows a maximum residential development density of a maximum 10 dwelling units per net acre. The proposed Residential High (RH) zoning designation allows up to 10 units per net acre. The net density is defined as the specific area of land exclusive of all public and private rights-of-way within the proposed development. The city does not allow for the use of a determination using gross density, TDRs, or density bonuses for workforce housing, so the overall density allowance would be less than Palm Beach County. This is provided using a 15-20% reduction for roadways (public and private) in the area utilized to determine the density of a proposed project, as required by the City of Greenacres Comprehensive Plan. The analysis is less without the potential application of the 50% increase for workforce housing in Palm Beach County.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2021-05 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of CPA-20-04 through the adoption of Ordinance 2021-05.

ORDINANCE NO. 2021-05

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, TO CHANGE THE FUTURE LAND USE DESIGNATION OF FOURTEEN PARCELS OF LAND TOTALING APPROXIMATELY 33.059 ACRES, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION BETWEEN SOUTH HAVERHILL ROAD AND NASH TRAIL IS APPROXIMATELY 1,400 FEET NORTH OF LANTANA ROAD, FROM A PALM BEACH COUNTY DESIGNATION OF MEDIUM RESIDENTIAL 5 UNITS PER ACRE (PBC MR-5) AND LOW RESIDENTIAL 1 UNIT PER ACRE (PBC LR-1) TO A CITY OF GREENACRES DESIGNATION OF RESIDENTIAL-MEDIUM DENSITY (RS-MD) AND RESIDENTIAL HIGH DENSITY (RS-HD), AS REQUESTED BY THE PETITIONER, WANTMAN GROUP INC., AGENT FOR THE OWNERS, ANN & FRED K MENOR, AARON & FRANCES LLC, AMERICAN GERMAN CLUB INC., ERNEST & LYNNE CHEETHAM, CLAUDIA CORNEL & COSTEL DUMITRESCU, MATTHEW GREENE, MELODY & NOE MALDONADO, SHIPLEY ENTERPRISE INC., PHILIPPE SZE, VIRGINIA WALTER AND KFIR BARANES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Greenacres, pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been certified by the State of Florida Division of Community Development; and

WHEREAS, WGI, Inc. is agent for the owners, Ann & Fred K. Menor, Aaron & Frances LLC, American German Club INC., Ernest & Lynne Cheetham, Claudia Cornel & Costel Dumitrescu, Matthew Greene, Melody & Noe Maldonado, Shipley Enterprise INC., Philippe Sze, Virginia Walter and Kfir Baranes, of the hereinafter described properties; and

WHEREAS, the petitioner is requesting to change the City of Greenacres Future Land Use Map from a Palm Beach County future land use designation of Medium Residential 5 (MR 5) AND Low Residential 1 (LR-1) to a City of Greenacres land use designation of Residential-Medium Density (RS-MD) and Residential High Density (RS-HD) for the subject properties; and

WHEREAS, the Local Planning Agency for the City of Greenacres has held a duly advertised public hearing on December 1, 2021, and has recommended approval of petition CPA-20-04 to amend the Comprehensive Plan; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing to receive comments on CPA-20-04 concerning the proposed amendment to the Comprehensive Plan and has considered all comments received as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed amendment ordinance is consistent with the City's Comprehensive Plan and is in the best interest of the citizens of the City of Greenacres.

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

Section 1. Future Land Use Map Designation.

That the Future Land Use Map designation Medium Residential 5 (MR 5) AND Low Residential 1 (LR-1) to a City of Greenacres land use designation of Residential-Medium Density (RS-MD) and Residential High Density (RS-HD) for the properties legally described as follows:

Legal Description

PCNs: 00-42-44-35-00-000-5480, 00-42-44-35-00-000-5030, 00-42-44-35-00-000-5490,
00-42-44-35-00-000-5190, 00-42-44-35-00-000-5370, 00-42-44-35-00-000-5430,
00-42-44-35-00-000-5300, 00-42-44-35-00-000-5080, 00-42-44-35-00-000-5170,
00-42-44-35-00-000-5500, 00-42-44-35-00-000-5440, 00-12-44-35-00-000-5200,
00-12-44-35-00-000-5010, 00-12-44-35-00-000-5450

RESIDENTIAL HIGH DENSITY:

A parcel of land lying within a portion of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

COMMENCE at the East quarter corner (E 1/4) of Section 35; Thence South 02°08'51" West along the East line of the Southeast quarter (SE 1/4) of said Section 35, for 64.15 feet; Thence North 88°51'28" West departing said East line of Section 35, for 60.43 feet to the POINT OF BEGINNING, said point being the intersection of the South right of way line of the LWDD L-15 Canal according to Official Records Book 6495, Page 761, Public Records Palm Beach County, Florida, and the West Right-of-Way line for Haverhill Road, according to Official Record Book 12022, Page 197, Public Records Palm Beach County, Florida; Thence, following two (2) courses being along said West right-of-way line for Haverhill Road, South 02°08'51" West, for 414.28 feet to a point of curvature with a curve concave to the West, said curve having a radius of 18,154.93 feet and a central angle of 01°46'26"; Thence Southerly along said curve for 562.10 feet to the South line of land recorded in Official Records Book 25925, Page 1423, Public Records Palm Beach County, Florida; Thence North 88°57'52" West along said South line, for 267.93 feet to a point on the East line of lands recorded in Official Records Book 13006, Page 1083, Public Records Palm Beach County, Florida; Thence South 02°07'22" West along said East line, for 321.10 feet to a point on the North Right-of-Way of Nash Trail, according to Official Records Book 1689, Page 895, Public Records of Palm Beach County, Florida; Thence North 88°51'36" West along said North Right-of-Way line for Nash Trail and a common South line of lands recorded in Official Records Book 13006, Page 1083, Official Records Book 6071, Page 1082, Official Records Book 31027, Page 668, all being of the Public Records Palm Beach County, Florida, for 800.72 feet to a point for the southwest corner of the herein described tract; Thence, the following six (6) courses over and across the parent tracts North 02°02'59" East, for 131.04 feet to a point; South 88°51'32" East, for 126.94 feet to a point; North 02°02'51" East, for 151.39 feet to a point; North 02°04'46" East, for 580.02 feet to a point; South 89°08'37" East, for 148.49 feet to a point; North 00°43'29" East, for 429.52 feet to the South Right-of-Way line for LWDD L-15 canal; Thence

South 89°16'39" East along said South Right-of-Way Line, for 813.76 feet to the POINT OF BEGINNING.

Said lands lying and situate in Palm Beach County, Florida and containing 25.145 acres, more or less.

RESIDENTIAL-MEDIUM DENSITY:

A parcel of land lying within a portion of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

COMMENCE at the East quarter corner (E 1/4) of Section 35; Thence South 02°08'51" West along the East line of the Southeast quarter (SE 1/4) of said Section 35, for 64.15 feet; Thence North 88°51'28" West departing said East line of Section 35, for 60.43 feet to the intersection of the South right of way line of the LWDD L-15 Canal according to Official Records Book 6495, Page 761, Public Records Palm Beach County, Florida, and the West Right-of-Way line for Haverhill Road, according to Official Record Book 12022, Page 197, Public Records Palm Beach County, Florida; Thence North 89°16'39" West, continuing along said South Right-of-Way Line, for 813.76 to the POINT OF BEGINNING; Thence, the following six (6) courses over and across the parent tracts South 00°43'29" West, for 429.52 feet to a point; North 89°08'37" West, for 148.49 feet to a point; South 02°04'46" West, for 580.02 feet to a point; South 02°02'52" West, for 151.39 feet to a point; North 88°51'32" West, for 126.94 feet to a point; South 02°02'59" West, for 130.04 feet to a point on the North Right-of-Way of Nash Trail, according to Official Records Book 1689, Page 895, Public Records of Palm Beach County, Florida; Thence North 88°51'36" West along said North Right-of-Way line for Nash Trail and a common South line of lands recorded in Official Records Book 27089 Page 440 of the Public Records Palm Beach County, Florida, for 170.02 to a point on the East Right-of-Way for 52nd Drive South (formally Myers Rd.) according to Deed Book 1088, Page 518,

Public Records Palm Beach County, Florida; Thence North 02°02'51" East along said East Right-of-Way for 52nd Drive South, and a common West line of lands recorded in Official Records Book 27089, Page 440, Official Records Book 30058, Page 5, all being of the Public Records Palm Beach County, Florida, for 1,007.96 feet; Thence South 89°10'24" East along a common North line of lands recorded in Official Records Book 30058, Page 5, Palm Beach County Public Records, Florida, for 297.38 feet; The following Two (2) courses being along the West, North and East lines of lands recorded in Official records Book 28980, Page 91, Official records Book 8925, Page 323, all being of the Public Records Palm Beach County; Thence North 02°04'22" East, for 281.16 feet to the South Right-of-Way line for LWDD L-15 canal; Thence South 89°16'39" East along said South Right-of-Way Line, for 138.39 feet to the POINT OF BEGINNING.

Said lands lying and situate in Palm Beach County, Florida and containing 7.915 acres, more or less.

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 33.059 ACRES MORE OR LESS.

SECTION 2. Authorization to Make Changes.

That the Planning and Engineering Department is further authorized to make the necessary map change to the Comprehensive Plan to reflect the change authorized by this Ordinance.

Section 3. Repeal of Conflicting Ordinances.

All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 4. Severability.

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

Section 5. Transmittal to the DCD.

The Planning and Engineering Department shall send copies of the future land use amendment and Ordinance to the Treasure Coast Regional Planning Council (TCRPC) and the State Division of Department of Economic Opportunity (DEO).

Section 6. Inclusion in the Comprehensive Plan.

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

Section 7. Effective Date.

In accordance with section 163.3187, Florida Statutes, the effective date of this small-scale map amendment shall be thirty-one (31) days after the Department of Economic Opportunity (DEO) notifies the City that the plan amendment package is complete. If timely

challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

[The remainder of this page intentionally left blank.]

Passed on the first reading this 13th day of December, 2021.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Kara Irwin-Ferris, AICP, Development & Neighborhood Services Director

SUBJECT: **Ordinance 2021-06, ZC-20-04**
Blossom Trail (aka Nash Trail)

BACKGROUND

A request from Yoan Machado of WGI, agent for multiple owners for a zoning designation change from Palm Beach County Agricultural Residential (AR) and Residential Estate (RE) to City Residential Medium Density (RM-2) and Residential High Density (RH). The site is located on the west side of Haverhill Road, south of Lake Worth Drainage District L-15 Canal, north of Nash Trail and south of 52nd Drive South (5650 and 5696 52nd Drive South; 5141 and 5329 Nash Trail; 5690, 5601, and 5533 Carmel Lane; 5625 50th Way South; 5595 and 5519 Haverhill Road). Requests for future land use change (CPA-20-04), special exception to allow a Planned Unit Development (SE-PUD-20-03) and a Site and development plan (SP-20-03) are under concurrent review by the City.

The subject properties were annexed into the City as petition ANX-20-01 through a referendum vote on August 18, 2020. On July 13, 2020, Ordinance 2020-03 was adopted by the City Council to provide for a referendum on the question of annexation for the registered electors within the proposed annexation area. The City forwarded the Ordinance and referendum language to the Palm Beach County Supervisor of Elections to prepare for a referendum of the registered electors. The city held the referendum on annexation at the next regularly scheduled election, August 18, 2020. A majority of votes (+50%) cast by registered electors residing within the annexation area was required for the referendum to pass. The referendum passed with 75% of the registered electors and the Annexation Ordinance became effective ten (10) days after the referendum, on August 28, 2020.

The Land Development Staff has reviewed this proposal and recommended approval, followed by the Local Planning Agency recommending approval by a vote of 5-1 at their meeting on December 1, 2021.

ANALYSIS

The proposed rezoning from Palm Beach County Agricultural Residential (PBC AR) and Palm Beach County Residential Estate (RE) district zoning designation to Residential Medium - 2 (RM-2) and Residential High Density (RH) is consistent with the City's future land use element of the Comprehensive Plan. The proposed RM-2 zoning designation is consistent with the proposed Residential - Medium Density (RS-MD) future land use designation and the proposed

RH zoning designation is consistent with the proposed Residential High Density (RS-HD). This proposed zoning changes will not create an isolated zoning district. The changes are required in order to complete the annexation process and the zoning of the site for medium density residential and residential high density are consistent with adjacent properties. The property to the north is zoned Residential Low – 3 (RL-3) which is a lower density residential zoning district. However, the properties to the east have the same RM-2 zoning district as proposed. The RH zoning is consistent with the portion of the property adjacent to the non-residential uses to the south and the recently widened Haverhill Road. The proposed zoning changes will not adversely affect living conditions in the area. Any future project, such as the concurrent petition for a site and development plan, will be conditioned to include adequate landscaping, setbacks and buffering.

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2021-06 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of ZC-20-04 through the adoption of Ordinance 2021-06.

ORDINANCE NO. 2021-06

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING A ZONING CHANGE FOR FOURTEEN PARCELS OF LAND TOTALING APPROXIMATELY 33.059 ACRES, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION BETWEEN SOUTH HAVERHILL ROAD AND NASH TRAIL IS APPROXIMATELY 1,400 FEET NORTH OF LANTANA ROAD, FROM A PALM BEACH COUNTY DESIGNATION OF AGRICULTURAL RESIDENTIAL (PBC AR) AND RESIDENTIAL ESTATE (PBC RE) TO A CITY OF GREENACRES DESIGNATION OF RESIDENTIAL MEDIUM DENSITY-2 (RM-2) AND RESIDENTIAL HIGH DENSITY (RH), AS REQUESTED BY THE PETITIONER, WANTMAN GROUP INC., AGENT FOR THE OWNERS, ANN & FRED K MENOR, AARON & FRANCES LLC, AMERICAN GERMAN CLUB INC., ERNEST & LYNNE CHEETHAM, CLAUDIA CORNEL & COSTEL DUMITRESCU, MATTHEW GREENE, MELODY & NOE MALDONADO, SHIPLEY ENTERPRISE INC., PHILIPPE SZE, VIRGINIA WALTER AND KFIR BARANES; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, WGI, Inc. is agent for the owners, Ann & Fred K. Menor, Aaron & Frances LLC, American German Club INC., Ernest & Lynne Cheetham, Claudia Cornel & Costel Dumitrescu, Matthew Greene, Melody & Noe Maldonado, Shipley Enterprise INC., Philippe Sze, Virginia Walter and Kfir Baranes, of the hereinafter described properties; and

WHEREAS, the Petitioner is requesting a rezoning of fourteen (14) parcels of land totaling approximately 33.059 acres more or less, from a Palm Beach County zoning designation of Agricultural Residential (AR) and Residential Estate (RE) to a City of Greenacres zoning designation of Residential Medium Density-2 (RM-2) and Residential High Density (RH); and

WHEREAS, the Planning Commission has held a duly advertised public hearing on December 1, 2021 and reviewed the application for compliance with the staff findings relevant to the criteria for a Zoning Change as detailed in the Land Development Staff Report and Recommendation, Exhibit "A", dated November 24, 2021, as revised; and

WHEREAS, the City Council of the City of Greenacres has conducted a duly advertised public hearing on December 13, 2021 and has considered all comments received concerning the proposed amendment to the Official Zoning Map as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed zoning change ordinance is consistent with the City's Comprehensive Plan, said Plan being adopted pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act and certified by the State of Florida Division of Community Development; and

WHEREAS, the City Council of the City of Greenacres further finds that, in accordance with Exhibit "A", "Land Development Staff Report and Recommendation", dated November 24, 2021, as revised (attached), the proposed amendment changing the zoning district of fourteen (14) parcels of land totaling approximately 33.059 acres more or less, from a Palm Beach County zoning designation of Agricultural Residential (AR) and Residential Estate (RE) to a City of Greenacres zoning designation of Residential Medium Density-2 (RM-2) and Residential High Density (RH); and.

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

Section 1. Zoning District Amendment.

The request by the petitioner to change the Official Zoning Map to include a zoning change of fourteen (14) parcels of land totaling approximately 33.06 acres more or less, from a Palm Beach County zoning designation of Agricultural Residential (AR) and Residential Estate (RE) to a City of Greenacres zoning designation of Residential Medium Density-2 (RM-2) and Residential High Density (RH); and:

Legal Description

PCNs: 00-42-44-35-00-000-5480, 00-42-44-35-00-000-5030, 00-42-44-35-00-000-5490, 00-42-44-35-00-000-5190, 00-42-44-35-00-000-5370, 00-42-44-35-00-000-5430, 00-42-44-35-00-000-5300, 00-42-44-35-00-000-5080, 00-42-44-35-00-000-5170, 00-42-44-35-00-000-5500, 00-42-44-35-00-000-5440, 00-12-44-35-00-000-5200, 00-12-44-35-00-000-5010, 00-12-44-35-00-000-5450

RESIDENTIAL HIGH DENSITY:

A parcel of land lying within a portion of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

COMMENCE at the East quarter corner (E 1/4) of Section 35; Thence South 02°08'51" West along the East line of the Southeast quarter (SE 1/4) of said Section 35, for 64.15 feet; Thence North 88°51'28" West departing said East line of Section 35, for 60.43 feet to the POINT OF BEGINNING, said point being the intersection of the South right of way line of the LWDD L-15 Canal according to Official Records Book 6495, Page 761, Public Records Palm Beach County, Florida, and the West Right-of-Way line for Haverhill Road, according to Official Record Book 12022, Page 197, Public Records Palm Beach County, Florida; Thence, following two (2) courses being along said West right-of-way line for Haverhill Road, South 02°08'51" West, for 414.28 feet to a point of curvature with a curve concave to the West, said curve having a radius of 18,154.93 feet and a central angle of 01°46'26"; Thence Southerly along said curve for 562.10 feet to the South line of land recorded in Official Records Book 25925, Page 1423, Public Records Palm Beach County, Florida; Thence North 88°57'52" West along said South line, for 267.93 feet to a point on the East line of lands recorded in Official Records Book 13006, Page 1083, Public Records Palm Beach County, Florida; Thence South 02°07'22" West along said East line, for 321.10 feet to a point on the North Right-of-Way of Nash Trail, according to Official Records Book 1689, Page 895, Public Records of Palm Beach County, Florida; Thence North 88°51'36" West along said North Right-of-Way line for Nash Trail and a common South line of lands recorded in Official Records Book 13006, Page 1083, Official Records Book 6071, Page 1082, Official Records Book 31027, Page 668, all being of the Public Records Palm Beach County, Florida, for

800.72 feet to a point for the southwest corner of the herein described tract; Thence, the following six (6) courses over and across the parent tracts North 02°02'59" East, for 131.04 feet to a point; South 88°51'32" East, for 126.94 feet to a point; North 02°02'51" East, for 151.39 feet to a point; North 02°04'46" East, for 580.02 feet to a point; South 89°08'37" East, for 148.49 feet to a point; North 00°43'29" East, for 429.52 feet to the South Right-of-Way line for LWDD L-15 canal; Thence South 89°16'39" East along said South Right-of-Way Line, for 813.76 feet to the POINT OF BEGINNING.

Said lands lying and situate in Palm Beach County, Florida and containing 25.145 acres, more or less.

RESIDENTIAL-MEDIUM DENSITY:

A parcel of land lying within a portion of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

COMMENCE at the East quarter corner (E 1/4) of Section 35; Thence South 02°08'51" West along the East line of the Southeast quarter (SE 1/4) of said Section 35, for 64.15 feet; Thence North 88°51'28" West departing said East line of Section 35, for 60.43 feet to the intersection of the South right of way line of the LWDD L-15 Canal according to Official Records Book 6495, Page 761, Public Records Palm Beach County, Florida, and the West Right-of-Way line for Haverhill Road, according to Official Record Book 12022, Page 197, Public Records Palm Beach County, Florida; Thence North 89°16'39" West, continuing along said South Right-of-Way Line, for 813.76 to the POINT OF BEGINNING; Thence, the following six (6) courses over and across the parent tracts South 00°43'29" West, for 429.52 feet to a point; North 89°08'37" West, for 148.49 feet to a point; South 02°04'46" West, for 580.02 feet to a point; South 02°02'52" West, for 151.39 feet to a point; North 88°51'32" West, for 126.94 feet to a point; South 02°02'59" West, for 130.04 feet to a point

on the North Right-of-Way of Nash Trail, according to Official Records Book 1689, Page 895, Public Records of Palm Beach County, Florida; Thence North 88°51'36" West along said North Right-of-Way line for Nash Trail and a common South line of lands recorded in Official Records Book 27089 Page 440 of the Public Records Palm Beach County, Florida, for 170.02 to a point on the East Right-of-Way for 52nd Drive South (formally Myers Rd.) according to Deed Book 1088, Page 518, Public Records Palm Beach County, Florida; Thence North 02°02'51" East along said East Right-of-Way for 52nd Drive South, and a common West line of lands recorded in Official Records Book 27089, Page 440, Official Records Book 30058, Page 5, all being of the Public Records Palm Beach County, Florida, for 1,007.96 feet; Thence South 89°10'24" East along a common North line of lands recorded in Official Records Book 30058, Page 5, Palm Beach County Public Records, Florida, for 297.38 feet; The following Two (2) courses being along the West, North and East lines of lands recorded in Official records Book 28980, Page 91, Official records Book 8925, Page 323, all being of the Public Records Palm Beach County; Thence North 02°04'22" East, for 281.16 feet to the South Right-of-Way line for LWDD L-15 canal; Thence South 89°16'39" East along said South Right-of-Way Line, for 138.39 feet to the POINT OF BEGINNING.

Said lands lying and situate in Palm Beach County, Florida and containing 7.915 acres, more or less.

The right-of-way adjacent thereto.

CONTAINING A TOTAL OF 33.059 ACRES MORE OR LESS.

Section 2. Zoning District Amendment.

The request by the petitioner to change the Official Zoning Map to include a zoning change of fourteen (14) parcels of land totaling approximately 33.059 acres more or less, from a Palm Beach County zoning designation of Agricultural Residential (AR) and Residential Estate (RE) to

a City of Greenacres zoning designation of Residential Medium Density-2 (RM-2) and Residential High Density (RH).

Section 3. Authorization to Make Changes.

That the Planning and Engineering Department is further directed to make the necessary changes to the City of Greenacres Official Zoning Map to reflect the changes authorized by this Ordinance.

Section 4. Repeal of Conflicting Ordinances.

All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall become effective on the effective date of Ordinance 2021-05.

Passed on the first reading this 13th day of December, 2021.

PASSED AND ADOPTED on the second reading this ___ day of _____, 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Kara Irwin-Ferris, AICP, Development & Neighborhood Services Director

SUBJECT: **Ordinance 2021-16, ZTA-21-01**
Creation of New Board – Planning and Zoning Board of Appeals

BACKGROUND

The City of Greenacres in 1966 created the Planning Commission which also serves as the Local Planning Agency and a separate board known as the Zoning Board of Adjustments and Appeals (Zoning Board) which hears variances and appeals. The Planning Commission is responsible for hearing, considering and making recommendations on land and development activity within the City and the Zoning Board is responsible for hearing and deciding appeals concerning interpretations of the zoning regulations and hearing and deciding variances. Each Board consists of seven (7) volunteers and two (2) alternate members.

This Zoning Text Amendment is proposing to create a new Board called the Planning and Zoning Board of Appeals which will be responsible for all duties presently handled by the Planning Commission and the Zoning Board. Historically, state law requires municipalities to have separate boards to handle the functions currently handled by the Planning Commission and the Zoning Board. In 1985, these state laws were repealed and municipalities could combine the separate boards if desired. Currently, the following municipalities have Planning Commissions which also function as the Zoning Board of Adjustment and Appeals: Boca Raton, Coral Springs, Davie, Hallandale Beach, Jupiter, Lake Park, Lake Worth Beach, Miramar, North Palm Beach, North Lauderdale, Palm Beach Gardens, Parkland, Palm Springs, Royal Palm Beach, Sunrise, Tamarac, and Vero Beach (just to name a few).

The Land Development Staff has reviewed these text amendments and is recommending approval. The Planning Commission reviewed this staff-initiated text amendment on October 20, 2021, and recommended approval by a vote of 5-0. The City Council approved this petition on first reading November 1, 2021 by a vote of 4-0.

ANALYSIS

By merging the responsibilities of the City's Planning Commission and Zoning Board, City Staff is being more responsive to the needs of residents and businesses by increasing efficiency and decreasing redundancy in logistics, paperwork and staff time involved in two separate boards. A joint Planning Commission and Zoning Board would:

-
1. Streamline the process for all development issues;
 2. Reduce confusion as to which board hears which issues;
 3. Increase frequency of one regular board meeting making zoning decisions more uniform and consistent; and
 4. Reduce staff time, costs and logistics associated with two boards versus one board.
-

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2021-16 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of ZTA-21-01 through the adoption of Ordinance 2021-16.

ORDINANCE NO. 2021-16

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, CREATING A NEW MULTIPURPOSE DEVELOPMENT REVIEW AND APPEALS BOARD TO BE CALLED THE “PLANNING AND ZONING BOARD OF APPEALS” AT SECTION 16-81 THROUGH SECTION 16-85 OF CHAPTER 16, ZONING REGULATIONS, ARTICLE II, ADMINISTRATION, DIVISION 3 OF THE CITY’S CODE OF ORDINANCES; REPEALING THE EXISTING SECTIONS 16-81 THROUGH 16-84 OF CHAPTER 16, ZONING REGULATIONS, ARTICLE II, ADMINISTRATION, DIVISION 3, PLANNING COMMISSION/LOCAL PLANNING AGENCY AND REPEALING THE EXISTING SECTIONS 16-101 THROUGH 16-107 OF CHAPTER 16, ZONING REGULATIONS, ARTICLE II ADMINISTRATION, DIVISION 4, ZONING BOARD OF ADJUSTMENTS AND APPEALS, CREATING A NEW DIVISION 4 TO BE ENTITLED “VARIANCES”, AT CHAPTER 16, ZONING REGULATION, ARTICLE II, ADMINISTRATION, TO INCLUDE SECTIONS 16-101 THROUGH 16-105 AND CREATING A NEW ADMINISTRATIVE VARIANCE PROCESS AT SECTION 16-106; PROVIDING FOR RELATED REVISIONS THROUGHOUT THE CITY’S CODE OF ORDINANCES TO REPLACE THE EXISTING BOARDS’ NAME WITH THE NAME OF THE NEW PLANNING AND ZONING BOARD OF APPEALS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, Division 3, Section 16-81 through Section 16- 84 and Division 4, Section 16-101 through Section 16-107 set forth the organization, jurisdiction, procedures and duties of the City’s two (2) development related boards: the Planning Commission/Local Planning Agency and the Zoning Board of Adjustments and Appeals (“ZBAA”); and

WHEREAS, the City has seen a steady increase in demands on staff time and City resources to schedule, prepare for, notice, and conduct hearings before the City’s Planning Commission/Local Planning Agency and the ZBAA; and

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WHEREAS, due to COVID and other factors, some hearings before the City's Planning Commission/Local Planning Agency and the ZBAA had to be rescheduled due to quorum issues; and

WHEREAS, to more efficiently utilize staff time and City resources necessary to hold hearings before the City's Planning Commission/Local Planning Agency and ZBAA and to address quorum issues , the City Council desires to create a new multipurpose development review and appeals board to be called the "Planning and Zoning Board of Appeals" to handle the responsibilities and duties of the Planning Commission/Local Planning Agency and the ZBAA; and

WHEREAS, it is the determination of the City Council that the creation of the Planning and Zoning Board of Appeals, and the elimination of Planning Commission/Local Planning Agency and the ZBAA, will reduce the City resources necessary to conduct all development related hearings and appeals and eliminate quorum issues; ; and

WHEREAS, it is further the determination of the City Council that the creation of the Planning and Zoning Board of Appeals will create greater consistency and uniformity in development related decisions for the City; and

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

SECTION 1. Creation of Planning and Zoning Board of Appeals. The City's Code of Ordinances, at Chapter 16, Zoning Regulations, Article II, Administration, is hereby amended as follows (additions are indicated by underscoring and deletions are indicated by ~~strikeout type~~):

~~DIVISION 3. -- PLANNING COMMISSION/LOCAL PLANNING AGENCY~~^[3]

~~Sec. 16-81. -- Creation.~~

~~(a) There is hereby established a planning commission which shall consist of seven (7) members, all of whom shall be appointed by the mayor upon advice and consent of the city council. The basic term of office for members of the commission shall be three (3) years. Vacancies shall be filled by the mayor upon advice and consent of the city council for the unexpired term of any member whose seat has become vacant. All members of the planning commission shall be residents of the city except as authorized by Article VIII Section 5 of the City Charter in order to obtain members with~~

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~~technical and professional expertise from within Palm Beach County to serve on the Commission, and shall serve without compensation except for reimbursement of out-of-pocket expenses, if any.~~

~~(b) In addition to the regular commission members, the mayor shall appoint upon the advice and consent of city council two (2) additional members designated as planning commission alternate #1 and alternate #2. The alternate members shall serve in that order for succession and voting purposes at meetings of the commission when such alternate member is substituting for an absent regular commission member. In the event of all seven (7) regular members being present at a meeting, the alternate members may take part in the discussion, but shall not cast a vote. In the case of vacancies as indicated in (a) above, the mayor may elect to fill such vacancies with the designated alternates and appoint new alternates upon the advice and consent of city council.~~

~~(c) The absence of a member for three (3) consecutive meetings, without an excuse approved by the chairman of the planning commission, and noted in the minutes, shall be deemed cause for removal by the city council. In the event of a vacancy on the planning commission, such vacancy shall be filled within a period of thirty (30) days from the occurrence of such vacancy in the manner provided herein.~~

~~(d) No member of the planning commission shall be an elected official of the state, county, or city, or a state, county or municipal officer, or an employee of the City of Greenacres. No two (2) members of the commission shall come from or represent the same business, profession, or occupation.~~

~~(e) Pursuant to, and in accordance with, F.S. § 163.3174, and the Local Government Comprehensive Planning and Land Development Regulations Act, the planning commission is hereby designated and established as the local planning agency for the incorporated territory of the city.~~

~~(Code 1966, § 32-91(a); Ord. No. 2011-07, § 4, 6-6-11)~~

~~Sec. 16-82. -- Conflict of interest.~~

~~(a) Members of the planning commission shall be subject to removal from office by the city council for nonfeasance, malfeasance, misfeasance, or for other good cause shown to the city council.~~

~~(b) No member shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest. To implement such policy and strengthen the faith and confidence of the citizens of the city, the members of the planning commission are directed as follows:~~

~~(1) Not to accept any gift, favor, or service that might reasonably tend to improperly influence the member in the discharge of official duties.~~

~~(2) To make known by written disclosure any interests which such members shall have in pending application or other matters prior to a hearing thereof. In the event the member is not aware of his interest or a conflict becomes known during a hearing thereof, the member shall immediately disclose his interest and shall abstain from voting on such matter.~~

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~~(3) To refrain from disclosing confidential information gained by reason of official position and to refrain from using such information for personal gain or benefit.~~

~~(4) To refrain from accepting or receiving any compensation from any source which might impair his independence of judgment in the performance of his public duties.~~

~~(5) To refrain from participation in any matter in which such member shall have a personal investment which will create a substantial conflict between his private interests and the public interests.~~

~~(6) Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the city council.~~

~~(Code 1966, § 32-91(b))~~

~~Sec. 16-83. -- Officers, rules of procedures.~~

~~(a) The planning commission shall elect annually a chairman and vice chairman from among its regular members, and the chairman and vice chairman shall have the same voting rights as any other regular member.~~

~~(b) The planning commission shall be governed by Roberts' Rules of Order, latest edition, in all of its procedural matters.~~

~~(c) Meetings of the planning commission shall be regularly scheduled on a monthly basis on the first and third Wednesday of the month and at such other times as the commission chairman may determine to be necessary. The chairman, or in his absence, the vice chairman, or in his absence the longest serving regular member, shall conduct the meeting. All meetings shall be open to the public. The commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its official actions, all of which shall be a public record and be filed in the office of the city clerk.~~

~~(Code 1966, § 32-91(c); Ord. No. 98-01, § 2, 7-20-98; Ord. No. 2011-07, § 4, 6-6-11)~~

~~Sec. 16-84. -- Authority, functions, powers and duties.~~

~~The planning commission shall have the authority and duty to:~~

~~(a) Hear, consider, and make recommendations to the city council to approve, approve with conditions, or deny applications for:~~

~~(1) Annexations.~~

~~(2) Rezoning.~~

~~(3) Special exceptions.~~

~~(4) Site and development plans.~~

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~~(5) Zoning text amendments.~~

~~(b) Serve as the local planning agency for the City of Greenacres to hear, consider and make recommendations to the city council for text amendments to the Comprehensive Plan and site-specific future land use amendments to the future land use map of the Comprehensive Plan.~~

~~(c) Hear, consider, and make recommendations to the city council with regard to community appearance as part of site and development plan petitions to:~~

~~(1) Balance carefully the natural environment with manmade systems which preserve, protect and conserve the natural environment;~~

~~(2) Sustain the comfort, health, tranquility and contentment of residents and attract new residents by reason of a desirable urban environment;~~

~~(3) Minimize incompatible surroundings and visual blight which prevent orderly community development and reduce property values;~~

~~(4) Encourage and promote development which features amenities and excellence in the form of variations of siting, types of structures and adaptation to and conservation of native vegetation and other environmental design features;~~

~~(5) Foster civic pride and community spirit by maximizing the positive impact of developments;~~

~~(6) Inspire creative approaches to the use of land and related physical developments;~~

~~(7) Encourage the realization and conservation of a desirable aesthetic urban environment through simple and cost-effective design elements;~~

~~(8) Foster the development of a positive visual character for the city by promoting a high degree of compatibility between land uses;~~

~~(9) Promote orderly growth, development and placement of all land uses so as to encourage a balanced natural, physical, and economic environment and advance the quality of life for city residents.~~

~~(d) Hear, consider and make recommendations to the city council with regard to the principles of crime prevention through environmental design (CPTED) as part of site and development plan petitions.~~

~~(e) Consider amendments to previously approved special exceptions and site and development plans.~~

~~(f) Conduct public hearings as may be required to gather information necessary for the maintenance of the Comprehensive Plan and such additional public hearings as required to perform their duties.~~

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~~(g) Formulate and propose general recommendations to the city council regarding matters within the realm of community appearance and the scope of this chapter.~~

~~(h) Establish principles and policies for guiding action in the development of the area.~~

~~(i) Acquire and maintain information and materials as necessary to gain an understanding of past trends, present conditions and forces at work to cause changes in these conditions.~~

~~(j) Perform such other duties and assignments as are authorized by the city council.~~

~~(Code 1966, § 32-91(d); Ord. No. 98-01, § 3, 7-20-98; Ord. No. 2011-07, § 4, 6-6-11)~~

~~DIVISION 4. -- ZONING BOARD OF ADJUSTMENTS AND APPEALS~~^[4]**~~Footnotes:~~**

~~---(4)---~~

~~**Cross reference**—Boards, committees, commissions, § 2-46 et seq.~~

~~Sec. 16-101. -- Creation.~~

~~(a) There is hereby established a zoning board of adjustments and appeals, which shall consist of seven (7) members, all of whom shall be appointed by the mayor, with the advice and consent of the city council. The basic term of office for members of the board shall be three (3) years. Vacancies shall be filled by the mayor with the advice and consent of the city council for the unexpired term of any member whose seat has become vacant. All members of the zoning board of adjustments and appeals shall be residents of the city and shall serve without compensation.~~

~~(b) The absence of a member for three (3) consecutive meetings, without an excuse approved by the chairman of the board of adjustments and appeals, and noted in the minutes, shall be deemed cause for removal by the city council. In the event of a vacancy on the board of adjustments and appeals, such vacancy shall be filled within a period of thirty (30) days from the occurrence of such vacancy in the manner provided herein.~~

~~(c) No member of the board of adjustments and appeals shall be an elected official of the state, county, or city, or a public, state, county or municipal officer, or an employee of the City of Greenacres. No two (2) members of the board of adjustments and appeals shall come from or represent the same business, profession or occupation or job.~~

~~(Code 1966, § 32-95(a); Ord. No. 2011-07, § 5, 6-6-11)~~

~~Sec. 16-102. -- Conflict of interest.~~

~~(a) Members of the zoning board of adjustments and appeals shall be subject to removal from office by the city council for nonfeasance, malfeasance, misfeasance, or for other good cause.~~

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~~(b) No member shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest. To implement such policy and strengthen the faith and confidence of the citizens of the city, the members of the zoning board of adjustments and appeals are directed as follows:~~

~~(1) Not to accept any gift, favor, or service that might reasonably tend to improperly influence the member in the discharge of official duties.~~

~~(2) To make known by written disclosure any interests which such member shall have in a pending application prior to the hearing thereof. In the event the member is not aware of his interest or a conflict becomes known during the hearing thereof, the member shall immediately disclose his interest and shall abstain from voting on such matter.~~

~~(3) To refrain from disclosing confidential information gained by reason of official position and to refrain from using such information for personal gain or benefit.~~

~~(4) To refrain from accepting or receiving any compensation from any source which might impair his independence of judgment in the performance of his public duties.~~

~~(5) To refrain from participating in any matter in which such member shall have a personal investment which will create a substantial conflict between his private interests and the public interests.~~

~~(6) Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the city council.~~

~~(Code 1966, § 32-95(b); Ord. No. 2011-07, § 5, 6-6-11)~~

~~Sec. 16-103. -- Officers and rules of procedure.~~

~~(a) The zoning board of adjustments and appeals shall elect annually a chairman and vice-chairman from among its members. The chairman and vice chairman shall be voting members of the board. The city council shall appoint a secretary who shall record and transcribe all minutes for the zoning board of adjustments and appeals.~~

~~(b) The zoning board of adjustments and appeals shall be governed by Roberts' Rules of Order, latest edition, in all of its procedural matters.~~

~~(c) The city council shall establish a schedule of fees to be charged by the zoning board of adjustments and appeals on the hearing of appellate matters. Fees collected under this provision shall be deposited in the city general fund.~~

~~(d) Meetings of the zoning board of adjustments and appeals shall be held at the call of the chairman and at such other times as the zoning board of adjustments and appeals may determine. The chairman, or in his absence, the vice chairman, or in his absence the longest serving member, shall conduct the meeting, administer oaths and may compel the attendance of witnesses. All meetings shall be open to the public. The board of adjustments and appeals shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote,~~

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indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed with the city clerk who shall maintain the records.

(Code 1966, § 32-95(c); Ord. No. 2011-07, § 5, 6-6-11)

Sec. 16-104. -- Appeals.

(a) Appeals to the zoning board of adjustments and appeals concerning interpretation or administration of [Chapter 12](#) and [Chapter 16](#) of the City Code may be made by any person aggrieved or by any officer or bureau of the city council affected by any decision of the administrative official. Such appeal shall be made within a reasonable time, not to exceed sixty (60) days from the date of the action being appealed by filing with the planning and engineering department a notice of appeal specifying the grounds thereof. All notices of appeal shall be made by filing an application on forms provided by the planning and engineering department. The planning and engineering department shall transmit to the board of adjustment and appeals the applicant's notice of appeal as well as all papers constituting the record upon which the action appealed was based.

(b) No application shall be considered or construed to be filed until the required fee has been paid.

(c) The zoning board of adjustments and appeals shall fix a reasonable time for the hearing of the appeal not to exceed forty-five (45) days from the date of filing. The zoning board of adjustments and appeals shall give public notice following the procedures set forth in [section 16-33](#) for public hearings.

(d) At the hearing, any party may appear in person, by an attorney-at-law authorized to practice in the state, or by an agent who has received from the petitioner and submitted to the board, written authorization for his appearance.

(e) When an appeal is taken to the zoning board of adjustments and appeals, all work and proceedings shall stop on the project or premises in question unless the official whose decision is under appeal shall certify in writing that a stay would cause imminent peril to life or property. In such case, work and proceedings shall not stop unless the zoning board of adjustments and appeals or a court of competent jurisdiction issues a temporary restraining order after application to the board or court and notice to the official regarding whom the appeal is made and on due cause shown.

(Code 1966, § 32-95(d); Ord. No. 2011-07, § 5, 6-6-11; Ord. No. 2012-16, § 3, 10-15-12)

Sec. 16-105. -- Powers, duties, authority and functions.

(a) To hear and decide appeals in accordance with [section 16-104](#) where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance or regulation.

(b) In exercising its powers, the zoning board of adjustments and appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination made by the administrative official, in the enforcement of any zoning resolution or regulation adopted pursuant to this chapter and make such order, recommendation,

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~~decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.~~

~~(c) Grant, grant with conditions, or deny variances from the provision of this chapter and from [Chapter 12](#), Subdivision and Land Development Regulations.~~

~~(d) Variances and exceptions granted by this board shall become void if not exercised within six (6) months of the date granted. Prior to the expiration of such six-month period, the applicant may make a request to the zoning board of adjustments and appeals by letter for a six-month extension. Further extensions of time shall require a new application to be processed in the manner described herein.~~

~~(e) The zoning board of adjustments and appeals shall not be empowered or authorized to grant variances to permit a use in a zone or a district in which such use is not allowed by this chapter.~~

~~(Code 1966, § 32-95(e); Ord. No. 2011-07, § 5, 6-6-11; Ord. No. 2012-16, § 3, 10-15-12)~~

Sec. 16-106. - Variances.

~~(a) The zoning board of adjustments and appeals shall have the power to authorize upon appeal such variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship. In order to authorize any variance in the terms of this chapter, the board of adjustments and appeals must and shall find:~~

~~(1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.~~

~~(2) That the special conditions and circumstances do not result from the actions of the applicant.~~

~~(3) That granting the variance request will not confer on the applicant any special privilege that is denied by this chapter to the other lands, buildings, or structures in the same zoning district.~~

~~(4) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter.~~

~~(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.~~

~~(6) No nonconforming use of neighboring lands, structures or buildings in the same or other districts and no permitted use of land, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.~~

~~(b) In granting any variance, the zoning board of adjustments and appeals shall prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter. The zoning board of adjustments and appeals may also prescribe a~~

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~~reasonable time limit within which the action for which the variance is required shall be begun or completed or both.~~

~~(c) Financial hardship is not to be considered alone as sufficient evidence of a hardship in the granting of a variance.~~

~~(d) Applications to the zoning board of adjustments and appeals for variances and/or relief from the provisions of this chapter may be made by the property owner or the owner's authorized agent. All requests for variances shall be made by filing an application on forms provided by the planning and engineering department by noon on the fifteenth of the month or previous regular business day.~~

~~(e) No application shall be considered or construed to be filed until the required fee has been paid.~~

~~(f) Requested variances shall be reviewed by the land development staff and a land development staff report and recommendation prepared and forwarded to the zoning board of adjustments and appeals at least four (4) days prior to the scheduled hearing.~~

~~(g) The zoning board of adjustments and appeals shall fix a reasonable time for the hearing of the variance request not to exceed forty-five (45) days from the date of satisfaction of all comments and questions of the land development staff. The zoning board of adjustments and appeals shall give public notice following the procedures set forth in [section 16-33](#) for public hearings.~~

~~(h) At the hearing, any party may appear in person, by an attorney-at-law authorized to practice in the state, or by an agent who has received from the petitioner and submitted to the board, written authorization for his appearance.~~

(Code 1966, § 32-96; Ord. No. 2011-07, § 5, 6-6-11)

~~Sec. 16-107. -- Review of decisions; venue.~~

~~(a) No person aggrieved by any decision of the zoning board of adjustments and appeals may apply to the court for relief unless the applicant has first exhausted the remedies provided for herein and has taken all available steps provided by this chapter. The decision of the board may be reviewed by the filing of a petition for a writ of certiorari in the circuit court for the fifteenth judicial circuit in and for the county, in accordance with the procedure and within the time provided by court rule for the review of the rulings of any commission or board; and such time shall commence to run from the date of the decision sought to be reviewed.~~

~~(b) No change of venue from the area in which the premises affected is located shall be had in any cause arising under the provisions of this section.~~

~~(c) Costs shall not be allowed against the board of adjustments and appeals.~~

(Code 1966, § 32-97; Ord. No. 2011-07, § 5, 6-6-11)

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DIVISION 3. - PLANNING AND ZONING BOARD OF APPEALS/LOCAL PLANNING AGENCY**Sec. 16-81. - Creation.**

(a) There is hereby established a planning and zoning board of appeals (PZAB) which shall consist of five (5) members, all of whom shall be appointed by the mayor upon advice and consent of the city council. During the month of January 2022, five members shall be appointed to the following terms:

- i. One member to a one-year term
- ii. Two members to a two-year term
- iii. Two members to a three-year term

Thereafter, as each term shall expire, all appointments or reappointments shall be for a term of three years. Members can be reappointed to the PZBA for an indefinite number of terms; the reappointments shall be by the mayor upon advice and consent of the city council. Vacancies that arise during the term shall be filled by the mayor upon advice and consent of the city council for the unexpired term of any member whose seat has become vacant. In the case of vacancies, the mayor may elect to fill such vacancies with the designated alternates and appoint new alternates upon the advice and consent of city council. All members of the PZAB shall be residents of the city except as authorized by Article VIII Section 5 of the City Charter in order to obtain members with technical and professional expertise from within Palm Beach County to serve on the PZAB. All members of the PZAB shall serve without compensation except for reimbursement of out-of-pocket expenses, if any.

(b) In addition to the regular PZAB members, the mayor shall appoint upon the advice and consent of city council two (2) alternate members designated as PZAB alternate #1 and alternate #2. The alternate members shall serve in that order for succession and voting purposes at meetings of the PZAB when such alternate member is substituting for an absent regular PZAB member. In the event that all five (5) regular members and the two (2) alternate members are present at a meeting, the alternate members may take part in the discussion, but shall not cast a vote

(c) The absence of a member for three (3) consecutive meetings, without an excuse approved by the chair of the PZAB, and noted in the minutes, shall be deemed cause for removal by the city council. In the event of a vacancy on the PZAB such vacancy shall be filled within a period of thirty (30) days from the occurrence of such vacancy in the manner provided herein.

(d) No member of the PZBA shall be an elected official of the state, county, or city, or a state, county or municipal officer, or an employee of the city.

(d) Pursuant to, and in accordance with section 163.3174 Florida Statutes (and the Community Planning Act), the PZAB is hereby designated and established as the local planning agency for the incorporated territory of the city.

Sec. 16-82. - Conflict of interest.

(a) Members of all of the PZAB shall be subject to removal from office by the city council for nonfeasance, malfeasance, misfeasance, or for other good cause shown to the city council.

(b) No member shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of the member's duties in the public interest. To implement such policy

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and strengthen the faith and confidence of the citizens of the city, the members of the PZAB are directed as follows:

(1) Not to accept any gift, favor, or service that might reasonably tend to improperly influence the member in the discharge of official duties.

(2) To make known by written disclosure any interests which such members shall have in pending application or other matters prior to a hearing thereof. In the event the member is not aware of the member's interest or a conflict becomes known during a hearing thereof, the member shall immediately disclose the member's interest and shall abstain from voting on such matter.

(3) To refrain from disclosing confidential information gained by reason of official position and to refrain from using such information for personal gain or benefit.

(4) To refrain from accepting or receiving any compensation from any source which might impair his independence of judgment in the performance of his public duties.

(5) To refrain from participation in any matter in which such member shall have a personal investment which will create a substantial conflict between the member's private interests and the public interests.

(6) Willful violation of this provision shall constitute malfeasance in office and shall render the action voidable by the city council.

Sec. 16-83. - Officers, rules of procedures.

(a) The PZAB shall elect annually a chair and vice-chair from among its regular members, and the chair and vice-chair shall have the same voting rights as any other regular member.

(b) The PZAB shall be governed by Roberts' Rules of Order, latest edition, in all of its procedural matters. The presence of at least three (3) PZAB members (inclusive of alternate members) shall constitute a quorum.

(c) Meetings of the PZAB shall be regularly scheduled on a monthly basis on the third Wednesday of the month and at such other times as the PZAB chair or majority of the members may determine to be necessary. The chair, or in the chair's absence, the vice-chair, or in the vice-chair's absence the longest serving regular member, shall conduct the meeting. All meetings shall be open to the public. The PZAB shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its official actions, all of which shall be a public record and be filed in the office of the city clerk.

Sec. 16-84. - Authority, functions, powers and duties.

The PZAB shall have the authority and duty to:

(a) Hear, consider, and make recommendations to the city council to approve, approve with conditions, or deny applications for:

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(1) Annexations.(2) Rezoning.(3) Special exceptions.(4) Site and development plans.(5) Zoning text amendments.

(b) Serve as the local planning agency for the city to hear, consider and make recommendations to the city council for text amendments to the Comprehensive Plan and site-specific future land use amendments to the future land use map of the Comprehensive Plan.

(c) Serve as a design review body to hear, consider, and make recommendations to the city council with regard to community appearance as part of site and development plan petitions to:

(1) Balance carefully the natural environment with manmade systems which preserve, protect and conserve the natural environment;

(2) Sustain the comfort, health, tranquility and contentment of residents and attract new residents by reason of a desirable urban environment;

(3) Minimize incompatible surroundings and visual blight which prevent orderly community development and reduce property values;

(4) Encourage and promote development which features amenities and excellence in the form of variations of siting, types of structures and adaptation to and conservation of native vegetation and other environmental design features;

(5) Foster civic pride and community spirit by maximizing the positive impact of developments;

(6) Inspire creative approaches to the use of land and related physical developments;

(7) Encourage the realization and conservation of a desirable aesthetic urban environment through simple and cost-effective design elements;

(8) Foster the development of a positive visual character for the city by promoting a high degree of compatibility between land uses;

(9) Promote orderly growth, development and placement of all land uses so as to encourage a balanced natural, physical, and economic environment and advance the quality of life for city residents.

d) Hear, consider and make recommendations to the city council with regard to the principles of crime prevention through environmental design (CPTED) as part of site and development plan petitions.

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(e) Consider amendments to previously approved special exceptions and site and development plans.

(f) Conduct public hearings as may be required to gather information necessary for the maintenance of the Comprehensive Plan and such additional public hearings as required to perform their duties.

(g) Formulate and propose general recommendations to the city council regarding matters within the realm of community appearance and the scope of this chapter.

(h) Establish principles and policies for guiding action in the development of the area.

(i) Acquire and maintain information and materials as necessary to gain an understanding of past trends, present conditions and forces at work to cause changes in these conditions.

(j) Perform such other duties and assignments as are authorized by the city council.

(k) Hear and decide appeals in accordance with section 16-85 where it is alleged there is an error in any interpretation or administration of Chapter 12 and 16 of the City Code by the administrative official.

(l) In accordance with Section 16- , grant, grant with conditions or deny variances from the provisions of Chapter 12 and Chapter 16 of the City Code.

Sec. 16-85. - Appeals.

(a) Appeals to the PZAB concerning interpretation or administration of Chapter 12 and Chapter 16 of the City Code may be made by any person aggrieved or by any officer or department of the City affected by any decision of the administrative official. Such appeal shall be made within a reasonable time, not to exceed fifteen (15) days from the date of the decision being rendered by filing a notice of appeal with the development and neighborhood services department. The notice of appeal shall be made by filing a written application on forms provided by the development and neighborhood services department and paying the applicable fee. The notice of appeal must contain the following information:

(1) A written description of the decision by the administrative official that is being appealed;

(2) A brief statement of facts and issues involved in the appeal;

(3) A brief statement of the alleged error(s) made by the administrative official in rendering the administrative official's decision;

(4) Any exhibits or materials relevant to the issues forming the basis of the appeal, such as vegetative surveys, environmental assessments and relevant permits issued by other governmental agencies;

(5) The name, address and telephone number of the property owner;

(6) A legal description of the property;

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(7) A boundary survey of the property, completed within twelve (12) months of the appeal;
and

(8) Such other information as may reasonably be requested by the development and neighborhood services department.

(b) The development and neighborhood services department shall transmit to the PZAB the applicant's notice of appeal as well as all documents constituting the record upon which the administrative official's decision was based.

(c) No notice of appeal shall be considered or construed to be filed until the required fee has been paid.

(d) The development and neighborhood services department shall fix a reasonable time for hearing the appeal which shall not to exceed forty-five (45) days from the date the notice of appeal is deemed as filed. The development and neighborhood services department shall give public notice of the appeal hearing following the procedures set forth in section 16-33 for public hearings.

(e) At the hearing, the party filing the appeal may appear in person, by an attorney-at-law authorized to practice in the state, or by an agent who received written authorization from the party filing the appeal which is submitted to the PZAB no later than the commencement of the hear.

(f) When an appeal is made to the PZAB, all work and proceedings shall stop on the project, premises and/or property in question unless the administrative official whose decision is under appeal certifies in writing that a stay would cause imminent peril to life or property. In such case, work and proceedings shall not stop unless a court of competent jurisdiction issues a temporary restraining order.

(g) In exercising its powers, the PZAB, inconformity with the provisions of Chapter 12 and Chapter 16, revers or affirm, wholly or partly, or may modify the order requirements, decision or determination made by the administrative official and make such order, recommendation, decision or determination as ought to be made, and to that end shall have all the powers of the administrative official from whom the appeal is taken,

DIVISION 4. -VARIANCE**Sec. 16-101. Purpose**

(a) The purpose of this section is to provide for relief from certain provisions in Chapter 12 and Chapter 16 of the City's Code when the strict administration of such regulations prevents an important need and the reasonable use of the property for which a variance is sought. In so doing, the following rules apply:

(1) Use variances are not permitted.

(2) All variances run with the land.

(3) All variance requests to the requirements of the Florida Americans with Disabilities Accessibility Implementation Act must be preceded through the procedures required under such act.

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

Practical difficulty means use of all or a portion of the property at issue cannot occur with reasonable physical accommodation that is economically reasonable.

Unnecessary hardship means a practical difficulty which exists due to an unintended effect of the land development regulation.

Use variance means an exception to the uses permitted in a particular zoning district by right, special exception or conditional use.

Section 16-102 Application requirements

(a) Application by a property owner for a variance shall include the following:

(1) Completed application form signed by the property owner including reasons identifying why a variance is warranted. (Note The burden of proof is the obligation of the applicant. Justification for compliance with the criteria for a variance must be fully documented and proven by the applicant. Each variance must stand on its own merits. Past variances will not be grounds for approval of future variances.).

(2) Agent's authorization or power of attorney if the applicant is other than the property owner.

(3) Warranty deed.

(4) Survey including a legal description of the property and all easements of record, referenced by Official Records Book and page, prepared by a surveyor registered in the State of Florida.

(5) List of property owners within a three hundred-foot radius and mailing envelopes as necessary to meet the requirements of [section 16-33](#) for two (2) public hearings.

(6) One set of stamped plain envelopes with the typed names of owners within a 300' radius of the boundary lines of the subject property. No return address.

(b) All requests for variances shall be made by filing an application on forms provided by the neighborhood and development services department by noon on the fifteenth of the month or previous regular business day.

(c) No application shall be considered or construed to be filed until the required fee has been paid.

Section 16-103 Standards of Review

(a) The PZAB shall have the power to authorize upon appeal such variance from the terms of Chapter 12 and Chapter 16 as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of Chapter 12 and Chapter 16 will result in

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unnecessary and undue hardship. In order to authorize any variance in the terms of Chapter 12 and Chapter 16, PZAB must and shall find:

(1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

(2) That the special conditions and circumstances do not result from the actions of the applicant.

(3) That granting the variance request will not confer on the applicant any special privilege that is denied by this chapter to the other lands, buildings, or structures in the same zoning district.

(4) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

(6) No nonconforming use of neighboring lands, structures or buildings in the same or other districts and no permitted use of land, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(b) In granting any variance, the PZAB shall prescribe appropriate conditions and safeguards in conformity with Chapter 12 and Chapter 16 and as the PZAB determines are reasonably necessary in keeping with the above stated six (6) criteria. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of City's Code. The PZAB may also prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. If no such limit is stated, section 16-105 shall apply.

(c) Financial hardship is not to be considered alone as sufficient evidence of a hardship in the granting of a variance.

(d) Requested variances shall be reviewed by the development and neighborhood services department and a development and neighborhood services department staff report and recommendation shall be prepared and forwarded to the PZBA at least four (4) days prior to the scheduled hearing.

(e) The development and neighborhood services department shall fix a reasonable time for the hearing of the variance request not to exceed forty-five (45) days from the date the application is deemed filed and the applicant has satisfied all comments and questions of the development and neighborhood services department staff. The development and neighborhood services department shall give public notice of the variance following the procedures set forth in section 16-33 for public hearings.

(f) At the hearing, the applicant may appear in person, by an attorney-at-law authorized to practice in the state, or by an agent who has received written authorization from the applicant which is submitted to the PZAB no later than the commencement of the hearing.

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Sec. 16-104. - Review of decisions; venue.

(a) No person aggrieved by any decision of the PZAB may apply to the court for relief unless the person aggrieved has first exhausted the remedies provided for herein and has taken all available steps provided by the City Code. A decision of the PZAB may be reviewed by filing a petition for a writ of certiorari in the circuit court for the fifteenth judicial circuit in and for the county, within thirty (30) days from the date of the decision sought to be reviewed.

(b) Costs shall not be allowed against the PZAB.

Sec. 16-105. - Timeframe.

(a) Variances granted by the PZAB shall become void if not exercised within six (6) months of the date granted. It shall be the obligation of the owner to file written notice with the neighborhood and development services department that the proposed work has begun. Prior to the expiration of such six-month period, the applicant may make a written request to the development and neighborhood services department for a six-month extension. Further extensions of time shall require a new application to be processed in the manner described herein.

(b) Variance requests which have been denied may not be resubmitted for a period of one year. An application for reconsideration will be filed with the neighborhood and development services department along with the appropriate documentation and fees. The city council shall consider the following in granting a waiver of the one year waiting period:

(1) Whether conditions affecting such property materially changed.

(2) Whether there has been an error in substantive or procedural law before the planning and zoning board of appeals.

(3) Whether competent and substantial new evidence is available which was not presented to the planning and zoning board of appeals.

(4) Whether a modified plan is presented.

(5) Whether the particular facts and circumstances otherwise warrant another hearing before the planning and zoning board of appeals.

Sec. 16-106. - Administrative variances

(a) Administrative variances may be approved by the city manager or designee pursuant to this section. An administrative variance may be considered only for:

(1) An adjustment up to ten percent for nonresidential development.

(2) An adjustment of a lot(s) within an area where at least 50 percent of the lots within approximately 300 feet, have already been developed or platted.

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(3) An adjustment of no more than ninety percent of a setback required by the underlying district regulations.

(4) An adjustment of no more than ten percent of the lot coverage for a principal and/or accessory structure as required by the underlying district regulations.

(5) An adjustment of spacing between structures on the same lot may be reduced; provided, however, in no event shall such spacing be less than five feet.

(6) An adjustment for shared parking when minimum is not met; provided, however, in no event shall such adjustment be less than ten percent of the required parking.

(7) An adjustment to screening, type/mixing of materials, reduced landscape heights due to availability.

(8) An adjustment for non-residential properties to provide fences and landscaping in lieu of walls.

(9) An adjustment for the construction of an addition or an accessory structure within a single-family or two-family residential lot, where the minimum yard requirements were made more restrictive since the principal residence was lawfully constructed.

(b) At any time prior to the final decision, the city manager or designee shall have the authority to refer the decision to the PZAB.

(c) In addition to any other application requirements of this section, an application for administrative variance shall include letters of no objection from all abutting property owners and the governing homeowners' association, if applicable. If such letters of no objection cannot be obtained, then the applicant may apply for a variance to the PZAB.

(d) In consultation with the development and neighborhood services department staff, the city manager or designee shall consider applications for administrative variance according to the criteria set forth above and the following standards:

(1) The variance is necessary because of practical difficulty peculiar to the land, structure or building involved and which is not applicable to other lands, structures and buildings in the same zoning district.

(2) The variance is the minimum variance necessary to alleviate the practical difficulty.

(3) The variance will be in harmony with the general intent and purpose of the zoning code and will not be injurious to the area involved or otherwise detrimental to the public welfare.

(e) The city manager or designee shall set forth his or her findings and conclusions on the application in a "notice of intent to approve" or a "notice of intent to deny" and provide such notice to the applicant in writing. A "notice of intent to approve" may include conditions necessary for the mitigation of any external impacts of the administrative variance and/or are necessary to accomplish the goals, objectives and policies of the Comprehensive Plan and this chapter, including but not limited to, limitations on size, bulk, location, requirements for lighting and provision of adequate ingress and egress.

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(f) Any "notice of intent to approve" shall be provided to the city council and mailed to surrounding property owners within three hundred (300) feet of the subject property.

(g) No sooner than ten (10) but no later than twenty (20) days after the mailing of the "notice of intent to approve," the city manager or designee shall consider any public comments or additional information submitted in relation to the application and render a final decision, setting out in writing the reasons for such approval or denial, and any conditions of approval. If any applicant is aggrieved by a final decision rendered by the city manager or designee, such applicant may appeal such decision to the PZAB as authorized by this chapter.

(h) Unless otherwise provided in the final decision, an administrative variance approval shall become null and void if a development application for the development contemplated in the administrative variance application is not issued within one (1) year of the final decision or if a building permit has not been issued or the building permit has expired in accordance with the plans and conditions upon which the administrative variance was granted and is not renewed pursuant to applicable provisions regarding renewal of building permits.

* * * * *

Section 2. . Amending Related Code Sections. With the deletion of the Planning Commission and the Zoning Board of Adjustments and Appeals and the creation of the Planning and Zoning Board of Appeals through this ordinance, the City Code needs to be revised in many sections to recognize the changes in the boards' names. Accordingly, where the City Code currently refers to the "the Planning Commission" and/or the "Zoning Board of Adjustments and Appeals", those sections shall be amended by deletion of the board's or boards' names and the insertion of the "Planning and Zoning Board of Appeals".

Section 3. Repeal of Conflicting Ordinances

All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions this Ordinance are hereby repealed.

Section 4. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as

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if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. Inclusion in Code

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

Section 6. Effective Date.

The provisions of this Ordinance shall become effective five (5) days after it is adopted.

(Rest of page intentionally left blank)

Passed on the first reading this 1st day of November, 2021.

PASSED AND ADOPTED on the second reading this 13th day of December, 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

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

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

Voted:
Jonathan Pearce, Council Member, *District IV*

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

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Kara Irwin-Ferris, AICP, Development & Neighborhood Services Director

SUBJECT: **Ordinance 2021-19, ZTA-21-03**
Rename Land Development Staff as the Development Review Committee

BACKGROUND

The City of Greenacres (City) created a Land Development Staff Committee whose purpose is to provide a coordinated and integrated staff review of development applications. The Land Development Staff Committee consists of representatives from Development and Neighborhood Services (Planning and Building), Fire Department, Police Department, Community and Recreation Department, and Public Works Department. Currently, they met twice a month to review development petitions and to provide their expertise and recommendations to the City's decision-making body.

The name Land Development Staff Committee is not a common one used in the municipal government field. Typically, committees that are charged with providing technical reviews for development petitions are called Development Review Committees (DRC) which better represents what the committee does. To avoid public confusion if a resident is dealing with a City Department versus an inter-department committee, staff is recommending changing the name Land Development Staff Committee to Development Review Committee. In addition, we are recommending the name of Planning and Engineering Department be changed to Development and Neighborhood Services based upon the recently adopted budget and the name Planning Commission be changed to the Planning and Zoning Board of Appeals per the Zoning Text Amendment being processed concurrently with this petition.

The Land Development Staff has reviewed these text amendments and is recommending approval. The Planning Commission reviewed this staff-initiated text amendment on November 17, 2021, and recommended approval by a vote of 6-0.

ANALYSIS

The proposed changes are as follows:

1. Changes the name of the Land Development Staff Committee to the Development Review Committee
2. States that the DRC possesses the ability to consult with outside agencies
3. Clarifies that the DRC meetings are open but not intended for public comments

-
4. States that the Development and Neighborhood Services Department is responsible for the DRC process
 5. Allows the DRC to call a DRC meeting if there is insufficient time to review a petition until the next DRC meeting
 6. Limits the number of times that a petition can be heard by the DRC to twice based upon insufficient plans
 7. Changes the name of the Planning and Engineering Department to Development and Neighborhood Services Department based upon the recently adopted budget
 8. Changes the name of the Planning Commission to the Planning and Zoning Board of Appeals.
 9. Provides that the Development and Neighborhood Services Department can add any items for review by the DRC

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2021-19 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of ZTA-21-03 through the adoption of Ordinance 2021-19.

ORDINANCE NO. 2021-19

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING GREENACRES CITY CODE, CHAPTER 16, ZONING REGULATIONS, ARTICLE II, ADMINISTRATION, DIVISION 2, LAND DEVELOPMENT STAFF BY RENAMING LAND DEVELOPMENT STAFF TO DEVELOPMENT REVIEW COMMITTEE, REPLACING OUTDATED NAMES OF CITY DEPARTMENTS OR COMMITTEES/BOARDS, AND UPDATING PROCEDURES AND RENAMING LAND DEVELOPMENT STAFF TO DEVELOPMENT REVIEW COMMITTEE IN OTHER SECTIONS OF THE CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, Division 3, Section 16-81- 84 and Division 4, Section 16-101-107 set forth the organization and jurisdiction of the City's Planning Commission and Zoning Board of Appeals; and

WHEREAS, the City formed an inter-department committee consisting of representatives of the development and neighborhood services department (planning and building), police department, fire department, public works department and community and recreation department in order to review and provide their respective disciplines' input and recommendations regarding development applications; and

WHEREAS, the name Land Development Staff does not accurately describe the functions of the committee and causing confusion to the public whether they are dealing with the committee or a particular City department; and

WHEREAS, it is the desire of the City Commission of the City of Greenacres to avoid this confusion and;

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WHEREAS, with passage of the recent budget, the planning and engineering department name has changed to development and neighborhood services; and

WHEREAS, it is further the desire of the City Council of the City of Greenacres to ensure that all City department names are accurate within the City's Zoning Code; and

WHEREAS, the City Council of the City of Greenacres has conducted duly advertised public hearings to receive comments on the Zoning Text Amendments proposed by ZTA 21-03 and has considered all comments received concerning the proposed amendments to the Plan as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed Zoning Text Amendments is consistent with the City's Comprehensive Plan; and is in the best interest of the citizens of the City of Greenacres.

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

SECTION 1. The Zoning Code of the City of Greenacres is hereby amended as follows (additions are indicated by underscoring and deletions are indicated by ~~strikeout type~~):

CHAPTER 16, ARTICLE II- ADMINISTRATION

DIVISION 2. – DEVELOPMENT REVIEW COMMITTEE ~~LAND DEVELOPMENT STAFF~~^[2]

Sec. 16-51. - Creation.

~~There is hereby established a land development staff which shall consist of representatives of the planning and engineering department, building department, public safety department (one (1) each from police and fire), public works department, and any other department representative necessary to effectively evaluate a particular proposal.~~

(a) Established. The Development Review Committee (DRC) shall be established and is an administrative and technical committee that provides input on technical issues raised by a

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development project for consistency with policies established by the city council, specifically the Zoning Code and the City Code.

- (b) Members. The DRC is composed of representatives from the following disciplines: planning and zoning, building, fire, police, recreation, public works, and other departments as determined by the development and neighborhood services department.
- (c) Other city, county, state, or federal agencies may be consulted by the DRC for advice or recommendations on any matter or application being considered by the DRC. The development and neighborhood services department shall have the authority to add or delete members of the DRC as may be deemed necessary.

(Ord. No. 2011-07, § 3, 6-6-11)

Sec. 16-52. - Rules of procedure.

(a) ~~Land development staff~~ The Development Review Committee shall be chaired by a representative of the planning and engineering department planning division of development and neighborhood services department and the meetings shall be recorded but minutes need not be drafted. Although the Development Review Committee meetings are open to the public, no decision is made at the meeting and public comment is not intended to be solicited.

(b) The development and neighborhood services department shall be responsible for intake, agenda preparation, public notice, distribution of plans and specifications, collection of fees, audio recording of meetings, notification to applicants of the meetings and written notification to applicant of the outcome of the Development Review Committee review,

(c) Applications which have been found to be sufficient for processing by the city shall be scheduled for presentation by the applicant on the second Thursday of the month following a determination of sufficiency. Technical review by the Development Review Committee ~~and development staff~~ shall take place on the third Thursday of the month if deemed necessary. These dates may be modified in the event of a city holiday falling on the scheduled meeting date or if a special meeting is required due to time constraints.

(c) Review comments and questions by the Development Review Committee ~~and development staff~~ as well as city consultants and any other agency reviewing the proposal shall be consolidated and sent in writing to the applicant by the ~~planning and engineering department~~ development and neighborhood services department within two (2) weeks of the technical review meeting.

(d) The Development Review Committee ~~and development staff~~ shall have the right to require additional reviews of the application as necessary to ensure all comments have been resolved prior to further processing.

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(e) The application and proposed development plans, if any, shall to the extent possible incorporate all changes mutually agreed upon by the Development Review Committee ~~and development staff~~ and the applicant prior to further processing.

(f) An application or/and development plans that have already been reviewed two times by the Development Review Committee will not be scheduled for a third meeting, unless conditions have changed substantially to warrant another meeting.

(g) The Development Review Committee ~~and development staff~~ shall recommend the application to the planning and zoning board of appeals ~~commission~~, local planning agency, ~~zoning board of adjustments and appeals~~, and/or city council, as appropriate, for approval, approval with conditions, or denial. The development and neighborhood services department ~~planning and engineering department~~ shall prepare a ~~land development~~ staff report and recommendation which shall include an explanation of the application, analysis in comparison to relevant Code standards, the recommendation of the Development Review Committee ~~and development staff~~, and any proposed conditions of approval and provide such report to the planning and zoning board of appeals ~~commission~~, local planning agency, ~~zoning board of adjustment and appeals~~, and/or city council.

(Ord. No. 2011-07, § 3, 6-6-11)

Sec. 16-53. - Functions, powers, and duties.

The Development Review Committee ~~and development staff~~ shall have the following functions, powers, and duties:

(a) To review and make recommendations to approve, approve with conditions, or deny applications for:

- (1) Annexation.
- (2) Comprehensive Plan amendment.
- (3) Zoning changes.
- (4) Special exceptions.
- (5) Site and development plans.
- (6) Special exception and site and development plan amendments.
- (7) Variances.
- (8) Text amendments to the Zoning Code.
- (9) Temporary use permits in accordance with [section 16-718](#).
- (10) Perform such additional duties as the Development and Neighborhood Services Department may from time-to-time assign

(b) To conduct review and recommendation based on all relevant requirements of the Comprehensive Plan, City Code, policies of the city, and information received from the city's consultants and other reviewing agencies.

(c) To prepare a ~~land development~~ staff report and recommendation which explains the application, references relevant Comprehensive Plan policies and Code requirements,

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summarizes the recommendation of the Development Review Committee ~~land development staff~~ and the comments of other reviewing agencies, proposes necessary conditions of approval, and summarizes the approval or denial action of each successive reviewing body. The report shall contain exhibits such as plans and maps as necessary to adequately explain and detail the application.

(Ord. No. 2011-07, § 3, 6-6-11)

Secs. 16-54—16-80. - Reserved.

SECTION 2. The Zoning Code of the City of Greenacres is hereby amended as follows:

Any reference to Land Development Staff in the following Code Sections will be changed to Development Review Committee:

1. Section 16-653
2. Section 16-128
3. Section 16-119
4. Section 16-720
5. Section 16-214
6. Section 16-152
7. Section 16-106
8. Section 16-155
9. Section 16-178
10. Section 16-719
11. Section 16-197
12. Section 16-202

Section 3. Changes in the Law.

To the extent the provisions of this Ordinance or § 381.986, Florida Statutes, are declared unconstitutional or are superseded, the City would adhere to its current regulations, including continuing to adhere to the federal prohibition on marijuana. Should the federal law on marijuana change, this Ordinance shall be reviewed and amended as appropriate.

Section 4. Repeal of Conflicting Ordinances

All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability.

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

Section 6. Inclusion in Code

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

Section 7. Effective Date.

The provisions of this Ordinance shall become effective five (5) days after it is adopted.

(Remaining page is intentionally left blank)

Passed on the first reading this 13th day of December, 2021.

PASSED AND ADOPTED on the second reading this ___ day of _____, 2022.

Voted:

Joel Flores, Mayor

John Tharp, Deputy Mayor

Attest:

Voted:

Quintella Moorer, City Clerk

Peter Noble, Council Member, *District II*

Voted:

Judith Dugo, Council Member, *District III*

Voted:

Jonathan Pearce, Council Member, *District IV*

Voted:

Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Kara Irwin-Ferris, AICP, Development & Neighborhood Services Director

SUBJECT: **Ordinance 2021-20, ZTA-21-04**

Replace Class I and Class III site plan amendments with Major and Minor amendments

BACKGROUND

The purpose of a site plan review is to ensure that development will be carried out in compliance with the City of Greenacres (City) Code of Ordinances and any other federal, state and county regulations. Further, it is recognized that there are certain uses and features which, because of their unique characteristics, cannot be distinctly classified or regulated in a particular district without consideration in each case of the impact of such uses and features upon neighboring uses and the surrounding area, compared with the public need for them at particular locations. Such uses and features are treated as special exceptions. The City Council reviews site plans and special exceptions. However, after approvals are obtained, there are times when the original site plan or special exception approval does not work or can be improved upon. Thus, the City's Code of Ordinance provides rules and regulations regarding amendments to previously approved site plans and special exceptions.

The City adopted a tiered system which created Class I, Class II and Class III site plan and special exception amendment criteria. However, at some point, the Class II criteria was deleted. Since the need of three tiers of review and approval is no longer required, staff is proposing to revert to a two- level review and approval process – Minor and Major site plan and special exception amendments.

The Land Development Staff has reviewed these text amendments on October 21, 2021, and is recommending approval. The Planning Commission reviewed this staff-initiated text amendment on November 17, 2021, and recommended approval by a vote of 6-0.

ANALYSIS

The proposed changes are as follows:

1. Changes the classifications of site plan and special exception amendments from Class I, II and III to major and minor amendments
 2. Provides the definition of a minor and major site plan and special exception amendment
 3. Requires a pre-application meeting before filing of a site plan or special exception amendment application
-

-
4. Places burden on applicant to satisfy all applicable requirements for the proposed amendment request
-

FINANCIAL INFORMATION

N/A

LEGAL

Ordinance 2021-20 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION

Approval of ZTA-21-04 through the adoption of Ordinance 2021-20.

ORDINANCE NO. 2021-20

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING GREENACRES CODE OF ORDINANCES AT, CHAPTER 16, ZONING REGULATIONS, ARTICLE II, ADMINISTRATION, DIVISION 10, AMENDMENTS TO APPROVED SPECIAL EXCEPTIONS AND SITE PLANS, SECTION 2-212 THROUGH SECTION 2-216, BY REPLACING CLASS I, II AND III SITE PLAN AND SPECIAL EXCEPTION AMENDMENTS WITH MINOR AND MAJOR SITE PLAN AND SPECIAL EXCEPTION AMENDMENTS, MAKING SIMILAR TERMINOLOGY CHANGES IN OTHER SECTIONS FOR CONSISTENCY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 16, Article II, Division 10, Section 16-212 through Section 2-216 addresses amendments to approved special exceptions and site plans with tiered structure currently using only Class I and Class III with Class II having been eliminated by the city in 2011: and

WHEREAS, with the elimination of a Class II Site Plan and Special Exception Amendment petition, the City Council desires to create a two-tier amendment process rather than a three-tiered process; and

WHEREAS, it is the desire of the City Commission of the City of Greenacres to prevent confusion with the elimination of the Class II Site Plan and Special Exception Amendment process; and

WHEREAS, it is further the desire of the City Council of the City of Greenacres to consolidate update processes and procedures within the City of Greenacres; and

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WHEREAS, the City Council of the City of Greenacres has conducted duly advertised public hearings to receive comments on the Zoning Text Amendments proposed by ZTA 21-04 and has considered all comments received concerning the proposed amendments to the Plan as required by state law and local ordinance; and

WHEREAS, the City Council finds that the proposed Zoning Text Amendments is consistent with the City's Comprehensive Plan; and is in the best interest of the citizens of the City of Greenacres.

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

SECTION 1. The Zoning Code of the City of Greenacres is hereby amended as follows

(additions are indicated by underscoring and deletions are indicated by ~~strikeout type~~):

CHAPTER 16, ARTICLE II- ADMINISTRATION

DIVISION 10. - AMENDMENTS TO APPROVED SPECIAL EXCEPTIONS AND SITE PLANS

Sec. 16-211. - Purpose.

From time to time, in response to changing market conditions, social and economic circumstances, fashion, and changing desires of the property owner, it is necessary to change the materials, physical appearance, layout, intensity, and/or uses called for in approved special exceptions and site and development plans. The purpose of this division 10 is to establish procedures for modifying these previous approvals, including planned commercial developments and/or special exceptions which have been used at times as the functional equivalent of site and development plans, and providing an appropriate level of review and input by the bodies which provided the original approval.

Sec. 16-212. - ~~Class I scope and process.~~ Minor special exception and site plan amendment process

~~(a) A written application for an amendment shall be submitted when ready on forms provided by the planning and engineering department, shall indicate what changes are desired, and shall include all documents, of a nature similar to that called for if it was an~~

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~~application for a new approval, necessary to evaluate the proposal. The application shall be signed by the owner and the applicant, shall include agent authorization for the applicant to represent the owner, and shall include the application fee as established by the city council.~~

~~(b) The following types of changes shall be categorized as a Class I amendment:~~

~~(1) Modification to signage and lighting plans.~~

~~(2) Additional landscape species and structure screening.~~

~~(3) Outdoor coolers.~~

~~(4) Exterior modification to approved residential models or addition of new models.~~

~~(5) Addition or relocation of refuse areas.~~

~~(6) Protection of existing vegetation.~~

~~(7) A one-time or cumulative decrease in non-residential floor area of less than ten (10) percent.~~

~~(8) A one-time or cumulative decrease in residential floor area of less than ten (10) percent.~~

~~(9) A one-time or cumulative increase or decrease in non-residential parking or open space of less than ten (10) percent.~~

~~(10) Exterior residential or non-residential appearance modifications, including color.~~

~~(11) Any other proposed change which is deemed by the planning and engineering director to be a Class I amendment.~~

~~(c) Upon a determination that the application is sufficient to process, the planning and engineering department shall review the proposed changes in comparison to the original approval, original conditions of approval, and current Zoning Code requirements. If the proposal is to be approved, a memorandum shall be prepared explaining the request and containing any conditions of approval. It shall be signed by the planning and engineering director to indicate official approval and the memorandum and supporting documents placed into the property's file. In the event the applicant does not agree with the conditions of approval or if the application is denied, the applicant may appeal to the city council at their next meeting subject to the city council's agenda policy. The council's decision will be final.~~

(a) The following types of changes shall be categorized as a minor site plan and special exception amendment:

(1) Modification to signage and lighting plans when such changes are consistent with the intent of the approved master sign plan or lighting plan.

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- (2) Additional landscape species and structure screening.
- (3) Outdoor coolers.
- (4) Exterior modification to approved residential models or addition of new models.
- (5) Addition or relocation of refuse areas.
- (6) Protection of existing vegetation.
- (7) A one-time or cumulative decrease in non-residential floor area of less than ten (10) percent.
- (8) A one-time or cumulative decrease in residential dwelling units of less than ten (10) percent.
- (9) A one-time or cumulative increase or decrease in non-residential parking or open space of less than ten (10) percent.
- (10) Exterior residential or non-residential appearance modifications, including color.
- (11) Shared parking agreement for mixed use zoning districts.
- (12) Alteration of the location of road, walkway, or structure by not more than five (5) feet.
- (13) Decrease in the height or number of stories of a structure
- (14) Relocation of parking/signage/landscaping due to loss of site area to accommodate widening of public rights-of-ways or intersections.
- (15) Particular amendments may not meet the criteria for minor site plan or special exception amendments but due to their uniqueness or meeting goals of the city, the following amendments will be processed as a minor site plan or special exception amendment:
 - (i) Amendment makes a significant positive impact on the City's employment
 - (ii) Amendment is a significant financial generator
 - (iii) Amendment involved innovative and high-quality design, architecture, site layout or sustainability features or
 - (iv) Amendment significantly furthers establishment of a City Council approved plan.
 - (v) Modifications to any conditions of approval

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(15) Any other proposed amendment which is deemed by the development and neighborhood director or his/her designee to be a minor amendment.

(b) The following process shall apply to all minor site plan and special exception amendments:

(1) A pre-application meeting shall be scheduled and conducted with the development and neighborhood services department prior to the submission of a minor site plan or special exception amendment.

(2) A written application for an amendment shall be submitted when ready on forms provided by the development and neighborhood services department, shall indicate what changes are desired, and shall include all documents, of a nature similar to that called for if it was an application for a new approval, necessary to evaluate the proposal. Such information shall include but not be limited to, as applicable, a site plan, landscape and buffer plan, proposed hours of operations, parking standards and proposed use limitations. The application shall be signed by the owner and the applicant, shall include agent authorization for the applicant to represent the owner, and shall include the application fee as established by the city council. It shall be the applicant's burden of proof to satisfy all applicable requirements for the proposed request.

(3) The development and neighborhood services department shall review the proposed changes in comparison to the original approval, original conditions of approval, and current Zoning Code requirements.

(4) Once the development and neighborhood services department shall schedule the application for the next available development review committee (DRC) meetings. The DRC shall consider each application, shall complete a technical evaluation of the application, shall identify any deficiencies or discrepancies, and for each comment shall either indicate that the comment involves a code, safety, or engineering requirement or that the comment is advisory. Comments shall consist of the draft comments and items discussed at the DRC meeting. Complete and final comments on all applications considered at the DRC meeting shall be assembled and forwarded to the applicant. At the discretion of the DRC, applications with substantial deficiencies may, upon post-DRC re-submittal, be scheduled for re-review at another DRC meeting.

(6) Resubmission The applicant's response to the DRC comments shall include an itemized letter that recites each staff comment, details how each comment has been adequately addressed, and states where any corresponding plan revision can be located. Once all comments have been adequately addressed, all technical and informational requirements met, and the commenting members of the DRC have recommended approval or approval with conditions on the application, the application shall be sent to the development and neighborhood director or his/her designee for review.

(5) If the application is to be approved, a memorandum shall be prepared explaining the request and containing any conditions of approval. It shall be signed by the development and

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neighborhood services director or his/her designee to indicate official approval and the memorandum and supporting documents placed into the property's file.

(6) In the event the applicant does not agree with the conditions of approval or if the application is denied, the development and neighborhood services director or his/her designee shall provide written notice of denial which shall be served to the applicant by certified registered mail. Said notice shall notify the applicant of the city's action and specify the reasons for denial, including applicable Code citations. The applicant may appeal to the city manager within thirty (30) days of the date of the written notice of denial. The city manager's decision will be final.

Sec. 16-213. -Class II scope and process. Major site plan and special exception amendments review

(a) Any deviation from a site plan or special exception that does not meet the criteria for a minor site plan or special exception amendment, as defined above shall be considered a major amendment. Major amendments shall follow the original site plan or special exception application process pursuant to this code.

The Class II amendment process is not currently in use.

Sec. 16-214. - Class III scope and process.

~~(a) A written application for an amendment shall be submitted by the fifteenth of the month or previous regular business day on forms provided by the planning and engineering department, shall indicate what changes are desired, and shall include all documents, of a nature similar to that called for if it was an application for a new approval, necessary to evaluate the proposal. The application shall be signed by the owner and the applicant, shall include agent authorization for the applicant to represent the owner, and shall include the application fee as established by the city council.~~

~~(b) The following types of changes shall be categorized as a Class III amendment:~~

~~(1) A one-time or cumulative increase in non-residential floor area less than ten (10) percent.~~

~~(2) A one-time or cumulative increase in residential floor area of less than ten (10) percent.~~

~~(3) A one-time or cumulative increase or decrease in residential parking or open space of less than ten (10) percent.~~

~~(4) Addenda to planned unit development agreements.~~

~~(5) Special exception and planned unit development plan modifications.~~

~~(6) Relocation of curb cuts and street and parking lot driveway connection points.~~

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~~(7) Expansion or relocation of retention areas and water bodies.~~

~~(8) Changes to platted lot areas.~~

~~(9) Building or recreational facility relocations or substitutions.~~

~~(10) Any other proposed changes that are deemed by the planning and engineering director to be a Class III amendment.~~

~~(c) Any proposed amendment which exceeds the scope allowed for a Class III amendment shall be processed as a new approval in accordance with the procedures of [chapter 16](#), article II, division 8 or division 9 as applicable, including the payment of the fees established by the city council and compliance with public hearing, advertising, and notice requirements.~~

~~(d) If it has been determined to have met the submittal requirements, the application shall be reviewed by the land development staff within thirty (30) days of the submission deadline. Upon completion of the land development staff review and analysis of all submitted materials, in comparison to the original approval, original conditions of approval, and current Zoning Code requirements, the planning and engineering department shall forward the land development staff report and recommendation to the members of the planning commission and city council for their individual review.~~

~~(e) The members of the planning commission and city council shall have seven (7) working days from the day the land development staff report and recommendation is distributed in which to raise any objection to the proposal or the conditions of approval.~~

~~(1) If no objections are raised, upon the expiration of the seventh day, the proposed amendment shall be considered approved.~~

~~(2) If an objection is raised by any member of the planning commission or city council and it cannot be resolved prior to the expiration of the seventh day, or if the applicant does not agree with the proposed conditions, or if the land development staff has recommended denial, the amendment request shall be scheduled for review by the city council at their next meeting, subject to the city council's adopted agenda procedures. The decision of the city council is final.~~

Sec. 16-2145. - Exemptions and duration.

(a) The following types of changes shall be exempt from the need to modify the approved special exception or site plan using these procedures:

(1) Floorplan layout changes to the interior of approved residential models or to non-residential buildings provided that the changes have no impact on the exterior appearance, density, or floor area ratio.

(2) Minor species substitution and minor location adjustments of landscaping.

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(3) Items covered under the scope of the temporary use permit provisions of [section 16-718](#).

(4) Any other proposed change which is deemed by the development and neighborhood services department planning and engineering director to be exempt.

(b) Amendments made through the approval process of this division 10 shall be valid for the life of the underlying original special exception or site and development plan approval. Amendments made by filing for a new review shall have the duration of a new approval.

Sec. 16-2156. - Fees.

Application fees shall be as established by the city council and shall be paid at the time of application. No review or processing is to be conducted until the necessary fees have been paid.

Secs. 16-2167—16-220. - Reserved.

Section 2. The Zoning Code of the City of Greenacres is hereby amended as follows

(additions are indicated by underscoring and deletions are indicated by ~~strikeout~~ type):

Any reference to Class III site plan and special exception amendment in the following Code Sections will be changed to major site plan and special exception amendment:

1. Section 16-760
2. Section 16-997
3. Section 16-757
4. Section 16-588

Section 3. Changes in the Law.

To the extent the provisions of this Ordinance or § 381.986, Florida Statutes, are declared unconstitutional or are superseded, the City would adhere to its current regulations, including continuing to adhere to the federal prohibition on marijuana. Should the federal law on marijuana change, this Ordinance shall be reviewed and amended as appropriate.

Section 4. Repeal of Conflicting Ordinances

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All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability.

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

Section 6. Inclusion in Code

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

Section 7. Effective Date.

The provisions of this Ordinance shall become effective five (5) days after it is adopted.

(Remaining page is intentionally left blank)

Passed on the first reading this 13th day of December, 2021.

PASSED AND ADOPTED on the second reading this ____ day of ____, 2022.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

John Tharp, Deputy Mayor

Voted:

Peter Noble, Council Member, District II

Voted:

Judith Dugo, Council Member, District III

Voted:

Jonathan Pearce, Council Member, District IV

Voted:

Paula Bousquet, Council Member, District V

Voted:

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney



ITEM SUMMARY

MEETING DATE: December 13, 2021

FROM: Andrea McCue, City Manager

SUBJECT: Scholarship Committee Appointment - Eliana Girard

BACKGROUND

The City's SC was established in 1997 through Council Policy 16. The SC awards scholarships to high school seniors and college students that reside in the City and demonstrate financial need. The SC has eight (8) members appointed and approved by the City Council. The membership is comprised of a Chair, which must be a Councilmember, six (6) Regular Members, and one (1) Alternate Member. The Chair is appointed for two (2) year terms and all other members serve three (3) year terms.

ANALYSIS

There is currently one (1) vacant Regular Member on the Scholarship Committee as of December 2021. Ms. Eliana Girard resident of Greenacres has expressed an interest in fulfilling the Regular Member vacancy.

FINANCIAL INFORMATION

N/A

LEGAL

The appointment procedure is in compliance with City Codes.

STAFF RECOMMENDATION

Staff recommends appointing Ms. Girard to serve a three-year term as a Regular Member of the Scholarship Committee.



21 NOV 4 PM 10:14

CITY OF GREENACRES BOARD AND COMMITTEE SERVICE APPLICATION

NAME: Eliana Girard PHONE: 561-329-8847

ADDRESS: 603 Sea Pine Way Apt C1

CITY, STATE & ZIP: Greenacres, FL 33415

EMAIL ADDRESS: eliana.girard@gmail.com

EMPLOYER NAME: PBC REC + TR Advocacy OCCUPATION: Political Consultant

Please provide a description of your education and experience as it relates to the board(s) on which you wish to serve and describe your interest for serving. (You may attach a copy of your resume.)

I'm an international dancer who has judged national competitions for almost 10 yrs. I graduated from Preyfoos & have helped with their scholarship/audition process as well as Oxbridge Academy.

I'm an REC board member for Palm Beach County & Chair of Palm Beach County Young Republicans. I've helped State Representative Rick Roth with zoning in his district. I am also Treasurer of the Florida Federation of Young Republicans state board.

Do you currently hold any City office? ☐ Yes ☒ No

Do you own a business within the City? ☐ Yes ☒ No If yes, which one? _____

On which Board or Committee are you interested in serving?

- ☐ Board of Trustees – PSO & Firefighters Retirement
☐ Charter Review Committee
☒ Scholarship Committee

- ☐ Building Board of Adjustments & Appeals
☒ Planning Commission/ Local Planning Agency
☒ Zoning Board of Adjustments & Appeals

Applicant Signature: Eliana Girard Date: 11/04/21

Nominated By: Councilman Jonathan Pearce



Department Report

MEETING DATE: December 3, 2021
FROM: Michele Thompson, Director, Community & Recreation Services
SUBJECT: Community & Recreation Services Dept. October & November Report

ADMINISTRATION

PERFORMANCE MEASUREMENT	THIS PERIOD	FY2022 TO DATE	FY 2022 BUDGET
No. of Contracts Executed	0	0	2
No. of Collaborative Partnerships	3	3	22
No. of Vendor/Independent Contractor Agreements	3	14	18
No. of Educational Scholarship Applications	0	0	14
No. of Community Events Coordinated			8
No. of Event Participants			28,000
No. of Chartered Little Free Libraries (LFL)*	1	26	30
No. of Business Sponsorships	3	16	16

FACILITY RENTALS

FACILITY RENTALS	THIS PERIOD	FY2022 TO DATE	FY 2022 BUDGET
Fields/Concession Stands	96	240	550
Pavilions	34	72	350
Center Facility	61 ¹	137 ¹	1,100
Monthly Center Attendance	1952	4348	N/A

¹ 71 Additional Free Rentals: 22 Gym -YP/Ballroom Dancing, 4 Banquet Room -FR/FTO/Conversation Series/Senior's Thanksgiving Lunch, 12 Room 3 -Senior Social, 1 Room 1 -Senior's Paint n Sip Class, 1 SJF Com. Park -Dedicated Senior Center, 12 Freedom Park -Tai Chi Classes, 19 IVB Pavilion -Covid-19 Testing.

REVENUE

FACILITY RENTALS REVENUE	THIS PERIOD	FY2022 TO DATE	FY2022 PROJECTED
Rental Revenue Generated	\$11,763.00	\$26,773.75	\$134,000

ATHLETICS

YOUTH ATHLETICS	THIS PERIOD	FY2022 TO DATE	FY2022 PROJECTED
Co-ed Fall Soccer (9/13/21-12/10/21)	-	158	160
Co-ed Spring Soccer	-	-	175
Co-ed Winter Basketball (12/6/21-3/10/22) • Registration Period 9/7/21 – 11/2/21	38	100	160
Co-ed Summer Basketball Skills Camp	-	-	40

COMMUNITY SERVICES

CROS MINISTRIES FOOD PANTRY DATES	NO. OF HOUSEHOLDS	NO. OF INDIVIDUALS
October 14 th & 28 th	37 & 31	94 & 81
November 11 th & 24 th	33 & 36	73 & 92
TOTAL YTD	137	340

COVID TESTING BY BLUE MED CONSULTANTS	NO. TESTED	TOTAL YTD
October & November	584/378	962

SENIOR PROGRAMS

SENIOR SOCIAL	SPONSORS	NO. OF PARTICIPANTS YTD
Games/Bingo/Special Events Mon., Wed., Fri. (3x15)	Humana, Cano Medical, Prominence Health, Dedicated Senior, PBSO, Devoted Health Plans, Absolute Best Insurance	264
Thanksgiving Luncheon	State Farm, Robling Arch, Humana, Frank Miller, DJ Bobby, The Glasser Family	45

FY22 EVENTS & SPONSORSHIPS

EVENTS	SPONSORS/PARTNERS	FY2022 EXPENSE	FY2022 ATTENDEES
Holiday in the Park (12/4/21)	Greenacres Nissan, Ed's Foods, Waste Mgmt, Pepisco, Tapatia, Humana, Dedicated Sr., Sunshine Health, and BlueMed	\$14,828	
Fiesta de Pueblo (1/8/22)	Co-Sponsored w/ FdP, Inc.	\$2,268	
Artzy Eve. at City Hall (1/22/22)		\$3,527	
Daddy Daughter Dance (2/19/22)		\$3,560	
Egg'stravaganza (4/16/22)		\$13,655	
Rock-n-Roll Sunday Date TBD		\$1,598	
Ignite the Night (7/4/22)		\$39,165	
<i>Back2School</i> Supply Distribution (August)		\$6,200	



Department Report

MEETING DATE: December 13, 2021

FROM: Kara L. Irwin-Ferris, Director of Development & Neighborhood Services

SUBJECT: November 1, 2021 through November 30, 2021

Development & Neighborhood Services

Planning & Engineering

NEW CASES

Chick Fil A Greenacres

A request by the owner for a site and development plan (SP-85-12RR) approval to construct a 4,646 fast food restaurant with a drive-thru window and a special exception (SE-21-03) request to allow a fast food/drive thru restaurant in a commercial intensive zoning district. The site is located in the River Bridge Centre on the southwest corner of Forest Hill Blvd and S. Jog Road.

AT&T Store

A request by the property owner for a class I site plan amendment (SP-89-06C) to allow for façade improvements to the existing building. The site is located at 5177 Lake Worth Road.

West Pines Baptist Church

A request by the property owner for a class III site plan amendment (SP-03-17C) to add a 1,150 sq. ft. modular unit. The site is located at 4906 Melaleuca Lane.

CURRENT PLANNING CASES

333 Jackson Avenue

A request by the owner for a variance from Article III, Division 4, Section 16-309(c) to reduce the setback requirements for an existing single-family home and accessory structure. The site is located at 333 Jackson Avenue. (Scheduled for LDS reviews on August 12, 2021 and August 19, 2021)(Scheduled for the Zoning Board of Adjustments & Appeals meeting on October 5, 2021. Applicant requested postponement until full board is available)

ALFA-G Arcade

A request by the owner for a request for a special exception (SE-21-01) to allow an indoor amusement in a commercial zoning district. The site is located at 3757 S. Military Trail. (Submittal incomplete, awaiting receipt of traffic study)

ANX-08-01

Annexation into the City of various road rights-of-way per Interlocal Annexation Agreement (ANX-07-05). (Staff review)

ANX-20-03 4180 S. Jog Road (Lake Worth Plaza West Shopping Center)

A request by the owner for a voluntary annexation (ANX-20-03) for one parcel of land totaling approximately 27.14 acres. The site is located at 4180 S. Jog Road. The City has been negotiating an Interlocal Service Boundary Agreement with Palm Beach County, in accordance with Florida Statutes to facilitate the annexation of the plaza and the outparcels. Staff has received an Agreement from Palm Beach County and has started the adoption process.

Bethesda Tabernacle

A request by the owner for a request for a site and development plan approval (SP-99-04B) to modify the previously approved site plan and a special exception (SE-21-02) to for a house of worship and develop a 16,459 square foot House of Worship use and accessory uses at 4901 Lake Worth Road. . (Awaiting receipt of traffic study)

CIE Update (CPA-21-02)

A request by the Planning & Engineering Department to amend the Capital Improvement Element of the Comprehensive Plan to update in accordance with Palm Beach County and Palm Beach County School Board capital projects. (Scheduled for Planning Commission meeting on October 20, 2021 and first reading City Council meeting on November 1, 2021. The State issued a letter of compliance on December 2, 2021 and staff will schedule the application for second reading on January 3, 2022.)

CPA-21-03-Ordinance 2021-17

Amending the Water Supply Plan, as adopted by reference in the Intergovernmental and Public Facilities Elements of the City of Greenacres Comprehensive Plan, to be in compliance with Palm Beach County and South Florida Water Management District's Plans. (Transmitted to the Dept. of Economic Opportunity on November 3, 2021. The State issued a letter of compliance on December 2, 2021 and staff will schedule the application for second reading on January 3, 2022.)

CPA-21-04-Ordinance 2021-14

Adopt a newly created Property Rights Element in accordance with state statute. (Transmitted to the Dept. of Economic Opportunity on November 3, 2021. The State issue a letter of compliance on December 2, 2021 and staff will schedule the application for second reading on January 3, 2022.)

ISBA-2020 Northeast Corner of S Jog and Lake Worth Road

A request initiated by the City of Greenacres to Palm Beach County for a Interlocal Service Boundary Agreement (ISBA) to address the potential issues for services upon annexation for the unincorporated property located at the north west corner of Lake Worth Road and South Jog Road. City Council approved Resolution 2020-45 to initiate the action on November 2, 2020. Palm Beach County Board of County Commissioners adopted a Resolution to support the ISBA. City and County staff met in January to start drafting the Agreement and continue to work out issues. City staff and the property owner met with Palm Beach County Fire Rescue and a representative from IAFF on June 29, 2021. Staff is checking in with County staff weekly for an update on the proposed language for the Agreement. PBC Staff has recently forwarded the Agreement, staff is reviewing it and starting the process to bring to Council for adoption.

Nash Trail PUD

A request by the owner for a comprehensive plan amendment (**CPA-20-4**) from Medium Residential – 5 units per acre (MR-5) and Low Residential – 1 unit per acre (LR-1) (Palm

Beach County's Future Land Use (FLU) designation) to Residential Medium Density (RS-MD) and Residential High Density (RS-HD) (City of Greenacres' FLU designation); a zoning designation **(ZC-20-04)** from Agricultural Residential (AR) and Residential Estate (RE) (Palm Beach County's FLU designation) to Residential High Density (RH) (City of Greenacres' FLU designation); a special exception **(SE/PUD-20-03)** to allow a Planned Unit Development (PUD) for the subject site; a site & development plan **(SP-20-03)** to permit development of 213 dwelling units (76 zero-lot line (ZLL) homes and 137 townhomes); and variance **(BA-20-03)** to allow for the reduction of 5 feet from the required 25 feet building separation between two multi-family buildings; to allow for the reduction of 24 feet for side from the required 50 feet and 13 feet for rear from the required 50 feet PUD setbacks as related to Townhouse (TH); and to allow a reduction of 16 inches from the required 12-feet in net width of parking space clear of obstructions for any single vehicle garage. (The variance was denied at the Zoning Board of Adjustment & Appeals meeting on July 27, 2021) (Scheduled for Planning Commission meeting on December 1, 2021 and first reading for City Council on December 13, 2021. Second reading and adoption by City Council tentatively scheduled for January 3, 2022)

Sunset Springs

A request by the applicant for site and development approval (SP-21-01) for 25 single family homes and a variance (BA-21-01) request to reduce to landscape buffer from 10 ft to 5 ft. The site is located at 6645 Chickasaw Road. (Resubmittal received on October 1, 2021. Applicant requested postponement until 2022.)

Tapatia Market Greenacres

A request by the applicant referencing SB-2156 (6 month extension for the Coronavirus (EO 20-52)) for Development Orders approved and a one-year time extension for SP-19-01. (Approved on November 17, 2021 by City Council; time extension granted to October 4, 2023)

SITE PLAN AMENDMENTS

Catalina Estates

A request by the property owner for a class I site plan amendment (SP-18-02C) to modify the previously approved landscape plan. (Scheduled for LDS review meetings November 12 and November 18, 2021)

The Pines

A request by the home owners association for a class I site plan amendment (SP-78-01G) to add dumpster enclosures through-out the community. (Scheduled for LDS review meetings November 12 and November 18, 2021)

Wachovia Bank @ Military Crossing

A request by the property owner for a class I site plan amendment (SP-04-06A) to add cash machine. The site is located at 4901 S. Military Trail. (Scheduled for LDS meetings December 9 and December 16, 2021)

ZONING TEXT AMENDMENTS

ZTA-21-07 Art in Public Places

A City-initiated request to add regulations for the creation of a program providing for the placement of art in public spaces within the City.

ZTA-21-01 PZAB

A request by the Planning & Engineering Department to create a new Board, Planning and Zoning Board of Appeals. (First reading of City Council held on November 1, 2021, second reading and adoption scheduled for December 13, 2021)

ZTA-21-02 Uses

A request by the Planning & Engineering Department for a zoning text amendment to reflect uses in all zoning districts.

ZTA-21-03 LDS to DRC

A request by the Planning & Engineering Department for a zoning text amendment to update procedures for Land Development Staff and change to Development Review Committee. (Scheduled for Planning Commissioning meeting on November 17, 2021) (Scheduled for first reading at City Council on December 13, 2021)

ZTA-21-04 Major/Minor Amendments

A request by the Planning & Engineering Department for a zoning text amendment to approved Special Exceptions and Site Plans. (Scheduled for Planning Commission meeting on November 17, 2021)

ZTA-21-05 MXD-O

A request by the Planning & Engineering Department for a zoning text amendment to modify MXD-O. . (Scheduled for Planning Commission meeting on November 17, 2021) (Scheduled for first reading at City Council on December 13, 2021)

ZTA-21-06 ROW

A request by the Planning & Engineering Department for a zoning text amendment to for Engineering Sidewalk/ROW. (Scheduled for LDS review meetings November 12 and November 18, 2021) (Scheduled for first reading at City Council on December 13, 2021)

RESIDENTIAL PERMITS

Catalina Estates

Plat application received on May 16, 2019. Comments letter sent to applicant on July 17, 2019, resubmittal received on August 25, 2019 and approved by City Council on October 7, 2019. MOT Plan issued drainage work to begin October 5, 2020.

Ranchette Road Townhomes

Plat Application received on March 23, 2021. Comments letter sent to applicant on May 17, 2021, resubmittal received on June 1, 2021. Final plat received and utility permit reviewed by City's engineer. Plat approved by City Council on October 4, 2021. Utilities permit approved by City's consulting engineer on 10/1/2021. Pre-construction meeting held on November 19, 2021.

COMMERCIAL PERMITS

Braman Honda

Revised replat under review. Construction of the vehicle storage lot is complete. Permit application for the recently approved service department expansion (SP-97-06G) was issued. Comments sent to applicant on March 22, 2021. Awaiting receipt of final plat.

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

The building permit and engineering permit are both issued for the development. Stop work order was issued by Building Official on September 28, 2018. Subsequent meetings have been held with Building Official and Consultant Engineer. The Building Official has re-issued the permits to the contractor. The construction is moving forward

Kid's College Greenacres Campus

Plat application received on October 19, 2018 with complete submittal received on November 6, 2018. The Plat was approved January 7, 2019 by City Council. Utility permit issued on January 25, 2019; pre-con meeting for underground work only held on January 30, 2019. Building permit signed off by zoning on February 15, 2019. Pedestrian Access Easement Agreement signed and recorded on May 15, 2019. Building Dept. permit issued on May 15, 2019. Building construction has been completed for the first building. The second building has been completed. Final landscape and building inspections passed on October 18, 2021.

Palm Beach Christian Academy

Revision to building permit received on November 1, 2021 comments sent to applicant on November 17, 2021, waiting on outside agency permits and resubmittal to address City's engineer comments.

CAPITAL IMPROVEMENTS

Original Section Drainage Improvement – Phase 7

An application for Phase 7 of the Original Section Drainage Improvements project was submitted to DHES on March 12, 2020. The CDBG Grant Agreement for FY 20-21 was approved by City Council on September 24, 2020. Agreement sent to DHES on October 6, 2020. Project was advertised for bid on January 31, 2021. Virtual Pre-bid meeting was held on February 17, 2021. The bid opening was March 3, 2021. On March 15, 2021 City Council awarded the bid to TCLM Enterprise Inc. Notice of Award issued on March 24, 2021. The Preconstruction meeting was held on April 21, 2021. Notice to Proceed issued on April 27, 2021. Resident Notification letters sent on April 20, 2021. Physical construction started on May 24, 2021. Substantial completion reached on August 11, 2021; third payment request received and processed on August 24, 2021. Final inspection passed Tuesday, September 14, 2021. Final invoice processed on October 14, 2021. Final close out documents have been sent to DHES.

Original Section Drainage Improvement – Phase 8

An application for Phase 8 of the Original Section Drainage Improvements project was submitted to DES on February 8, 2021. The CDBG Grant Agreement for FY 21-22 was approved by City Council on August 18, 2021. Agreement sent to DHES on August 25, 2021.

FY 2022 Data:

Case	Current Period	FY 2021 to Date	FY 2021 Budget
Annexation	0	0	2
Comprehensive Plan Amendment	0	0	5
Zoning Changes	0	0	3
Special Exceptions	0	0	5
Site Plans	0	0	5
Site Plan Amendments	1	3	14
Variances	0	0	4
Zoning Test Amendments	0	0	3

Inspection Type	Current Period	FY 2021 to Date	FY 2021 Budget
Landscaping	2	7	130
Zoning	2	7	121
Engineering	8	31	100

Building Division

1) ADMINISTRATION:

- a) Researched and completed ninety-six (96) lien searches providing permit and code enforcement case information.
- b) Researched and completed thirty-three (33) records request for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2021
New Applications Received / Permits Created	409	737
Applications Approved	66	133
Applications Canceled	5	6
Applications Denied	16	27
Applications Reopened	5	8
Permits Issued	255	587
Permits Completed	248	498
Permits Canceled	3	10

Permits Reopened	5	15
Permits Expired	2	4
Inspections Performed	591	1,362
Construction Value of Permits Issued	\$1,382,766	\$5,235,088.00
Construction Reinspection Fees	\$150.00	\$150.00
CO's Issued	1	1
CC's Issued	6	6
Temporary CO's Issued	0	0

3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)

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

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
Tire Kingdom	5901 Lake Worth Rd		Exterior Improvements - New storefront Fascade	2021-3309
Catayu Baking	3797 S Military Trail		Convert former Carolina Furniture store into Factory for Bakery with Business Use	2021-3806
Palm Beach Christian Academy	5208 S Haverhill Rd	4,250	Construct two new classroom buildings & one bathroom building	2021-3230
Eagle Grill	4624 Lake Worth Rd	1,100	Remodel New Kitchen & Accessible Restroom	2021-4016
Luna Cafe	2930 S Jog Rd	1,520 sq.ft.	Interior Remodel – Convert office space into Restaurant	2021-2464
Sanctuary Medicinals LLC	6905 Lake Worth Rd	3,700 sq.ft.	Commerical Renovation – Change of Use	2021-3948

5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Majestic Aesthetics	5315 Lake Worth Rd	1,406 sq.ft.	Interior Remodel	2021-3339

Convenience Store/Laundry	5470 10 th Ave N	1,604 sq.ft.	Interior Remodel – Add Coin Laundry to Convenience Store	2021-1191
Conviva Care Center	6766 Forest Hill Bvd	6,715 sq.ft.	Interior Remodel of Existing Space	
Ministries in Bethel	3950 S 57 th Ave	6,939 sq.ft.	House of Workshop	2021-0365
Kids College (Phase 2)	1091 S Jog Rd	2,530	Construct One Story, 2 nd Building for Daycare	2021-1772
Greenacres Plaza Landlord Improvements	3953 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2600
Greenacres Plaza Landlord Improvements	3951 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2599
Greenacres Plaza Landlord Improvements	3949 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2598
Conviva Care Center	5799 Lake Worth Rd	7,673 sq.ft.	Interior Demo of former Pool & Patio Depot	2021-1771
Mental Health	2936 S Jog Rd		Interior Remodel	2021-2292
Target	5900 Lake Worth Rd	1,394	Remove Café/Snack Bar & Convert to Online Pick-Up Storage Area	2021-0756
Supertech Communications (Waiting for a Contractor)	5305 Lake Worth Rd	800	Interior Remodel	2021-1498
Isabel Barber Salon	3820 S Jog Rd	1,040	Remodel Add Mani/Pedi Stations New Salon	2020-2742
Mission of Grace	6200 Lake Worth Rd	3690 sq. ft.	Convert former Restaurant to House of Workshop	2020-2095
Mission of Grace	6200 Lake Worth Rd		Interior Demo of Former Steak N Shake	2020-1748
Landlord Improvement	3937 S Jog Rd	1,240 sq. ft.	White Box Space for Future Tenant	2019-1458
VCA Simmons Animal Hospital	4975 Lake Worth Rd	12,372	Interior Renovation – Modify Layout	2019-1189
Church of God 7 th Day	3535 S Jog Rd	11,500 sq. ft.	New Church	2016-2382

6) PROJECTS IN PROGRESS – PRINCIPAL NEW CONSTRUCTION:

PROJECT	ADDRESS/LOCATION	UNITS OR SQ. FT. APPROVED	UNITS C.O.'D
Las Ramblas	3900 La Rambla / Common Area	14	8
Santa Catalina	3145 S Jog Rd (Townhomes and Commercial units)	29 residential/ 12 commercial	29/res 1Pool/Cabana

Original Section	339 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	345 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	349 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	353 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	357 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	249 Martin Ave	1,797 sq. ft.	New Single Family
Original Section	328 Jackson Ave	2,012 sq. ft.	New Single Family
Original Section	349 Jackson Ave	1,951 sq. ft.	New Single Family
Original Section	409 Broward Ave	1,951 sq. ft.	New Single Family

Code Enforcement Division

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2021
Inspections Related to Active Code Cases	225	2744
New Cases Started	69	815
Cases Complied	49	615
Current Open Cases	275	810
Notices Sent	143	2639
Illegal Signs Removed from right-of-ways	101	2512
Inspections Not Related to Active Code Cases	78	1205
Complaints Received and Investigated	23	359
Warning Tickets	132	654



License Activity Report Item # 18.

Activity Date Range 11/01/21 - 11/30/21

Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Canceled
Amusement - Amusement & Entertainment	Business	1	0	0	0	0	0	0
Contractor Reg - Contractor Registration	Business	19	0	0	7	11	0	0
Exemptions - Exemptions / Non-Profit	Business	0	0	0	0	1	0	0
General Retail - General Retail	Business	1	0	0	0	1	0	0
General Service - General Service	Business	9	0	0	2	3	0	0
General Svc Reg - General Service Registration	Business	0	0	0	0	5	0	0
Home - Home Based Business	Business	4	0	0	3	3	0	0
Insurance Co - Insurance Sales Company	Business	0	0	0	0	1	0	0
Professional - Professional	Business	2	0	0	1	1	0	0
Rental Unit - Rental Unit	Business	3	0	0	2	19	0	0
Grand Totals		39	0	0	15	45	0	0

CITY OF GREENACRES

Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 10/01/2021 - To Date: 10/31/2021

Item # 18.

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Cont Office-Contractor Office					
Cont Office-Contractor Office	2	0	\$232.44	\$0.00	\$232.44
License Type Cont Office-Contractor Office Totals	2	0	\$232.44	\$0.00	\$232.44
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	2	0	\$243.10	\$0.00	\$243.10
Food Per Seat-Food Per Seat	2	0	\$471.35	\$0.00	\$471.35
License Type Food Service-Food Service / Bar / Lounge Totals	4	0	\$714.45	\$0.00	\$714.45
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	5	0	\$853.11	\$0.00	\$853.11
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
General Service-General Service	1	0	\$110.69	\$0.00	\$110.69
License Type General Retail-General Retail Totals	7	0	\$1,032.80	\$0.00	\$1,032.80
License Type: General Service-General Service					
General Service-General Service	21	0	\$2,147.40	\$0.00	\$2,147.40
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
Delinquent > 150-Delinquent Over 150 Days	1	0	\$100.00	\$0.00	\$100.00
License Type General Service-General Service Totals	23	0	\$2,316.40	\$0.00	\$2,316.40
License Type: General Svc Reg-General Service Registration					
General Svc Reg-General Service Registration	2	0	\$50.00	\$0.00	\$50.00
License Type General Svc Reg-General Service Registration Totals	2	0	\$50.00	\$0.00	\$50.00
License Type: Home-Home Based Business					
Home-Home Based Business	34	0	\$2,619.82	\$0.00	\$2,619.82
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
License Type Home-Home Based Business Totals	35	0	\$2,688.82	\$0.00	\$2,688.82
License Type: Insurance Co-Insurance Sales Company					

CITY OF GREENACRES
Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 10/01/2021 - To Date: 10/31/2021

Item # 18.

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
Insurance Reg-Insurance Registration	47	0	\$5,462.34	\$0.00	\$5,462.34
License Type Insurance Co-Insurance Sales Company Totals	47	0	\$5,462.34	\$0.00	\$5,462.34
License Type: Professional-Professional					
Professional-Professional	7	0	\$801.92	\$0.00	\$801.92
Cosmetology-Cosmetology / Barber	1	0	\$38.68	\$0.00	\$38.68
License Type Professional-Professional Totals	8	0	\$840.60	\$0.00	\$840.60
License Type: Rental Unit-Rental Unit					
Rental Unit-Rental Unit	116	0	\$4,607.52	\$0.00	\$4,607.52
Rental Insp-Rental Inspection	5	0	\$880.00	\$0.00	\$880.00
License Type Rental Unit-Rental Unit Totals	121	0	\$5,487.52	\$0.00	\$5,487.52



Department Report

MEETING DATE: December 13, 2021

FROM: Kara L. Irwin-Ferris, Director of Development & Neighborhood Services

SUBJECT: October 1, 2021 through October 31, 2021

Development & Neighborhood Services

Planning & Engineering

NEW CASES

The Pines

A request by the home owners association for a class I site plan amendment (SP-78-01G) to add dumpster enclosures through-out the community. (Scheduled for LDS review meetings November 12 and November 18, 2021)

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Catalina Estates

A request by the property owner for a class I site plan amendment (SP-18-02C) to modify the previously approved landscape plan. (Scheduled for LDS review meetings November 12 and November 18, 2021)

Ministries in Bethel

A request by the property owner for a class I site plan amendment (SP-84-12C) to add playground equipment. The site is located at 3950 S. 57th Avenue. (Scheduled for LDS review meetings November 12 and November 18, 2021)

ZTA-21-06

A request by the Planning & Engineering Department for a zoning text amendment to for Engineering Sidewalk/ROW. (Scheduled for LDS review meetings November 12 and November 18, 2021)

Wachovia Bank @ Military Crossing

A request by the property owner for a class I site plan amendment (SP-04-06A) to add an ATM machine. The site is located at 4901 S. Military Trail.

CURRENT PLANNING CASES

333 Jackson Avenue

A request by the owner for a variance from Article III, Division 4, Section 16-309(c) to reduce the setback requirements for an existing single-family home and accessory structure. The site is located at 333 Jackson Avenue. (Scheduled for LDS reviews on August 12, 2021 and August 19, 2021)(Scheduled for the Zoning Board of Adjustments & Appeals meeting on October 5, 2021. Applicant requested postpone until full board is available)

ANX-08-01

Annexation into the City of various road rights-of-way per Interlocal Annexation Agreement (ANX-07-05). (Staff review)

ANX-20-03 4180 S. Jog Road (Lake Worth Plaza West Shopping Center)

A request by the owner for a voluntary annexation (ANX-20-03) for one parcel of land totaling approximately 27.14 acres. The site is located at 4180 S. Jog Road.

CPA-21-02 – Ordinance 2021-15 CIE Update

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CPA-21-03 - Ordinance 2021-17 Water Supply Plan Update

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CPA-21-04 - Ordinance 2021-14 Property Rights Element

Adopt a newly created Property Rights Element in accordance with state statute. (Transmitted to the Dept. of Economic Opportunity on November 3, 2021)

ISBA-2020 Northeast Corner of S Jog and Lake Worth Road

A request initiated by the City of Greenacres to Palm Beach County for a Interlocal Service Boundary Agreement (ISBA) to address the potential issues for services upon annexation for the unincorporated property located at the north west corner of Lake Worth Road and South Jog Road. City Council approved Resolution 2020-45 to initiate the action on November 2, 2020. Palm Beach County Board of County Commissioners adopted a Resolution to support the ISBA. City and County staff met in January to start drafting the Agreement and continue to work out issues. City staff and the property owner met with Palm Beach County Fire Rescue and a representative from IAFF on June 29, 2021. Staff is checking in with County staff weekly for an update on the proposed language for the Agreement.

Nash Trail PUD

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Planned Unit Development (PUD) for the subject site; a site & development plan (**SP-20-03**) to permit development of 213 dwelling units (76 zero-lot line (ZLL) homes and 137 townhomes); and variance (**BA-20-03**) to allow for the reduction of 5 feet from the required 25 feet building separation between two multi-family buildings; to allow for the reduction of 24 feet for side from the required 50 feet and 13 feet for rear from the required 50 feet PUD setbacks as related to Townhouse (TH); and to allow a reduction of 16 inches from the required 12-feet in net width of parking space clear of obstructions for any single vehicle garage. (The variance was denied at the Zoning Board of Adjustment & Appeals meeting on July 27, 2021) (Scheduled for Planning Commission meeting on December 1, 2021)

Sunset Springs

A request by the applicant for site and development approval (SP-21-01) for 25 single family homes and a variance (BA-21-01) request to reduce to landscape buffer from 10 ft to 5 ft. The site is located at 6645 Chickasaw Road. (Resubmittal received on October 1, 2021)

Tapatia Market Greenacres

A request by the applicant referencing SB-2156 (6 month extension for the Coronavirus (EO 20-52)) for Development Orders approved and a one-year time extension for SP-19-01.

SITE PLAN AMENDMENTS

None

ZONING TEXT AMENDMENTS

ZTA-16-05 – Building Heights

A city-initiated request for a text amendment to revise Building heights based on comments from the City Council workshop on October 24, 2016. (Postponed from the Planning Commission meeting of August 16, 2017 to the Planning Commission meeting of September 20, 2017, currently no date set for review awaiting Visioning direction)

ZTA-19-02 – Development Order Extensions

A city-initiated request for a text amendment to revise development order extensions.

ZTA-19-05 - Art in Public Places

A City-initiated request to add regulations for the creation of a program providing for the placement of art in public spaces within the City.

ZTA-21-01 - PZAB

A request by the Planning & Engineering Department to create a new Board, Planning and Zoning Board of Appeals. (First reading of City Council held on November 1, 2021, second reading and adoption scheduled for December 13, 2021)

ZTA-21-02 - Uses

A request by the Planning & Engineering Department for a zoning text amendment to reflect uses in all zoning districts.

ZTA-21-03 – LDS to DRC

A request by the Planning & Engineering Department for a zoning text amendment to update procedures for Land Development Staff and change to Development Review Committee. (Scheduled for Planning Commission meeting on November 17, 2021)

ZTA-21-04 – Major/Minor Amendments

A request by the Planning & Engineering Department for a zoning text amendment to approved Special Exceptions and Site Plans. (Scheduled for Planning Commission meeting on November 17, 2021)

ZTA-21-05 – MXD-O

A request by the Planning & Engineering Department for a zoning text amendment to modify MXD-O to allow for community serving retail uses.

PERMITS - RESIDENTIAL

Catalina Estates

Plat application received on May 16, 2019. Comments letter sent to applicant on July 17, 2019, resubmittal received on August 25, 2019 and approved by City Council on October 7, 2019. MOT Plan issued drainage work to begin October 5, 2020.

Ranchette Road Townhomes

Plat Application received on March 23, 2021. Comments letter sent to applicant on May 17, 2021, resubmittal received on June 1, 2021. Final plat received and utility permit reviewed by City's engineer. Plat approved by City Council on October 4, 2021. Utilities permit approved by City's consulting engineer on 10/1/2021.

PERMITS - COMMERCIAL

Braman Honda

Revised replat under review. Construction of the vehicle storage lot is complete. Permit application for the recently approved service department expansion (SP-97-06G) was issued. Comments sent to applicant on March 22, 2021. Awaiting receipt of final plat.

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

The building permit and engineering permit are both issued for the development. Stop work order was issued by Building Official on September 28, 2018. Subsequent meetings have been held with Building Official and Consultant Engineer. The Building Official has re-issued the permits to the contractor. The construction is moving forward

Jog Professional

Building construction is completed. Landscape and zoning final inspections are completed. Engineering review finalized received signed and sealed as-builts and outside agency acceptance letters. The property has received a Certificate of Completion (CC) for the building shell.

Kid's College Greenacres Campus

Plat application received on October 19, 2018 with complete submittal received on November 6, 2018. The Plat was approved January 7, 2019 by City Council. Utility permit issued on January 25, 2019; pre-con meeting for underground work only held on January 30, 2019. Building permit signed off by zoning on February 15, 2019. Pedestrian Access Easement Agreement signed and recorded on May 15, 2019. Building Dept. permit issued on May 15, 2019. Building construction has been completed for the first building. The second building has been completed. Final landscape and building inspections passed on October 18, 2021.

CAPITAL IMPROVEMENTS

Original Section Drainage Improvement – Phase 7

An application for Phase 7 of the Original Section Drainage Improvements project was submitted to DES on March 12, 2020. The CDBG Grant Agreement for FY 20-21 was approved by City Council on September 24, 2020. Agreement sent to DHES on October 6, 2020. Project was advertised for bid on January 31, 2021. Virtual Pre-bid meeting was held on February 17, 2021. The bid opening was March 3, 2021. On March 15, 2021 City Council awarded the bid to TCLM Enterprise Inc. Notice of Award issued on March 24, 2021. The Preconstruction meeting was held on April 21, 2021. Notice to Proceed issued on April 27, 2021. Resident Notification letters sent on April 20, 2021. Physical construction started on May 24, 2021. Substantial completion reached on August 11, 2021; third payment request received and processed on August 24, 2021. Final inspection passed Tuesday, September 14, 2021. Final invoice processed on October 14, 2021. Final close out documents are being processed.

Original Section Drainage Improvement – Phase 8

An application for Phase 8 of the Original Section Drainage Improvements project was submitted to DES on February 8, 2021. The CDBG Grant Agreement for FY 21-22 was approved by City Council on August 18, 2021. Agreement sent to DHES on August 25, 2021.

FY 2022 Data:

Case	Current Period	FY 2021 to Date	FY 2021 Budget
Annexation	0	0	2
Comprehensive Plan Amendment	0	0	5
Zoning Changes	0	0	3
Special Exceptions	0	0	5
Site Plans	0	0	5
Site Plan Amendments	2	2	14
Variances	0	0	4
Zoning Test Amendments	0	0	3

Inspection Type	Current Period	FY 2021 to Date	FY 2021 Budget
Landscaping	5	5	130
Zoning	5	5	121
Engineering	23	23	100

Building Division

1) ADMINISTRATION:

- a) Researched and completed one hundred and seven (107) lien searches providing permit and code enforcement case information.
- b) Researched and completed twenty-nine (29) records request for historical permits.

2) PERMITS/INSPECTIONS:

PERMITS/INSPECTIONS	DURING THIS PERIOD	FYTD 2021
New Applications Received / Permits Created	328	328
Applications Approved	67	67
Applications Canceled	1	1
Applications Denied	11	11
Applications Reopened	3	3
Permits Issued	332	332
Permits Completed	250	250
Permits Canceled	7	7
Permits Reopened	10	10
Permits Expired	2	2
Inspections Performed	771	771
Construction Value of Permits Issued	\$3,852,322.00	\$3,852,322.00
Construction Reinspection Fees	\$600.00	\$600.00
CO's Issued	0	0
CC's Issued	6	6
Temporary CO's Issued	0	0

3) BUSINESS AND CONTRACTOR REGISTRATION:

(See Attached Summary Reports)

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

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT#
Tire Kingdom	5901 Lake Worth Rd		Exterior Improvements - New storefront Fascade	2021-3309
Palm Beach Christian Academy	5208 S Haverhill Rd	4,250	Construct two new classroom buildings & one bathroom building	2021-3230
Eagle Grill	4624 Lake Worth Rd	1,100	Remodel New Kitchen & Accessible Restroom	2021-4016

Sanctuary Medicinals LLC	6905 Lake Worth Rd	3,700 sq.ft.	Commerical Renovation – Change of Use	2021-3948
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5) PROJECTS IN PROGRESS – PRINCIPAL REMODELING/RENOVATION:

PROJECT	ADDRESS	SIZE	DESCRIPTION	PERMIT #
Majestic Aesthetics	5315 Lake Worth Rd	1,406 sq.ft.	Interior Remodel	2021-3339
Luna Cafe	2930 S Jog Rd	1,520 sq.ft.	Interior Remodel – Convert office space into Restaurant	2021-2464
Convenience Store/Laundry	5470 10 th Ave N	1,604 sq.ft.	Interior Remodel – Add Coin Laundry to Convenience Store	2021-1191
Conviva Care Center	6766 Forest Hill Bvd	6,715 sq.ft.	Interior Remodel of Existing Space	
Ministries in Bethel	3950 S 57 th Ave	6,939 sq.ft.	House of Workship	2021-0365
Kids College (Phase 2)	1091 S Jog Rd	2,530	Construct One Story, 2 nd Building for Daycare	2021-1772
Greenacres Plaza Landlord Improvements	3953 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2600
Greenacres Plaza Landlord Improvements	3951 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2599
Greenacres Plaza Landlord Improvements	3949 S Jog Rd		Interior Remodel – Subdivide one bay into three.	2021-2598
Conviva Care Center	5799 Lake Worth Rd	7,673 sq.ft.	Interior Demo of former Pool & Patio Depot	2021-1771
Target	5900 Lake Worth Rd	1,394	Remove Café/Snack Bar & Convert to Online Pick-Up Storage Area	2021-0756
Supertech Communications (Waiting for a Contractor)	5305 Lake Worth Rd	800	Interior Remodel	2021-1498
Isabel Barber Salon	3820 S Jog Rd	1,040	Remodel Add Mani/Pedi Stations New Salon	2020-2742
Mission of Grace	6200 Lake Worth Rd	3690 sq. ft.	Convert former Restaurant to House of Workship	2020-2095
Mission of Grace	6200 Lake Worth Rd		Interior Demo of Former Steak N Shake	2020-1748
Landlord Improvement	3937 S Jog Rd	1,240 sq. ft.	White Box Space for Future Tenant	2019-1458
VCA Simmons Animal Hospital	4975 Lake Worth Rd	12,372	Interior Renovation – Modify Layout	2019-1189
Church of God 7 th Day	3535 S Jog Rd	11,500 sq. ft.	New Church	2016-2382

6) PROJECTS IN PROGRESS – PRINCIPAL NEW CONSTRUCTION:

PROJECT	ADDRESS/LOCATION	UNITS OR SQ. FT. APPROVED	UNITS C.O.'D
Las Ramblas	3900 La Rambla / Common Area	14	8
Santa Catalina	3145 S Jog Rd (Townhomes and Commercial units)	29 residential/ 12 commercial	29/res 1Pool/Cabana
Original Section	339 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	345 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	349 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	353 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	357 Martin Ave	1,761 sq.ft.	New Single Family
Original Section	249 Martin Ave	1,797 sq. ft.	New Single Family
Original Section	328 Jackson Ave	2,012 sq. ft.	New Single Family
Original Section	349 Jackson Ave	1,951 sq. ft.	New Single Family
Original Section	409 Broward Ave	1,951 sq. ft.	New Single Family

Code Enforcement Division

CODE ENFORCEMENT	DURING THIS PERIOD	FYTD 2021
Inspections Related to Active Code Cases	254	2519
New Cases Started	70	746
Cases Complied	57	566
Current Open Cases	275	535
Notices Sent	161	2496
Illegal Signs Removed from right-of-ways	116	2411
Inspections Not Related to Active Code Cases	89	1127
Complaints Received and Investigated	26	336
Warning Tickets	152	522



License Activity Report

Item # 18.

Activity Date Range 10/01/21 - 10/31/21

Summary Listing

License Type	Category	Application Received	Application Denied	Application Approved	New License Issued	License Renewed	License Revoked	License Canceled
Amusement - Amusement & Entertainment	Business	0	0	0	0	1	0	0
Cont Office - Contractor Office	Business	0	0	0	0	2	0	0
Contractor Reg - Contractor Registration	Business	26	0	0	54	1505	0	0
Exemptions - Exemptions / Non-Profit	Business	1	0	0	1	5	0	0
Food Service - Food Service / Bar / Lounge	Business	0	0	0	0	10	0	0
General Retail - General Retail	Business	1	0	0	1	14	0	0
General Service - General Service	Business	4	0	0	0	70	0	0
General Svc Reg - General Service Registration	Business	0	0	0	0	3	0	0
Home - Home Based Business	Business	9	0	0	8	72	0	0
Insurance Co - Insurance Sales Company	Business	7	0	0	9	101	0	0
Professional - Professional	Business	5	0	0	1	23	0	0
Rental Office - Rental Office	Business	0	0	0	0	1	0	0
Rental Unit - Rental Unit	Business	6	0	0	3	142	0	0
Storage/WH Units - Storage / Warehouse Units	Business	0	0	0	0	1	0	0
Grand Totals		59	0	0	77	1950	0	0

CITY OF GREENACRES

Licensing Revenue Summary Report

Licensing Revenue Summary Report - Summary

From Date: 10/01/2021 - To Date: 10/31/2021

Item # 18.

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
License Type: Cont Office-Contractor Office					
Cont Office-Contractor Office	2	0	\$232.44	\$0.00	\$232.44
License Type Cont Office-Contractor Office Totals	2	0	\$232.44	\$0.00	\$232.44
License Type: Food Service-Food Service / Bar / Lounge					
Food-Food Service	2	0	\$243.10	\$0.00	\$243.10
Food Per Seat-Food Per Seat	2	0	\$471.35	\$0.00	\$471.35
License Type Food Service-Food Service / Bar / Lounge Totals	4	0	\$714.45	\$0.00	\$714.45
License Type: General Retail-General Retail					
General Retail-General Retail Sq Feet	5	0	\$853.11	\$0.00	\$853.11
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
General Service-General Service	1	0	\$110.69	\$0.00	\$110.69
License Type General Retail-General Retail Totals	7	0	\$1,032.80	\$0.00	\$1,032.80
License Type: General Service-General Service					
General Service-General Service	21	0	\$2,147.40	\$0.00	\$2,147.40
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
Delinquent > 150-Delinquent Over 150 Days	1	0	\$100.00	\$0.00	\$100.00
License Type General Service-General Service Totals	23	0	\$2,316.40	\$0.00	\$2,316.40
License Type: General Svc Reg-General Service Registration					
General Svc Reg-General Service Registration	2	0	\$50.00	\$0.00	\$50.00
License Type General Svc Reg-General Service Registration Totals	2	0	\$50.00	\$0.00	\$50.00
License Type: Home-Home Based Business					
Home-Home Based Business	34	0	\$2,619.82	\$0.00	\$2,619.82
Com Inspection-Commercial Inspection	1	0	\$69.00	\$0.00	\$69.00
License Type Home-Home Based Business Totals	35	0	\$2,688.82	\$0.00	\$2,688.82
License Type: Insurance Co-Insurance Sales Company					

CITY OF GREENACRES

Licensing Revenue Summary Report

Item # 18.

Licensing Revenue Summary Report - Summary

From Date: 10/01/2021 - To Date: 10/31/2021

Charge Code	No. of Billing Transactions	No. of Adjustment Transactions	Billed Amount	Adjustments	Net Billed
Insurance Reg-Insurance Registration	47	0	\$5,462.34	\$0.00	\$5,462.34
License Type Insurance Co-Insurance Sales Company Totals	47	0	\$5,462.34	\$0.00	\$5,462.34
License Type: Professional-Professional					
Professional-Professional	7	0	\$801.92	\$0.00	\$801.92
Cosmetology-Cosmetology / Barber	1	0	\$38.68	\$0.00	\$38.68
License Type Professional-Professional Totals	8	0	\$840.60	\$0.00	\$840.60
License Type: Rental Unit-Rental Unit					
Rental Unit-Rental Unit	116	0	\$4,607.52	\$0.00	\$4,607.52
Rental Insp-Rental Inspection	5	0	\$880.00	\$0.00	\$880.00
License Type Rental Unit-Rental Unit Totals	121	0	\$5,487.52	\$0.00	\$5,487.52



Department Report

MEETING DATE: December 13, 2021

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Department of Finance Activity Report

BACKGROUND

The following report provides activity within the Department of Finance for the reporting period from October 1 through October 31, 2021.

In brief, the Finance Department:

- Continued to reconcile outstanding balances of Miscellaneous Billing.
- Continued to clean up billing on EMS accounts with balances.
- Continued to collect outstanding solid waste accounts in October; working with IT to retrieve the Utilities module in NWS.
- Continued to review Finance policies and revise accordingly.
- Continued to review and discuss x:/drive format and Laserfiche cleanup.
- Continuing the search for the Accountant position.
- Awarded Solid Waste Authority 2021 Blighted Property grant for City Hall landscaping.
- Submitted CARES IV grant application.
- Distributed all budget books and placed on website.
- Certified the eTRIM.
- Participated in a morale boosting "Where's Waldo" group for Halloween.

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



Department Report

MEETING DATE: December 13, 2021

FROM: Teri Lea Beiriger, Director of Finance

SUBJECT: Department of Finance Activity Report

BACKGROUND

The following report provides activity within the Department of Finance for the reporting period from November 1 through November 30, 2021.

In brief, the Finance Department:

- Continued to reconcile outstanding balances of Miscellaneous Billing.
- Met with Fire Rescue staff to implement new inspection billing processes.
- Continued to clean up billing on EMS accounts with balances.
- Continued to collect outstanding solid waste accounts in October; working with IT to retrieve the Utilities module in NWS.
- Continued to review Finance policies and revise accordingly.
- Continued to review and discuss x:/drive format and Laserfiche cleanup.
- New Grants Coordinator and new Accountant on-boarded.
- Awarded Solid Waste Authority 2021 Blighted Property grant for City Hall landscaping \$13,650.02.
- Awarded Preferred TIPS Safety Grant for \$5,000 covers partial cost of one defibrillator.

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



Department Report

MEETING DATE: December 13, 2021

FROM: Brian Fuller, Fire Chief

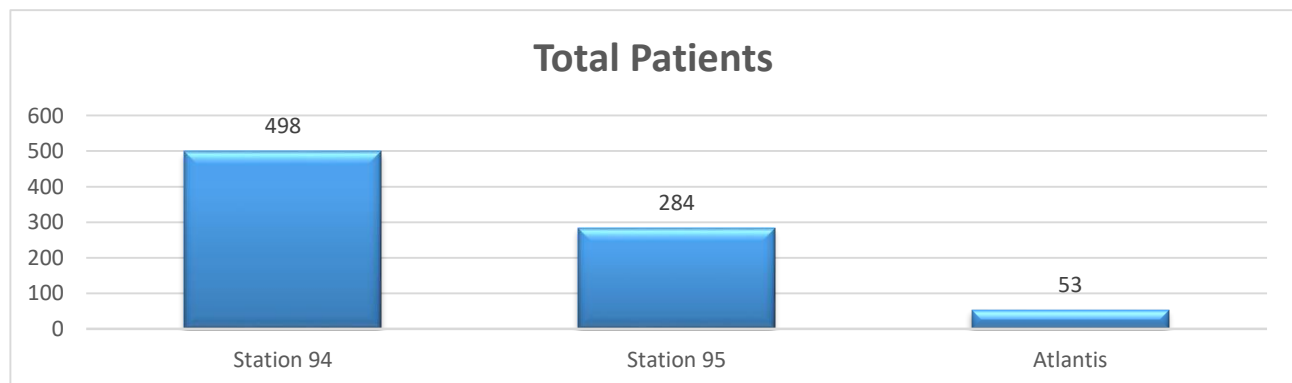
SUBJECT: Fire Rescue September Report

FR CALLS

CALLS	MONTHLY TOTALS
Total Alarms dispatched in October-November	1,056
Average alarms per day	18.85
Total calls this fiscal year	1,056

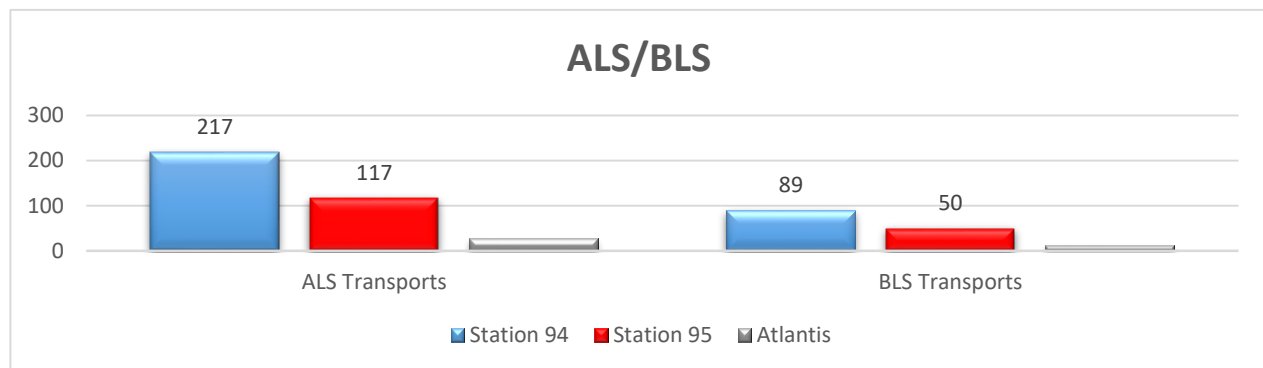
In October and November 2021, 782 patients were treated for Emergency Medical related services. Of those patients, 53 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

Service Calls, Cancels, and Public Assists totaled 111. The requests include, but are not limited to, persons locked out of home, water evacuation, animal problem, police assist, defective elevator, and canceled due to wrong address.



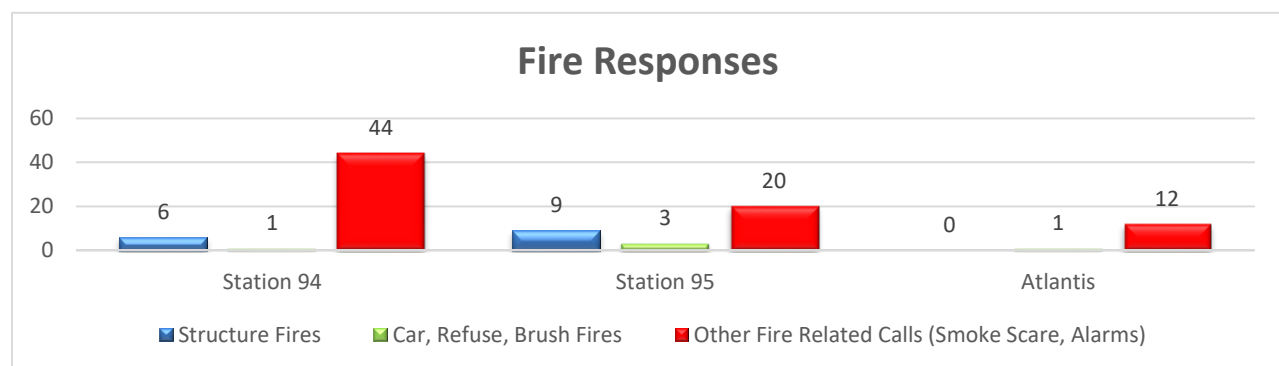
ALS/BLS

Fire Rescue transported 473 patients to a hospital or 60% of the patients we were called to treat. The majority of those (306) required Advanced Life Support procedures. ALS emergencies necessitate additional personnel, specialized equipment and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.



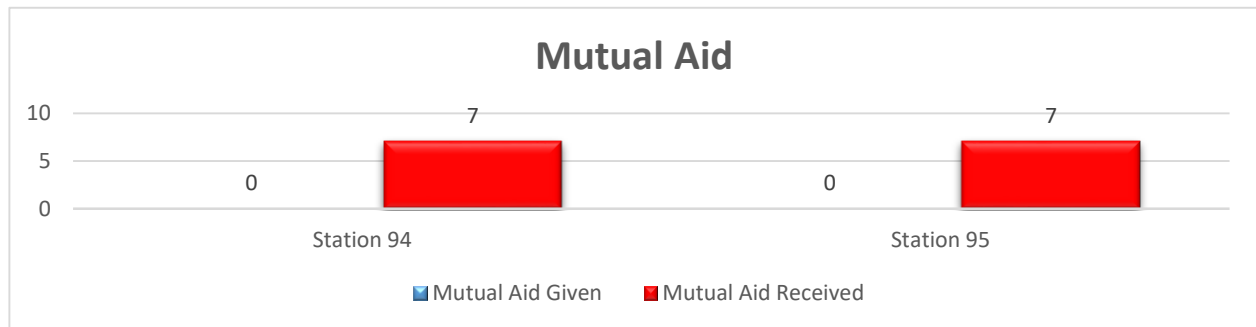
FIRE RESPONSES

Fire Rescue responded to 76 calls for a fire or smoke related emergency. There were five (5) requiring an escalated response to a car, brush, or refuse fire; fifteen (15) were in a residential or commercial structure.



MUTUAL AID

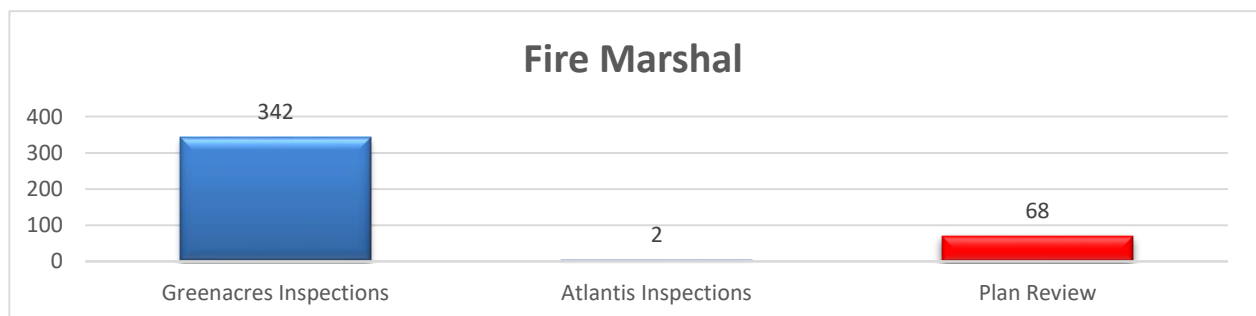
Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system is designed to be limited to large events that tax the resources beyond the normal capabilities of the community. During the month May, the Department did not receive any aid.



FIRE MARSHAL

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

Inspections	344
Plans Review	68
Dollar Loss due to fire	\$11,500



SPECIAL SERVICES

Blood Pressure Screenings	0
Presentations, Station Tours/Attendees	7/178
Persons Trained in CPR	0



Department Report

MEETING DATE: December 13, 2021

FROM: Georges Bayard, Director, Information Technology

SUBJECT: Department of Information Technology - October-November Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Information Technology Department for the reporting period from October 1 through November 30, 2021.

- a. The IT Department held three training sessions for all users: "Microsoft Outlook Training and Office 365 Overview". We demonstrated select features of the Outlook email client that can help with productivity and ease of use, as well as some of the benefits available with other Office 365 tools, such as Teams for online meetings, collaboration and communication and OneDrive for online data storage accessible from everywhere with an Internet connection.
- b. Successfully tested Windows authentication in the New World ERP test environment, which will be configured on the live system on December 6. This will eliminate another additional password for users to remember.
- c. Ubiquiti network switch refresh project is in progress; 18 of the 20 new switches have been installed.
- d. Executime time and attendance software implementation project testing phase was completed. Paper timesheets are no longer in use, as of October 7, 2021. Import of Fire Rescue payroll data from Vector Solutions Scheduling (formerly Crewsense) is fully functional.
- e. Windows Server 2019 operating system upgrade project in progress. New domain controllers deployed, providing updated user login and access control features.
- f. Project under way to implement Center for Internet Security (CIS) Controls on all City computers. This is a set of configuration best practices designed to harden systems against attack.
- g. Monthly KnowBe4 simulated phishing test results:
 - a. **October:** links clicked: 6, attachments opened: 1, phish-prone users: 5.7% (up from 3.6% in the previous month's campaign).
 - b. **November:** links clicked: 2, attachments opened: 0, phish-prone users: 1.4% (down from 5.7% in the previous month's campaign).

Repeat clickers continue to be assigned increasingly comprehensive remedial training.

SERVICE DESK REQUESTS

October

DEPARTMENT	CURRENT PERIOD	FY 2020 YTD	FY 2021 BUDGET
Administration	8	87	-
Building	10	60	-
Community & Recreation Svcs.	6	51	-
Finance	9	114	-
Fire/Rescue	12	74	-
Information Technology	0	38	-
Planning & Engineering	4	40	-
Public Works	7	84	-
Purchasing	2	31	-
Youth Programs	4	63	-
Total Service Desk Requests	62	642	350

November

DEPARTMENT	CURRENT PERIOD	FY 2020 YTD	FY 2021 BUDGET
Administration	8	95	-
Building	4	64	-
Community & Recreation Svcs.	4	55	-
Finance	7	121	-
Fire/Rescue	20	94	-
Information Technology	5	43	-
Planning & Engineering	5	45	-
Public Works	3	87	-
Purchasing	6	37	-
Youth Programs	2	65	-
Total Service Desk Requests	64	706	350



Department Report

MEETING DATE: December 6, 2021

FROM: Captain Tristram Moore, PBSO District 16

SUBJECT: PBSO District 16 October 2021 Report

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	3,244
Traffic Stops (Self-Initiated)	578
Calls for Service (Excluding 1050's & 1061's)	2,080
All CAD Calls - Total	5,902
Total Calls for Service – FY 2021 (October 2021 – September 2022)	5,902

Data Source: CADS/Premier 13822/5902

*Omit Miscellaneous Calls

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

SUMMARY

During the month, there were 5,902 generated calls within the District and 65% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
183	469

Data Source: D16 Office Staff/Monthly Report

PBSO MOTORS UNIT	
Total Citations	Total Warnings
304	324

Data Source: D16 Office Staff

COMMUNITY POLICING EVENTS

- The District 16 Community Policing Unit began the Bucket Drumming Program on 09/29/21 which is held every Wednesday and will continue through 12/10/21.
- 10/06/21 – The District 16 Community Policing Unit participated on the National Walk to School event that took place all over the county along with several other PBSO units.
- 10/27/21 – 100-year-old man's birthday party at Villa Madonna.
- 10/28/21 – Read for the record at Diamond View Elementary and the Greenacres Aftercare Program (Community Center).
- 10/29/21 – Career Day at LC Swain Middle School Pre-Law Class.
- 10/29/21 – Halloween Party at Palm Beach Habilitation Center.

STREET CRIMES UNIT

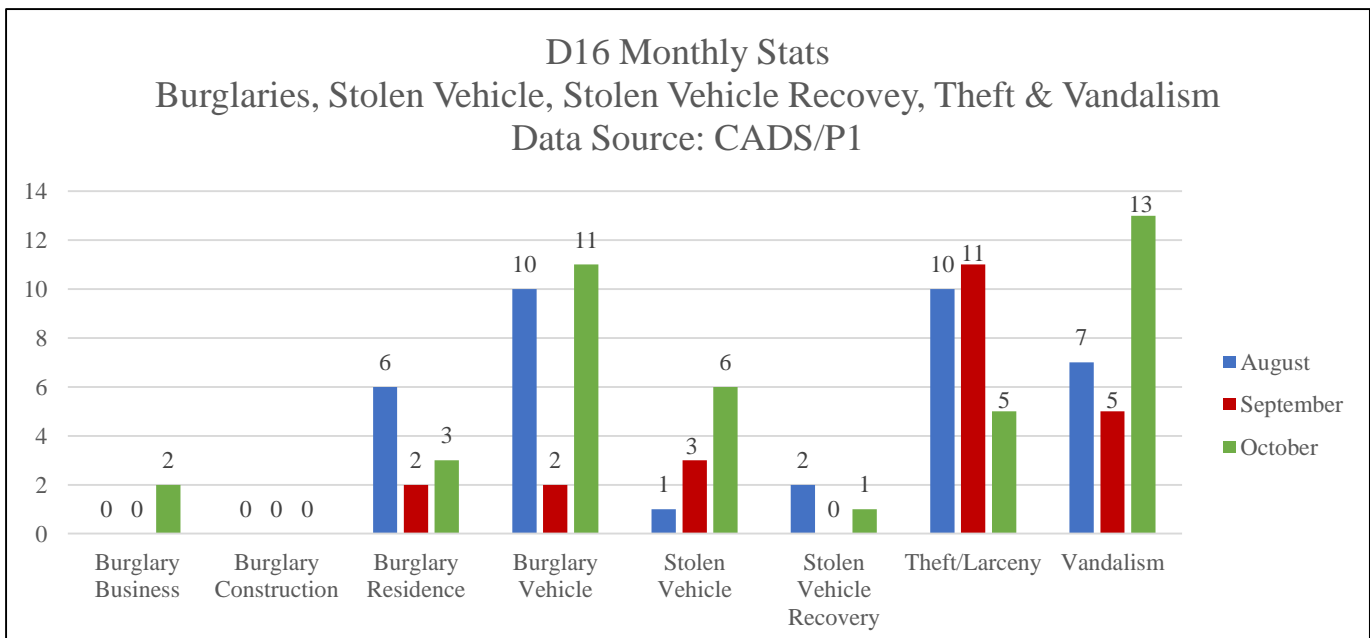
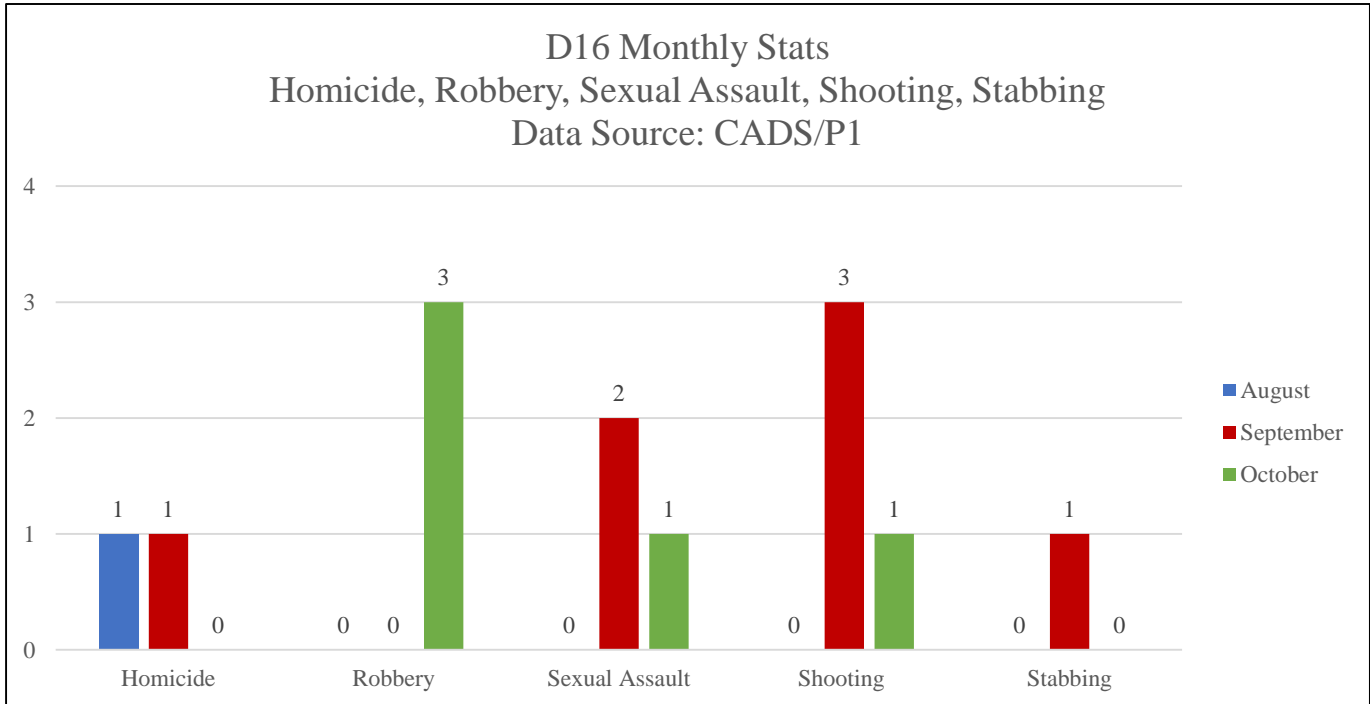
- The District 16 Street Crimes Unit conducted a traffic stop and the defendant was found to have an open felony warrant. After being taken into custody the defendant was found to be in possession of a concealed firearm and was charged accordingly.
- The District 16 Street Crimes Unit assisted the District 16 Detective Bureau with locating and apprehending a defendant who was wanted on several counts of Contractor Fraud. The defendant was taken into custody without incident.
- The District 16 Street Crimes Unit assisted the PBSO VCD Gang Unit with a Multi-Agency/Unit Round Up resulting from and intensive long-term investigation. Several search warrants were executed throughout the County resulting in several arrests, gun, and narcotics seizures.

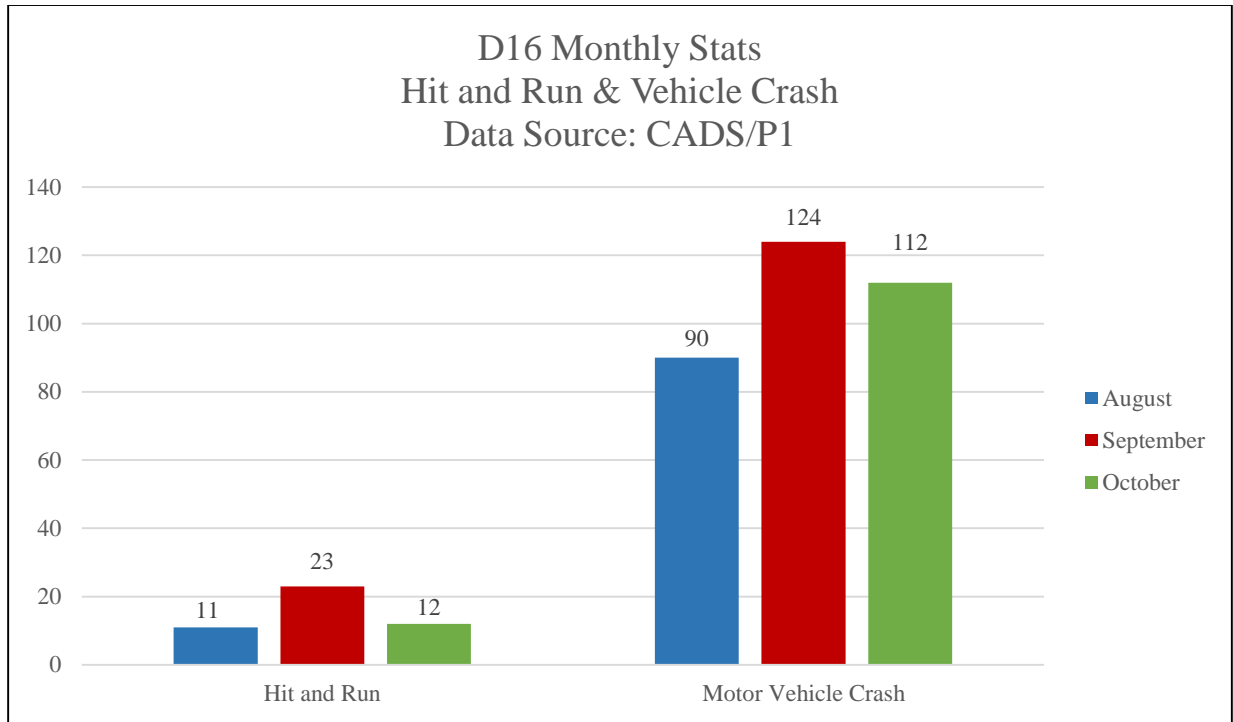
PROPERTY DETECTIVES

- District 16 Detective Bureau Total Monthly Stats for October 2021:
 - New Cases: 28
 - Cases Cleared by Arrest: 8
 - Search Warrants: 0
 - Operations: 0
- The District 16 Detectives investigated an incident of Contractor Fraud where the suspect failed to pull permits or conduct any work. The suspect was apprehended by the District 16 Street Team. This case was cleared by arrest.
- The District 16 Detectives investigated the Theft of a Vehicle and two suspects were later arrested for the theft.
- The District 16 Detectives investigated three vehicle burglaries that occurred in the city. The District 1 Street Team later located and apprehended the suspect and an in-custody arrest was completed for all three burglaries. This case was cleared by arrest.

DATA ANALYSIS

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





TOP ACCIDENT LOCATIONS FOR OCTOBER 2021

LOCATION	CASE NUMBER COUNT
Forest Hill Boulevard / South Jog Road	11
10th Avenue North / South Haverhill Road	8
South Jog Road / 10th Avenue North	7
Lake Worth Road / South Haverhill Road	7
South Jog Road / Lake Worth Road	7
Cresthaven Boulevard / South Jog Road	6



Department Report

MEETING DATE: December 13, 2021

FROM: Captain Tristram Moore, PBSO District 16

SUBJECT: PBSO District 16 November 2021 Report

CAD CALLS

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	2,214
Traffic Stops (Self-Initiated)	456
Calls for Service (Excluding 1050's & 1061's)	1,999
All CAD Calls - Total	4,669
Total Calls for Service – FY 2021 (October 2021 – September 2022)	10,571

Data Source: CADS/Premier 13822/5902

*Omit Miscellaneous Calls

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

SUMMARY

During the month, there were 4,669 generated calls within the District and 57% of these calls were self-initiated.

TRAFFIC ACTIVITY

DISTRICT 16 PERSONNEL	
Total Citations	Total Warnings
149	297

Data Source: D16 Office Staff/Monthly Report

PBSO MOTORS UNIT	
Total Citations	Total Warnings
267	268

Data Source: D16 Office Staff

COMMUNITY POLICING EVENTS

- The District 16 Community Policing Unit began the Bucket Drumming Program on 09/29/21 which is held every Wednesday and will continue through 12/10/21.
- 11/11/21 – Attended the Veterans Day Memorial at City Hall
- 11/12/21 – Compliance check OPS with City of Greenacres Staff
- 11/16/21 – United Way Car Seat Donation Event
- 11/19/21 – Career Day at Greenacres Elementary School
- 11/22-23/21 – Thanksgiving Turkey drive with all Community Policing Units
- 11/24/21 – Thanksgiving Luncheon for Greenacres Seniors at Greenacres Community Center

STREET CRIMES UNIT

- The District 16 Street Crimes Unit and District 16 Detective Bureau corroborated on locating and apprehending a suspect on several felony charges to include armed burglary, aggravate assault with a firearm, and an outstanding felony warrant. The suspect was taken into custody without incident.
- The District 16 Street Crimes Unit assisted the District 16 Detective Bureau with locating and apprehending a suspect for outstanding charges of grand theft. The suspect was located and taken into custody without incident.
- The District 16 Street Crimes Unit assisted the District 16 & District 3 Detective Bureaus with locating and apprehending two suspects for outstanding charges of felony grand theft. The suspects were located and taken into custody without incident.

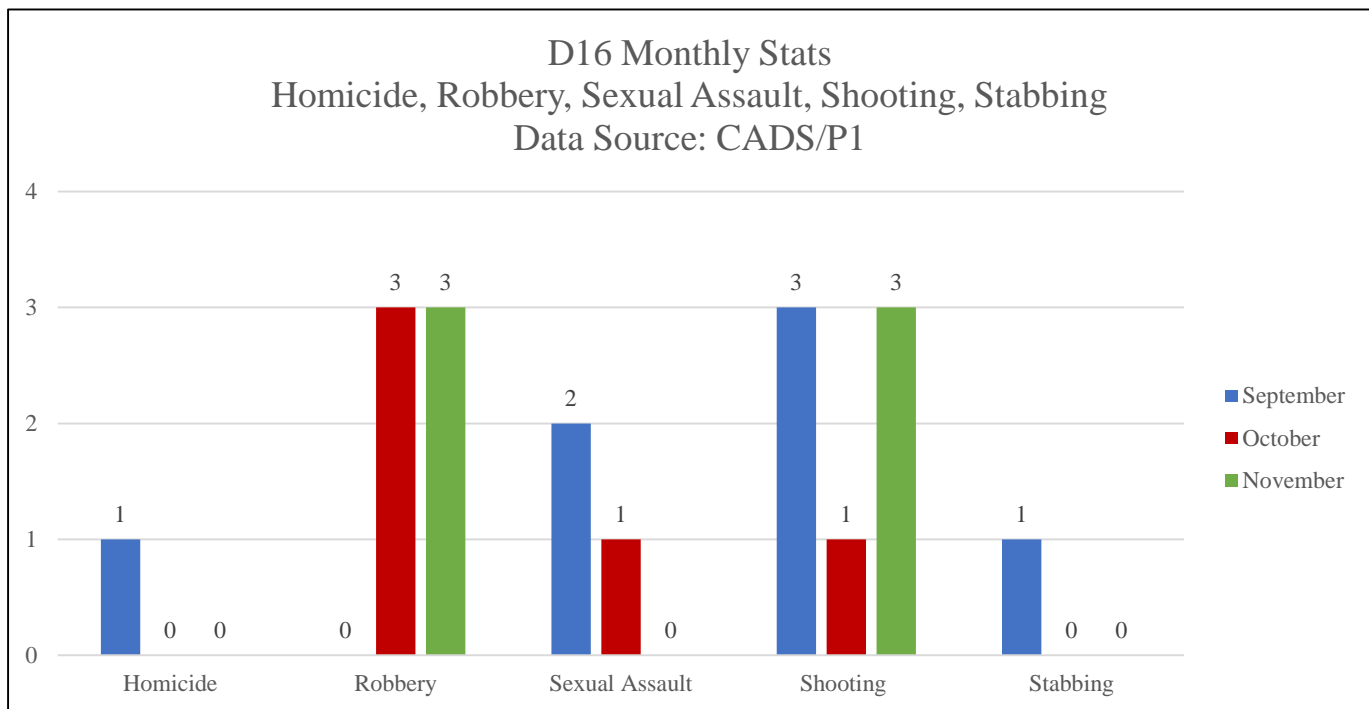
PROPERTY DETECTIVES

- District 16 Detective Bureau Total Monthly Stats for November 2021:
 - New Cases: 30
 - Cases Cleared by Arrest: 23
 - Search Warrants: 0
 - Operations: 5
- The District 16 Detectives were called out in reference to an Armed Burglary and Aggravated Assault Firearm where a suspect assaulted the security guard at the Olive Tree guard shack. The suspect was identified and the District 16 Street Crimes Unit later located and apprehended the suspect without incident. This case was cleared by arrest.
- The District 16 Detectives investigated nine vehicle burglaries and the theft of a motor vehicle. District 16 Detectives and the District 16 Street Crimes Unit worked together which ultimately led to the identification and establishment of probable cause for a suspect for not only District 16 but also District 9 and District 3. In-Custody arrests were completed and all cases were cleared by arrest.
- District 16 Detectives investigated a residential burglary where property was stolen and pawned. Arrest warrants were obtained for two suspects. One of the suspects was located and apprehended in Miami by Miami Police Department and the second is pending apprehension.

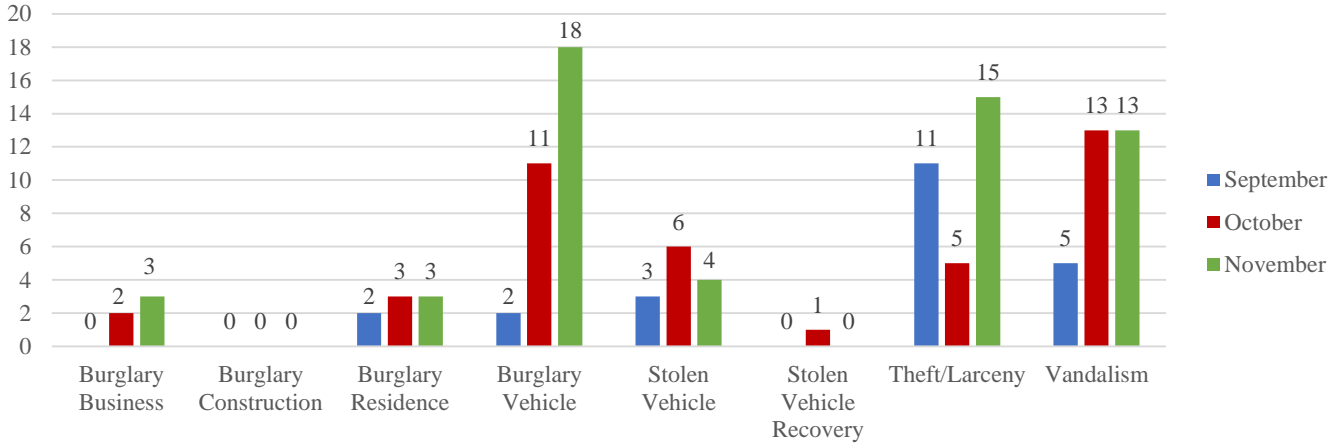
- The District 16 Detectives investigated a burglary that occurred to a business located in the city. Upon further investigation and with the assistance of Road Patrol, one male suspect was positively identified through the business's surveillance video. The suspect was then located and apprehended by the District 16 Street Crimes Unit while still wearing the same clothing as seen on video. This case was cleared by arrest.
- The District 16 Detectives investigated a Grand Theft of Firearm. Through investigation, it was and learned that the firearm was pawned by a suspect. The suspect was located and apprehended by the District 16 Street Crimes Unit. During the interview, the suspect confessed to detectives. This case was cleared by arrest

DATA ANALYSIS

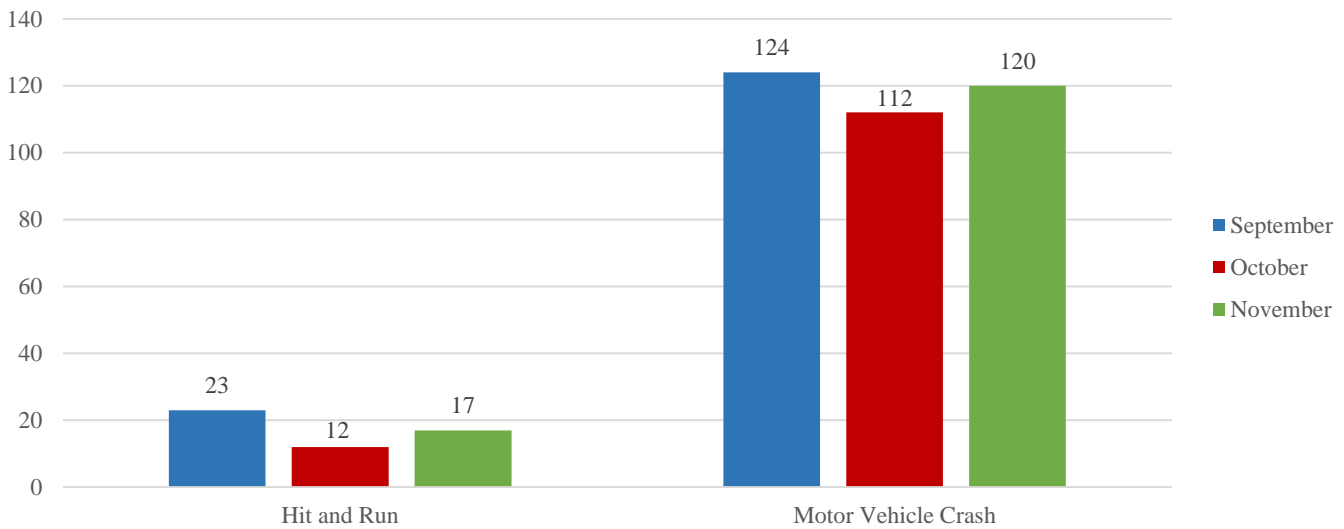
The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed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



D16 Monthly Stats
Burglaries, Stolen Vehicle, Stolen Vehicle Recovery, Theft & Vandalism
 Data Source: CADS/P1



D16 Monthly Stats
Hit and Run & Vehicle Crash
 Data Source: CADS/P1



TOP ACCIDENT LOCATIONS FOR NOVEMBER 2021

LOCATION	CASE NUMBER COUNT
South Jog Road / Forest Hill Boulevard	11
Lake Worth Road / South Jog Road	7
South Haverhill Road / 10th Avenue North	7
Melaleuca Lane / South Military Trail	7
10th Avenue North / South Jog Road	6
Lake Worth Road / South Haverhill Road	5



Department Report

MEETING DATE: December 6, 2021

FROM: Monica Powery, Director, Purchasing

SUBJECT: Department of Purchasing Activity Report

DEPARTMENT HIGHLIGHTS

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from October 1 through October 31, 2021.

- a. 21-009 Mobile and Temporary Food Event Services – This RFP was advertised on July 25, 2021 and closed on September 8, 2021 with four (4) proposals received. Council approved awards to Kona Ice of South West Palm Beach, Olde Tyme Food and Snack Inc., That's my Dog Corp, and TMI SOFLO, LLC. at the meeting held on October 18, 2021.
- b. 21-011 Irrigation Installation, Maintenance and Repair Services – This bid was advertised on July 11, 2021 and opened on August 10, 2021 with three (3) bids received. Council approved award to Total Irrigation Management, Inc. at the meeting held on October 4, 2021.
- c. 22-002 Inspections and Building Services – This RFP was advertised on August 31, 2021 and closed on September 29, 2021 with four (4) proposals received. Selection Committee Meeting was held on October 29, 2021 to discuss evaluations and rank proposers. Currently under negotiations.
- d. 22-003 Medical Supplies – This bid was advertised on August 8, 2021 and opened on September 8, 2021 with four (4) bids received. Council approved awards to Bound Tree Medical, LLC, Henry Schein, Inc. and QuadMed, Inc. at the meeting held on October 4, 2021.
- e. Request for Quotes – Developed, administered and assisted with the RFQs for StoryWalk Solutions Installation and Banquet Room Flooring at the Community Center.
- f. Solicitations In Progress – Emergency Operations Center Construction, Public Works Generator, Dillman Trail Project, Compensation Study, Bowman Street Sidewalk Improvements Project, and Fire Station 94 Flooring.

DEPARTMENT ACTIVITY

ACTIVITY	CURRENT PERIOD	FY 2021 YTD
Towing Revenue (September)	\$ 4,690.00	\$ 39,999.00

ACTIVITY	CURRENT PERIOD	FY 2022 YTD
Purchase Orders Issued	180	180
Purchase Order Amounts	\$ 18,748,885.03	\$ 18,748,885.03
Solicitations Issued	2	2
Solicitations in Progress	6	—
Central Store Requests	4	4
Contracts Managed	60	60
Purchasing Card Purchases	235	235
Purchasing Card Transactions	\$ 29,538.58	\$ 29,538.58
No. of Training Sessions Conducted	0	0
Towing Revenue	\$ 3,417.00	\$ 3,417.00



Department Report

MEETING DATE: November 29, 2021

FROM: Carlos Cedeño, Public Works Director

SUBJECT: Public Works Department Report

DEPARTMENT HIGHLIGHTS

Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of October 1, 2021 through October 31, 2021.

1. ADMINISTRATION:

- One of the Solid Waste Authority's *Blighted and Distressed Property Cleanup and Beautification* Grant was awarded to the City which will assist with funding for landscaping and a new paver walkway around City Hall .
- Phase 1 of the City Hall Landscape project has been completed which included the installation of Island Ficus Hedge and a total of 8 new trees being added. New grass will be installed after the completion of the Paver Walkway.
- Met with a Marine Construction company to discuss the construction of a dock at the lake behind City Hall.
- Staff participated in the Office 365 Training.

2. ROADS AND DRAINAGE MAINTENANCE

- Asphalt resurfacing was completed in the areas of Chickasaw, Chariot, Heather Dr, Ramblewood and Bowman Street.

3. VEHICLE MAINTENANCE

- Coordinated the issuance of a Purchase Order for a new 66 Passenger Bus for Youth Programs.
- Vehicle Maintenance Supervisor participated in "Leading in the Aftermath" Training.
- A purchase order has been issued to replace the vehicle maintenance shop vehicle lift.

4. BUILDING SERVICES

- Coordinated the annual inspection for all fire extinguishers in City buildings.

5. PARKS MAINTENANCE

- New irrigation and fill were installed in the front median of City Hall in preparation for new sod.
-



Youth Programs Department Monthly Report

MEETING DATE: December 13, 2021

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: November 2021 Department Report

PROGRAMMING

- Sixteen (16) days of after-school provided and transportation from six (6) schools within City limits.
- Three (3) full day of programming when schools were closed.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2022 TO DATE	FY 2022 BUDGET
# of Participants	35	46	150
# of Participants in Sierra Club ICO	6	10	25
# of Licenses Coordinated	1	1	1
# of MOU's Coordinated	2	2	6
# of Part.'s in Teen Advisory Council (TAC)	5	5	5
# of Part.'s in TOP Program	37	37	15
# of Part.'s in Garden Club	13	13	20
# of Presidential Volunteer Service Hours	513	10,038	8,000

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2022 TO DATE	FY 2022 BUDGET
Early Learning Coalition	\$55,468.55	\$65,447.65	\$290,400
Parent & Registration Fees	\$4,530.50	\$9,145.30	\$187,481
Youth Services Department SEL Grant	\$4,451.38	4,451.38	\$72,805
Textile Funds	-	-	-
Youth Services Summer Camp Program	-	-	\$49,400
Community Foundation Grant (Summer)	-	-	-

C.A.R.E.S REPORT

- Participants in our elementary program have been practicing throughout the month with the help of the Lake Worth Playhouse, which is sponsored through Prime Time of Palm Beach County. We have seventeen (17) youth who signed up to participate in the ELO (expanding learning opportunities) and will be performing at the Lake Worth Playhouse on December 1st, 2021.
- For the week of Veterans Day (11/11/21) the CARES program created letters to send to Veterans while conducting various activities to learn about Veterans and potential ways to become more directly involved in helping them throughout the community.
- Prior to Thanksgiving break and during the Thanksgiving break the CARES program created letters to those they are thankful for. The CARES program also performed two songs to our seniors that meet regularly at the Community Center.
- Garden Club began on November 5th where the youth began learning how to maintain the garden and about the different items they will be planting this year. Garden Club Volunteers also took the opportunity to read to the youth about vegetation and the environment.

TEEN PROGRAMS REPORT

- The Teen Program helped the Oleander Garden Club prepare this year's garden on November 8th by shoveling soil into the flower beds, spreading around mulch into the garden, and weeding the area so that the fruit, vegetables, and flowers that are planted can grow.
- 7 High School youth went on a camping trip on November 27th-28th hosted by the Sierra Club to Johnathon Dickinson State Park. Youth were able to stay in brand new tents provided by PBSO while they were immersed in the outdoors.
- On November 24th the Teen Program helped serve the seniors that regularly gather at the Community Center. This acted as an intergenerational activity where the teens were able to play, help, and interact with the seniors to help provide some company for them right before Thanksgiving.



Jowie Mohammed, Director
Youth Programs Department



Youth Programs Department Monthly Report

MEETING DATE: December 13, 2021

FROM: Jowie Mohammed, Director of Youth Programs

SUBJECT: October 2021 Department Report

PROGRAMMING

- Twenty (20) days of after-school provided and transportation from six (6) schools within City limits.
- One (1) full day of programming when schools were closed.

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENT	AVERAGE THIS PERIOD	FY 2022 TO DATE	FY 2022 BUDGET
# of Participants	46	46	150
# of Participants in Sierra Club ICO	0	0	25
# of Licenses Coordinated	1	1	1
# of MOU's Coordinated	2	2	6
# of Part.'s in Teen Advisory Council (TAC)	5	5	5
# of Part.'s in TOP Program	37	37	15
# of Part.'s in Garden Club	0	0	20
# of Presidential Volunteer Service Hours	485	9,525	8,000

FINANCIAL INFORMATION

GRANTS COORDINATED	AVERAGE THIS PERIOD	FY 2022 TO DATE	FY 2022 BUDGET
Early Learning Coalition	\$9,979.10	\$9,979.10	\$290,400
Parent & Registration Fees	\$4,614.80	\$4,614.80	\$187,481
Youth Services Department SEL Grant	-	-	\$72,805
Textile Funds	-	-	-
Youth Services Summer Camp Program	-	-	\$49,400
Community Foundation Grant (Summer)	-	-	-

C.A.R.E.S REPORT

- Participants in our elementary program have been practicing throughout the month with the help of the Lake Worth Playhouse, which is sponsored through Prime Time of Palm Beach County. We have seventeen (17) youth who signed up to participate in the ELO (expanding learning opportunities) and will be performing at the Lake Worth Playhouse on December 1st, 2021.
- The week of October 18th - October 22nd was City Government week where the CARES program participated in various activities to learn about the City of Greenacres. One of which was the Know your City PowerPoint where the staff taught the youth about various aspects about the City of Greenacres, Greenacres personal, and Greenacres fun facts. Youth also participated in an interactive Near Pod lesson to test their knowledge about the city.
- On October 22nd the CARES Program recorded a Happy Birthday video for a Greenacres resident who was turning 100 on October 27th. The youth practiced a birthday song in both English and Spanish which was recorded and sent to the resident on their 100th birthday.

TEEN PROGRAMS REPORT

- There are many things to look forward to in life, but there is nothing like a good egg drop competition. Our middle school teens were tasked with creating what they considered the best egg drop mechanism. They were really creative and had some awesome designs, Humpty Dumpty would have been proud.
- Our City Government week project this year was a Nearpod which tested their knowledge of the City's history, different departments, and functions of the departments. And at the end they had a small challenge to see who truly knew about their City.
- On October 29th, The Fall Ball Carnival/Haunted house presented by our teens was a true success. The young kids had an awesome time going through the different rooms and activities setup by our teens. They worked hard and they had fun doing it and it shows in the final product of fun and smiles from their younger peers.



Jowie Mohammed, Director
Youth Programs Department